

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – June 3, 2014 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

Please turn your cell phone to the vibrate, silence, or off setting.

The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner Valentino.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

Recommendation : That the Board adopt the agenda as prepared (**or duly amended**).

5. Commissioners' Forum.
6. Presentation - Proclamation, adopted April 29, 2014, offering the Board's appreciation and support for the dedication of the "Old Chimney" Park and inclusion in the National Landmark Listing.

7. Proclamations.

Recommendation: That the Board adopt the following four Proclamations:

A. The Proclamation commending and extending special thanks to Ms. Kelley M. Bradford for her unselfish act of heroism to help a coworker in the face of extreme danger and congratulating her on her selection as the “Employee of the Month” for June 2014;

B. The Proclamation commending GRACE of Pensacola for assisting the elderly, the handicapped, and lower-income residents of Escambia County to get free, critical home upgrades and encouraging the citizens of Escambia County to participate in the Group Cares Project;

C. The Proclamation commending and congratulating the West Florida High School’s Lady Jags Softball Team on their State Softball Championship and wishing the coaches, staff, and players of the West Florida High School Softball Program continued success in the future; and

D. The Proclamation extending the Boards congratulations to Head Coach Racine for his designation as the 2014 ITA National Men’s Tennis Coach of the Year, to the members of the University of West Florida’s Men’s Tennis Team for their multiple wins of the prestigious NCAA Division II National Championships, and to Bruno Savi for obtaining the ranking of Number 1 in the 2014 ITA National Singles.

8. Retirement Proclamations.

Recommendation: That the Board adopt the following seven Retirement Proclamations:

A. The Proclamation commending and congratulating Michael G. Baxter, Equipment Operator II, Public Works Department, on his retirement after 14 years of service;

B. The Proclamation commending and congratulating JoAnn M. DeHart, Accounting Technician, Public Safety Department, on her retirement after 28 years of service;

C. The Proclamation commending and congratulating Sandra K. Enterkin, Jail Master Corrections Officer, Corrections Department, on her retirement after 27 years of service;

D. The Proclamation commending and congratulating Laura A. Lowe, Senior Office Support Assistant, Building Inspections Department, on her retirement after 18 years of service;

E. The Proclamation commending and congratulating Cynthia B. Moore, Jail Senior Corrections Officer, Corrections Department, on her retirement after 25 years of service;

F. The Proclamation commending and congratulating Olin S. Schultz, Jail Corrections Officer, Corrections Department, on his retirement after 8 years of service; and

G. The Proclamation commending and congratulating Brent C. Wertz, Jail Corrections Sergeant, Corrections Department, on his retirement after 25 years of service.

9. Written Communication:

- A. March 14, 2014, communication from Dana S. Weiner requesting the Board forgive all fines, interest, and penalties relative to a Code Enforcement Lien attached to property located at 213 Brown Road.

Recommendation: That the Board review and consider lien relief request made by Dana S. Weiner against property located at 213 Brown Road.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

- B. April 23, 2014, email communication from Anthony Johnson, Wells Fargo Home Mortgage, requesting the Board forgive a Code Enforcement Lien attached to property located at 10861 Berryhill Road.

Recommendation: That the Board review and consider lien relief request made by Anthony Johnson against property located at 10861 Berryhill Road.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

Anthony Johnson has no other recourse but to appeal before the Board under Written Communication.

C. May 8, 2014, email communication from Ben Townes, TOWNES + architects, P.A., concerning his firm's request that Escambia County allocate the income tax deduction for building owners, per the U.S. Energy Policy Act of 2005, to TOWNES + architects, P.A., for the design of the Marie K. Young Wedgewood Community Center.

10. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

11. 5:31 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility.

Recommendation: That the Board authorize the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

[Funding: Fund 401, Solid Waste Fund, Account Number 343402]

12. 5:32 p.m. Public Hearing for consideration of adopting a Resolution approving the transfer of an exclusive franchise to operate a water system.

Recommendation: That the Board adopt a Resolution approving the transfer of an exclusive franchise to operate a water system, in accordance with Chapter 57-1313, Laws of Florida.

13. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of March 2014 TDT Collections Data

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2014 returns received in the month of April 2014, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office: this is the seventh month of collections for the Fiscal Year 2013-2014; total collections for the March 2014 returns was \$681,011.24; this is a 1.44% decrease over the March 2013 returns; total collections year to date are 1.12% more than the comparable time frame in Fiscal Year 2012-2013.

2. Recommendation Concerning Acceptance of the April 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2014, as required by Ordinance Number 95-13; on April 30, 2014, the portfolio market value was \$232,528,507 and portfolio earnings totaled \$87,238 for the month and \$1,385,375 year-to-date; the short term portfolio yield was 0.18%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.09%; the long-term CORE portfolio achieved a total return of 0.25%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.25%.

3. Recommendation Concerning Acceptance of the Proclamations Declaring State of Local Emergency

That the Board accept, for filing with the Board's Minutes, the following three Proclamations relating to the April 29, 2014, Severe Weather Event:

A. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by the Severe Weather Event, effective for seven days beginning 9:00 p.m. May 13, 2014, as adopted by the Chairman on May 12, 2014, and filed with the Department of State on May 13, 2014;

B. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by the Severe Weather Event, effective for seven days beginning 9:00 p.m. May 20, 2014, as adopted by the Chairman on May 20, 2014, and filed with the Department of State on May 21, 2014; and

C. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by the Severe Weather Event, effective for seven days beginning 9:00 p.m. May 27, 2014, as adopted by the Chairman and filed with the Department of State on May 27, 2014.

4. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Approve the Minutes of the Regular Board Meeting held May 15, 2014;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 15, 2014; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held May 8, 2014.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. 5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board cancel the June 3, 2014, 5:45 p.m. Public Hearing for Adopting an Ordinance amending the Official Zoning Map.

2. 5:46 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Article 13.11.00

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 13.11.00, "Swimming Pools".

The Santa Rosa Island Authority Board at their July 10, 2013 meeting recommended approval to the Planning Board and Board of County Commissioners.

At the May 6, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

3. 5:47 p.m. A Public Hearing Concerning the Review of an LDC Ordinance Amending Article 6 - Minimum Lot Size and Distance Standards for Stables

That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Article 6, amending the Conditional Use standards for minimum lot size and distance standards for stables to provide for consistency.

This hearing serves as the first of two required public hearings before the BCC as set forth in Section 2.08.04 (b) and F.S. 125.66 (4)(b).

At the May 6, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

4. 5:48 p.m. A Public Hearing Concerning the Approval of Amendments to the Development Agreement for the University of West Florida Campus Master Plan

That the Board of County Commissioners (BCC) review and approve amendments to the Development Agreement for UWF Campus Master Plan.

At the May 6, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings:

A. **June 26, 2014**

1. 5:45 p.m. - A Public Hearing - LDC Ordinance Amending Article 6 - Conditional Use Standards for Minimum Lot Size and Distance Standards for Stables to provide for Consistency;
2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map - LSA-2014-03;
3. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map - LSA-2014-01; and
4. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the 2030 Comprehensive Plan - CPA-2014-02.

B. **July 10, 2014**

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on June 3, 2014:

Case No.:	Z-2014-08
Address:	2161 Hwy 97 South
Property Reference No.:	30-1N-31-1300-000-000
Property Size:	17.84 (+/-) acres
From:	V-1, Villages Single-Family Residential, Gross Density (one du/acre)
To:	V-2A, Villages Single-Family Residential, Gross Density (three du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	5
Requested by:	Wiley C. "Buddy" Page, Agent for Gene Foster, Trustee

2. 5:46 p.m. - A Public Hearing - LDC Ordinance Amending Articles 3, 6 and 11 - Funeral Establishments, Cemeteries, Cinerators and Related Services.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a Reappointment to the Escambia County Value Adjustment Board - Larry M. Newsom, Interim County Administrator

That the Board reappoint Rodger "RP" Doyle to the Escambia County Value Adjustment Board to serve another one-year term, effective June 10, 2014, through June 9, 2015.

2. Recommendation Concerning an Escambia County Housing Finance Authority Reappointment - Larry M. Newsom, Interim County Administrator

That the Board reappoint Robert C. Maloy to the Escambia County Housing Finance Authority, to serve another four-year term, effective August 1, 2014, through July 31, 2018, as requested by Karyn Norton, Executive Director.

3. Recommendation Concerning Revising the Overtime Pay and Compensatory Time in Lieu of Overtime Pay, Section II, C.4, of the Board of County Commissioners' Policy Manual - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the revision to the Overtime Pay and Compensatory Time in Lieu of Overtime Pay Policy, Section II, C.4., of the Board of County Commissioners' Policy Manual, to increase the maximum number of accumulated hours of compensatory leave. Revisions to F.6, Compensatory Leave Balances section in the Policy are the following:

A. Remove "80 hours for those eligible employees who engage in public safety, emergency response, or seasonal activities, and 40 hours for all other eligible employees"; and

B. Add "240 hours for all eligible employees."

4. Recommendation Concerning the Scheduling of a Public Hearing Relating to Animal Control - Gordon C. Pike, Corrections Department Director

That the Board authorize the scheduling of a Public Hearing for June 26, 2014, at 5:33 p.m., for consideration of adopting an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-7, 10-11, 10-16, and 10-22 relating to animal control, and repealing Section 10-12 of the Escambia County Code of Ordinances.

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Portions of Okaloosa Avenue and Cactus Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for June 26, 2014, at 5:31 p.m., to consider the Petition to Vacate portions of Okaloosa Avenue (approximately 20,952 square feet or 0.48 acres) and Cactus Road (approximately 6,969 square feet or 0.15 acres), as petitioned by Dan Cash.

6. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of an Alleyway in Block 102, Beach Haven Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for June 26, 2014, at 5:32 p.m., to consider the Petition to Vacate a portion (12 feet by approximately 156 feet) of an alleyway in Block 102, Beach Haven Subdivision, as petitioned by Michael Majewski.

7. Recommendation Concerning the National Park Service Pensacola Bay Ferry Service - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution supporting the establishment of the National Park Service Pensacola Bay Ferry Service and the development of infrastructure for a water transportation system linking Pensacola, Fort Pickens, and Pensacola Beach.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning a Navy Federal Credit Union Rebate - Larry M. Newsom, Interim County Administrator

That the Board approve a rebate to Navy Federal Credit Union (NFCU), in the amount of \$10,479.26, authorized by Escambia County Ordinance 2007-56, and approved by the Board on September 16, 2010. NFCU has completed year five of the criteria established in the Economic Development Agreement between Escambia County and Navy Federal Credit Union, dated April 2, 2009.

[Funding: Funds are available in Fund 102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

2. Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000 for Fire Services - Michael D. Weaver, Public Safety Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of a blanket Purchase Order, in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Escambia County Fire Rescue Department, as follows:

Vendor/Contractor	Amount	Contract Number
Ten-8 Fire Equipment Inc. Vendor Number: 200935 Fire Equipment Suppliers Fund: 143 Fire Protection Cost Center: 330206 and Cost Center: 330209	\$100,000	PD 13-14.017

[Funding: Fund 143, Fire Protection Fund, Cost Centers 330206 & 330209, Object Code 55201]

3. Recommendation Concerning the Authorization for Expenditures in Excess of \$100,000 in Fiscal Year 2013-2014 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board authorize the issuance of a Purchase Order, in the amount of \$100,000, for Fiscal Year 2013-2014, for the Public Safety Department, to Complete Construction, LLC, D/B/A Complete DKI, Vendor Number 165044, for flood mitigation at the fire stations that were damaged by flooding.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330494, Buildings and Contents, Object Code 54601, Repair and Maintenance]

4. Recommendation Concerning the Pitney Bowes Digital Mailing System Lease Agreement, State of Florida Contract #600-760-11-1 - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Lease Agreement for the Pitney Bowes digital mailing system:

A. Rescind the Board's action of April 29, 2014, approving and authorizing the Chairman to sign, the Lease Agreement, State of Florida Contract #600-760-11-1, for the Pitney Bowes digital mailing system for the Emergency Medical Services (EMS) Billing Office (Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330603, EMS Billing); and

B. Approve, and authorize the Chairman to sign, the Lease Agreement, State of Florida Contract #600-760-11-1, for the Pitney Bowes digital mailing system, for the EMS Billing Office, for the monthly amount of \$755.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330603, EMS Billing]

5. Recommendation Concerning the Purchase of 14 Stretchers, with Trade-In, for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of 14 stretchers for the Public Safety Department, Emergency Medical Services (EMS) Division:

A. Authorize the County to piggyback off of the City of Warwick, Warwick, Rhode Island, Bid #2013-305, Medical Supplies/Fire Department (Re-bid), for the purchase of 14 Stryker Power-PRO XT ambulance stretchers;

B. Authorize the issuance of a Purchase Order to Stryker Sales Corporation (Vendor #195684), the equipment manufacturer, in the amount of \$165,681.50, for 14 Stryker Power-PRO XT stretchers; and

C. Approve the two Request for Disposition of Property Forms, allowing the Public Safety Department to trade in 14 stretchers toward the purchase of the Stryker stretchers.

[Funding Source: Fund 408, Emergency Medical Service Fund]

6. Recommendation Concerning the Purchase of 35 Cardiac Monitors, with Trade-In, for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of 35 cardiac monitors for the Public Safety Department, Emergency Medical Services (EMS) Division:

A. Authorize the County to piggyback off of the NASPO (National Association of State Procurement Officials) Cooperative Contract #SW300, for the purchase of 35 LifePak 15 cardiac monitors;

B. Authorize the issuance of a Purchase Order to Physio-Control (Vendor #164035), the equipment manufacturer, in the amount of \$948,718.15, for 35 LifePak 15 cardiac monitors; and

C. Approve the 5 Request for Disposition of Property Forms, allowing the Public Safety Department to trade in 35 LifePak 12 cardiac monitors toward the purchase of the LifePak 15 cardiac monitors.

[Funding Source: Fund 408, Emergency Medical Service Fund]

7. Recommendation Concerning an Amendment to the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the Amendment to the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility and authorize the County Administrator to sign the Amendment, extending the existing Contract for an additional year, effective June 1, 2014.

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204]

8. Recommendation Concerning the Resolution Authorizing Disaster-Related, Emergency Compensation for Unclassified, Exempt Employees of the Board of County Commissioners - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the Resolution authorizing disaster-related, emergency compensation to unclassified, exempt employees of the Board of County Commissioners, who actually worked more than 40 hours during the work weeks ending May 2, May 9, and subsequent work weeks until such time as the Board of County Commissioners declares an end of the Declared State of Local Emergency, beginning on Tuesday, April 29, 2014, at 9:00 p.m., due to the activation of the Emergency Operations Center, as a result of the Declared State of Local Emergency, for an unprecedented rain event and an explosion at the Escambia County Jail.

9. Recommendation Concerning the Acquisition of Property Located at 600 West Intendencia Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the acquisition of a parcel of real property located at 600 West Intendencia Street:

A. Authorize the purchase of a parcel of real property (approximately 0.09 acres), located at 600 West Intendencia Street, from the City of Pensacola, Florida, for the negotiated amount of \$20,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase, for the acquisition of a parcel of real property, located at 600 West Intendencia Street, Pensacola, Florida (approximately 0.09 acres); and

C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.

[Funding Source: Fund 352, LOST III, Cost Center 220102, Object Code 56101, Project 12NE1708]

10. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program for 3221 Barrancas Avenue - Keith Wilkins, Community & Environment Department Director

That the Board amend its action of January 16, 2014, approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between the Escambia County Community Redevelopment Agency and Grande Lagoon Marine, Inc., the owner of commercial property located at 3221 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$10,000, to correct the Funding Source information, as follows:

Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301.

11. Recommendation Concerning the State Housing Initiatives Partnership Agreement with the Town of Century - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the State Housing Initiatives Partnership (SHIP) Agreement with Town of Century:

A. Approve the Interlocal Agreement for SHIP Housing Repair/Replacement Assistance Project (Town of Century) between the County of Escambia and the Town of Century, to provide \$30,000 in SHIP Program funds, to support housing repair activities within the Town; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Project-related documents, as required to implement the Project.

[Funding: Fund 120, 2014 SHIP, Cost Center 220444]

12. Recommendation Concerning the Letter of Agreement between Escambia County and the Agency for Health Care Administration - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Letter of Agreement between Escambia County and the Agency for Health Care Administration (AHCA):

A. Approve and authorize the Chairman to sign the Letter of Agreement, in the amount of \$76,910, allowing the County to participate in the Low Income Pool Program, and providing matching dollars to the Escambia Community Clinics (ECC); and

B. Decrease the Fiscal Year 2013/2014 allocation to ECC by \$36,088, and increase the allocation to AHCA by the same amount.

13. Recommendation Concerning the Surplus and Sale of Real Properties That Have Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorize the County Attorney to take such necessary actions to evict the occupants of these County-owned properties, if they are still occupying premises;

B. Declare surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account	Reference	Address	2013 PA Value	Dist
133766000	000S009020025102	310 E Mallory St	\$57,356	3
020304000	111S301101003090	9300 Palafox Hwy Blk	\$9,500	3
021422000	121S306105000000	470 E Johnson Ave	\$4,788	3
021430000	121S306106000018	8520 Sonnyboy Ln	\$5,415	3
023626000	211S302101010015	309 Vera Ln	\$7,125	3
030728000	231S302500003006	7731 Fiesta Rd	\$8,075	3
030763240	231S303500027001	7812 Calahan Pl	\$8,075	3
030800000	231S304401000016	1322 Basin St	\$7,600	3
050788000	042S306001018002	2910 N Tarragona St	\$7,200	3
050809000	042S306001035003	3006 N Tarragona St	\$7,200	3
061324000	172S301300001033	1900 N T St	\$14,535	3
061344000	172S301300170035	2408 W Lakeview Ave	\$7,009	3
061359000	172S301300017037	2600 W Lakeview Ave Blk	\$9,233	3
061360000	172S301300019037	2600 W Lakeview Ave Blk	\$9,233	3
062114000	172S301500019026	2400 N S St	\$7,386	3
062218000	172S301600830083	1912 W St Catherine St	\$14,108	3
062389000	172S305009023041	1224 W Hatton St	\$5,472	3
062406000	172S305009000064	1209 W Cross St	\$6,318	3

C. Authorize the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorize the Chairman to sign all documents related to the sales.

14. Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Art, Culture, and Entertainment, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Amendment to Miscellaneous Appropriations Agreement between Escambia County and Art, Culture, and Entertainment, Inc.:

A. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by \$573,475, for a total allocation of \$879,574, to be paid from the Tourist Promotion Fund (108), Cost Center 360105, Account 58201;

B. Authorize the Chairman to sign the Amendment and all other necessary documents; and

C. Authorize the execution of the necessary Change Order.

15. Recommendation Concerning Supplemental Budget Amendment #177 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #177, General Fund (001) in the amount of \$73,381, to recognize reimbursement proceeds from off-duty officers for employment-related expenses, as well as auto insurance and miscellaneous Sheriff's Fees. These funds must now be appropriated back into the Sheriff's Budget to be used to purchase a new server for additional data storage space.

16. Recommendation Concerning Supplemental Budget Amendment #183 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #183, FTA Capital Projects Fund (320) in the amount of \$94,107, to recognize proceeds from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds to be used to purchase two vans with lifts.

17. Recommendation Concerning Professional Services for Landfill Phasing - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and HDR Engineering, Inc., per the terms and conditions of PD 13-14.036, Professional Services for Landfill Phasing, for a lump sum of \$76,065.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

18. Recommendation Concerning the Laundry and Cleaning Supplies and Inmate Goods Contract - Amy Lovoy, Management and Budget Services Department Director

That the Board award a 3-year Contract, PD 13-14.046, Laundry and Cleaning Supplies and Inmate Goods Contract, and approve the Agreement for Laundry and Cleaning Supplies, PD 13-14.046, with 2 options for 12-month extension periods, for a term not to exceed 66 months, for an estimated annual amount of \$150,000, to the following vendors:

- A. Charles Neely Corporation-PR Chemical & Paper Supply;
- B. Supreme Paper Supplies;
- C. Bobbie Graves Supply Company, Inc.; and
- D. Bob Barker Company, Inc.

[Funding: Fund 111, Jail Inmate Commissary Fund, Cost Center 290406, Object Code 55201, \$150,000]

19. Recommendation Concerning the Purchase of Five Vehicles for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contract #071-000-14-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Sections 46-64, Board approval, and award a Purchase Order to Hub City Ford, in the amount of \$190,260, for the following vehicles:

- A. One Ford Expedition 4X4, in the amount of \$31,570;
- B. Two Ford Expedition 2X4, in the amount of \$32,366; and
- C. Two Ford Econoline Van, in the amount of \$46,979.

[Funding Source: Fund 352, "LOST III," Cost Center 290407, Account 56401]

20. Recommendation Concerning Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida – Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida:

A. Approve the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida. This Agreement is being submitted for approval as a continuation of the Drug Court Expansion Program, which was initially approved by the Board of County Commissioners on November 4, 2010, and executed by the Office of the State Courts Administrator on November 23, 2010. This Agreement will become effective July 1, 2014, and will terminate June 30, 2015. During this period, funding for the program is not to exceed \$317,000; and

B. Authorize the Chairman, as the County's representative, to sign the Agreement, amendments, and/or other related documents as may be required.

[The funds are made available through the Office of the State Courts Administrator for the period beginning July 1, 2014, and terminating June 30, 2015; there is no cost to the County.]

21. Recommendation Concerning a Locally Funded Agreement for Signalization at SR 95/US 29 (Highway 29) and SR 97 (Highway 97) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Signalization at SR 95/US 29 (Highway 29) and SR 97 (Highway 97):

A. Adopt the Resolution supporting the installation of mast arms and signalization at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97) and authorizing the Chairman to sign the Locally Funded Agreement between the Florida Department of Transportation and Escambia County, Project #220876-8-52-33; and

B. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Project #220876-8-52-33.

[Funding Source: Fund 352, "LOST III," Account 210107, Object Code 56301, Project #14EN3015]

22. Recommendation Concerning Acceptance of the Donation of a Parcel of Real Property for the Merlin's Manor/Meadson Road Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a parcel of real property, located in Merlin's Manor Subdivision, for drainage improvements:

A. Accept the donation of a parcel of real property (approximately 0.47 acres), located in Merlin's Manor Subdivision, from Merlin's Manor, a Joint Venture, and Escambia Construction Co., Inc., for drainage improvements;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Warranty Deed as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

23. Recommendation Concerning the Conveyance of a Parcel of Property in Churchill Subdivision, Unit 2, to Emerald Coast Utilities Authority - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a portion of County-owned property (1,600 square feet or approximately 0.03 acres), located in Churchill Subdivision, Unit 2, to Emerald Coast Utilities Authority (ECUA), for a sanitary sewer lift station site:

A. Approve the conveyance of a portion of County-owned property (1,600 square feet or approximately 0.03 acres), located in Churchill Subdivision, Unit 2, to ECUA, for a sanitary sewer lift station site;

B. Adopt a Resolution authorizing the conveyance of real property, to ECUA, for a sanitary sewer lift station site; and

C. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the conveyance without further action of the Board.

[Funding: All costs associated with the accepting and recording of documents will be borne by ECUA]

24. Recommendation Concerning the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement:

A. Adopt the Resolution supporting the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement;

B. Approve the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement; and

C. Authorize the Chairman to sign any other documents associated with this Agreement.

[Funding Source: The Florida Department of Transportation (FDOT) agrees to reimburse Escambia County an amount not to exceed \$399,193, for actual direct costs. Escambia County will submit invoices to FDOT on a monthly basis. Fund 112, "Disaster Recovery," Cost Center 330491, "Category B April 2014 Floods"]

25. Recommendation Concerning the Former Escambia County Mosquito Control Facility Remediation Monitoring - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Cameron-Cole, LLC, per the terms and conditions of PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring, Year Two System O&M, Fate and Transport Evaluation of Identified Off Site Impacts, and Year Three System O&M, for a base lump sum amount of \$188,408, and optional services of \$22,500.

[Funding: Fund 129, CDBG Entitlement Fund, Cost Center 220453, Object Code 53101 - \$105,454; Cost Center 220418, Object Code 53101 - \$105,454]

26. Recommendation Concerning Solid Waste Department Vehicle Purchase #5 – Caterpillar CT660S Roll Off Truck - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the purchase of one Caterpillar CT660S Roll Off Truck, from Thompson Tractor Company, for the amount of \$169,325.36, per the terms and conditions of Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson/National IPA Contract - RFP#120377. In compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days. No proposals were received.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 56401]

27. Recommendation Concerning Out-of-County Travel for Commissioner Grover C. Robinson, IV - Larry M. Newsom, Interim County Administrator

That the Board authorize out-of-County travel for Commissioner Grover C. Robinson, IV, on Tuesday, June 10, 2014. As President-Elect, Commissioner Robinson has been asked to represent the Florida Association of Counties Executive Committee at a meeting with the Broward County Commission in Ft. Lauderdale, Florida. The Florida Association of Counties will reimburse Escambia County 100% of the travel cost associated with this trip.

28. Recommendation Concerning Change Order #2 to Baskerville-Donovan, Inc. on Contract PD 02-03.79 "Professional Services for the Pensacola Beach Landscaping Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Baskerville-Donovan, Inc., on Contract PD 02-03.79, "Professional Services for the Pensacola Beach Landscaping Project":

Department:	Public Works
Department:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$47,557.00
Vendor:	Baskerville-Donovan, Inc.
Project:	Pensacola Beach Landscaping
Contract:	PD 02-03.79
PO#:	130856
CO#:	2
Original Contract Award:	\$36,887.90
Cumulative Amount of Change Orders through CO#1:	\$47,557.00
New Contract Total:	\$84,444.90

[Funding Source: Fund 167, "Bob Sikes Toll Fund," Cost Center 140302, Object Code 53401; Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project No. 12EN2044]

29. Recommendation Concerning Obtaining Legal Representation for Issues Surrounding Events at the Escambia County Central Booking and Detention Facility - Larry M. Newsom, Interim County Administrator

That the Board ratify the issuance of Purchase Orders concerning obtaining Legal Representation for issues surrounding events at the Escambia County Central Booking and Detention Facility (CBDF), as follows:

- A. McDonald, Fleming & Moorhead, in the amount of \$10,000; and
- B. Beronet & Keene, in the amount of \$10,000.

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330491]

30. Recommendation Concerning Emergency Purchase Orders in Excess of \$50,000 - Amy Lovoy, Management and Budget Services Department Director

That the Board accept for information and ratify the issuance of the following Purchase Orders in excess of \$50,000, issued under the Declaration of a Local State of Emergency for Escambia County, effective April 29, 2014, through May 27, 2014, for the Flood Event of 2014, to procure goods and services for emergency response, protective measures for repairs to critical infrastructure, and for measures taken to protect the health and safety in severely affected areas:

P.O. Number	Contractor	Amount	Description
141179	Asplundh Tree Expert Co.	\$100,000	Disaster Debris Removal
141184	Motorola Solutions, Inc.	\$87,554	Replacement of Radios for Jail
141185	Leidos, Inc.	\$50,000	Disaster Debris Monitoring
141196	Crowder-Gulf	\$100,000	Disaster Debris Removal
141214	Crowder-Gulf	\$50,000	Manage Residential Drop Off Site
141244	Roads, Inc., of NWF	\$341,650.86	Repairs to Blue Springs
141264	Maxim Healthcare Services, Inc.	\$112,000	RN and LPN Services for Jail
141286	HDR Engineering, Inc.	\$98,600	Emergency Operations

141288	Atkins North America, Inc.	\$63,499.85	Preliminary Assessment
141297	HDR Engineering, Inc.	\$119,424.06	Damage Assessment Ponds
141317	Dewberry Consultants, LLC	\$150,000	Disaster Consulting
141322	Hub City Ford-Mercury, Inc.	\$464,727	Replacement of Vehicles
141325	Panhandle Grading & Paving, Inc.	\$96,272.48	Repairs to Dog Track Road
141328	Utility Service Company, Inc.	\$179,342.13	Repairs to Myrtle Grove Park
141330	Heaton Brothers Construction Co., Inc.	\$97,939.93	Repairs to North Crow Road
141331	Department of Community Corrections	\$876,000	Inmate Lodging
141346	Walton County Sheriff's Office	\$1,368,750	Inmate Lodging
141348	Bob Barker Company, Inc.	\$55,000	Jail supplies
141347	Santa Rosa County Sheriff's Office	\$2,828.750	Inmate Lodging
141356	Baskerville-Donovan, Inc.	\$82,818.34	Design Old Corry Road
141362	Panhandle Grading & Paving, Inc.	\$455,980.76	Repairs to Johnson Ave.
141369	Ingram Signalization, Inc.	\$387,134	Repairs to Signal Cabinets
141374	Lakeview Center, Inc.	\$50,000	Mental Health Counseling
141379	Roads, Inc., of NWF	\$418,905.33	Crescent Lake Sediment Removal
141382	Bryan D. Krause d/b/a Nursefinders of Pensacola, LLC	\$112,000	Inmate Care Assistance
141383	Panhandle Grading & Paving, Inc.	\$142,688.60	Lake Charlene Roadway

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491 - Category B - Emergency Protective Measures]

31. Recommendation Concerning Emergency Purchase Orders in Excess of \$50,000 Related to the Flood Event of 2014 and Explosion at the Escambia County Central Booking and Detention Center - Amy Lovoy, Management and Budget Services Department Director

That the Board accept for information and ratify the issuance of the following Purchase Orders in excess of \$50,000, issued under the Declaration of Local State of Emergency, effective April 29, 2014, through May 27, 2014, for procurement of goods and services for protective measures and repairs to County Buildings and Equipment damaged or destroyed by the Flood Event of 2014 and the natural gas explosion at the Escambia County Central Booking and Detention Center (CBDC):

P.O. Number	Contractor	Amount	Description
141189	StopLoss Specialists, LLC	\$1,873,000	Emergency Building Repairs
141190	AMEC Environment & Infrastructure	\$67,500	Industrial Hygiene Services
141205	R D Ward Construction Co., Inc.	\$515,850	Building Repairs JJC
141206	A.E. New Jr., Inc.	\$120,492	Building Repairs Extension Ctr.
141222	Engineered Cooling Services, Inc.	\$886,235.33	Emergency Rental Chiller
141223	Birkshire Johnstone, LLC	\$475,277.63	Building Repairs - 4 Locations
141230	H.M. Yonge & Associates, Inc.	\$121,700	Chiller Plant, JJC Engineering
141261	Belfor USA Group	\$2,007,276.50	Emergency Repairs Health
141262	Advanced Compressed Air Tech, Inc.	\$50,670.65	Lift Repairs ECAT
141275	SWS First Response	\$185,000	Mitigation at ECAT
141277	CBS Enterprises, Inc.	\$1,376,500	Emergency Mitigation
141332	Carter Goble Associates, Inc.	\$110,000	Interim Housing Options

[Funding: Fund 501, Internal Service Fund for Insurance Claims, Cost Center 140836, Building Damages]

III. For Discussion

1. Recommendation Concerning the Funding and the Scheduling of a Public Hearing Regarding the Escambia County Area Transit Seasonal Route for the Perdido Key Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Escambia County Area Transit Seasonal Route for the Perdido Key Area:

A. Approve the funding for the proposed seasonal route in the Perdido Key Area; and

B. Authorize the scheduling of a Public Hearing for June 26, 2014, at 5:34 p.m., for the purpose of receiving public comments concerning the new seasonal route for the Perdido Key Area.

2. Recommendation Concerning Request for Funding for the 2014 White Sands Music Festival - Commissioner Wilson B. Robertson, District 1

That the Board consider the request from the White Sands Music Festival, for \$5,000, to be funded from the 4th Cent Tourist Development Tax, for the 2014 White Sands Music Festival, to be held from June 12-14, 2014, at the Escambia County Equestrian Center, and approve a Purchase Order for this purpose.

3. Recommendation Concerning an Appointment to the West Florida Public Library Board of Governance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning an appointment to the West Florida Public Library Board of Governance, to fill the remaining term of Rodney Kendig, effective June 3, 2014, to February 29, 2016:

A. Appoint Alexa Canady-Davis;

OR

B. Appoint Lynne C. Tobin.

4. Discussion Concerning a Regional Drainage Program - Commissioner Gene M. Valentino, District 2

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Settlement of Claim Brought by Mr. Alexie Kelly.

That the Board approve a settlement of the notice of claim presented by Alexie Kelly for a payment of \$19,000 in exchange for the execution of a general release and hold harmless agreement.

14. Items added to the agenda.
15. Announcements.
16. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6217

Proclamations 7.

BCC Regular Meeting

Meeting Date: 06/03/2014

Issue: Adoption of Proclamations

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following four Proclamations:

A. The Proclamation commending and extending special thanks to Ms. Kelley M. Bradford for her unselfish act of heroism to help a coworker in the face of extreme danger and congratulating her on her selection as the "Employee of the Month" for June 2014;

B. The Proclamation commending GRACE of Pensacola for assisting the elderly, the handicapped, and lower-income residents of Escambia County to get free, critical home upgrades and encouraging the citizens of Escambia County to participate in the Group Cares Project;

C. The Proclamation commending and congratulating the West Florida High School's Lady Jags Softball Team on their State Softball Championship and wishing the coaches, staff, and players of the West Florida High School Softball Program continued success in the future; and

D. The Proclamation extending the Boards congratulations to Head Coach Racine for his designation as the 2014 ITA National Men's Tennis Coach of the Year, to the members of the University of West Florida's Men's Tennis Team for their multiple wins of the prestigious NCAA Division II National Championships, and to Bruno Savi for obtaining the ranking of Number 1 in the 2014 ITA National Singles.

BACKGROUND:

On March 21, 2013, the Board approved the "Employee of the Month and Employee of the Year Awards Program." Each Department will submit one employee to be nominated as the "Employee of the Month." The County Administrator will then select one employee from the nominations. The employee who is selected will receive a check in the amount of \$250, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations.

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

The Employee of the Month Award Program will cost \$250 per month; the Employee of the Year Award Program will cost \$500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource - its employees.

IMPLEMENTATION/COORDINATION:

The Human Resources Department and the County Administrator's Office will work together to coordinate this program.

Attachments

Proclamations

PROCLAMATION

WHEREAS, Escambia County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; and

WHEREAS, Ms. Kelley M. Bradford, a Detention Assistant in the Jail Division of the Corrections Department, began her employment with the County on October 16, 2006, and is selected for "Employee of the Month" for June 2014, for the standards of excellence that she has displayed in the performance of her duties and for her heroic actions above and beyond the call of duty; and

WHEREAS, at approximately 11:00 p.m., on Wednesday, April 30, 2014, an explosion occurred at the Escambia County Central Booking and Detention Center; and

WHEREAS, Ms. Bradford and Corrections Officer Christopher Hankinson were working in the inmate property room when the explosion occurred. When the floor caved in as a result of the blast, they fell through the floor into the water below in the flooded basement; and

WHEREAS, Ms. Bradford lost sight of Officer Hankinson and began screaming his name to find him, because she knew they both had fallen through; and

WHEREAS, Ms. Bradford heard Officer Hankinson yelling, and when she found him in the pitch black room, he told her that he could not feel his legs. She pulled him up onto a slab of concrete and held him there – out of the water – until they could be rescued; and

WHEREAS, although Officer Hankinson told Ms. Bradford to save herself, she refused to leave his side.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and extends special thanks to Ms. Kelley M. Bradford for her unselfish act of heroism to help a coworker in the face of extreme danger and congratulates her on her selection as the "Employee of the Month" for June 2014.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

*Steven L. Barry, Vice Chairman
District Five*

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: Pam Childers
Clerk of the Circuit Court**

Deputy Clerk

Adopted: June 3, 2014

PROCLAMATION

WHEREAS, Group Cares is a non-profit, interdenominational Christian volunteer home improvement organization headquartered in Loveland, Colorado. In the summer of 2014, an anticipated 25,000 young people and adults will participate in 48 work camps in communities across the United States and Canada; and

WHEREAS, more than 40 local residents are counting the days to the week of June 15-21, 2014. At that time, 300 teenagers and adult volunteers from churches around the country will be in town to participate in the Pensacola Work Camp, housed at Booker T. Washington High School, in Pensacola, Florida. The work camp will be providing free home improvements through the national Group Cares Program, sponsored locally by GRACE (Giving Restoring And Christian Engagement) of Pensacola; and

WHEREAS, at each work camp, the church youth groups volunteer a week of their time to repair homes throughout the community. Repairs and improvements include exterior painting, weatherization, porch and wheelchair ramp construction, and other work. In Pensacola alone, it is estimated that the 10,000 hours of volunteer labor and materials will have an economic impact of over \$250,000; and

WHEREAS, GRACE of Pensacola is a consortium of local churches and non-profit agencies assembled specifically for the Group Cares Project and is spearheaded by Christ Church Parish in Pensacola. As the hosting entity for the work camp, GRACE is responsible for costs associated with the week-long project, and donations from the community are encouraged and appreciated.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby commend GRACE of Pensacola for assisting the elderly, the handicapped, and lower-income residents of Escambia County to get free, critical home upgrades and encourages the citizens of Escambia County to participate in this wonderful event.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

*Steven L. Barry, Vice Chairman
District Five*

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: Pam Childers
Clerk of the Circuit Court**

Deputy Clerk

Adopted: June 3, 2014

PROCLAMATION

WHEREAS, West Florida High School of Advanced Technology was established in 2001;
and

WHEREAS, the West Florida High School (WFHS) Softball team – the Lady Jags had a season record of 29 wins and 1 loss; and

WHEREAS, the Lady Jags were ranked #1 in Class 4-A softball in the State of Florida; and

WHEREAS, the Lady Jags were District and Regional Champions for the 2013-2014 school year, and

WHEREAS, the Lady Jags represented WFHS for the first time in the State Final 4 Softball Tournament; and

WHEREAS, the Lady Jags defeated defending State Champ Gulliver Prep in the State semifinal game; and

WHEREAS, the Lady Jags were down 5-1 with two outs and two strikes in the bottom of the seventh inning; and

WHEREAS, the Lady Jags showed great grit and determination in rallying for an exciting 6-5 win under those circumstances to win the 2014 Class 4-A State Softball Championship Title.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates the West Florida High School's Lady Jags Softball Team on their State Softball Championship and wishes the coaches, staff, and players of the West Florida High School Softball Program continued success in the future.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: June 3, 2014

PROCLAMATION

WHEREAS, the University of West Florida's (UWF) Men's Tennis Team consists of 18 student-athletes that represent 9 different countries; and

WHEREAS, the team is a member of the National Collegiate Athletic Association (NCAA), which is the main governing body of collegiate athletics; and

WHEREAS, the UWF Men's Tennis Team plays in Division II, which is an intermediate-level division of competition. It offers an alternative to both the highly- competitive level of intercollegiate sports offered in NCAA Division I and to the no athletic scholarship environment offered in Division III and is part of the Gulf South Conference; and

WHEREAS, the team's Head Coach Derrick Racine was named the 2014 Intercollegiate Tennis Association's National Men's Tennis Coach of the Year; and

WHEREAS, also in 2014, University of West Florida's Senior Bruno Savi ranked Number 1 in the nation in singles and was named the Intercollegiate Tennis Association (ITA) National Men's Senior Player of the Year. Overseeing men's and women's varsity tennis at all levels, the ITA is the governing body of college tennis; and

WHEREAS, Head Coach Racine has one volunteer assistant coach, Chad Cage, two student-assistant coaches, Kevin Ducros and Andrey Pozhidaev, and one trainer T.J. Reed; and

WHEREAS, the University of West Florida's Men's Tennis Team won NCAA Division II National Championships in 2005 and 2006 and their third NCAA Division II National Championship in program history on May 17, 2014, in Altamonte Springs, Florida.

NOW, THEREFORE , BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, wishes to extend its congratulations to Head Coach Racine for his designation as the 2014 ITA National Men's Tennis Coach of the Year, to the members of the University of West Florida's Men's Tennis Team for their multiple wins of the prestigious NCAA Division II National Championships, and to Bruno Savi for obtaining the ranking of Number 1 in the 2014 ITA National Singles.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

*Steven L. Barry, Vice Chairman
District Five*

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: Pam Childers
Clerk of the Circuit Court**

Deputy Clerk

Adopted: June 3, 2014



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6231

Proclamations 8.

BCC Regular Meeting

Meeting Date: 06/03/2014

Issue: Adoption of Retirement Proclamations

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following seven Retirement Proclamations:

- A. The Proclamation commending and congratulating Michael G. Baxter, Equipment Operator II, Public Works Department, on his retirement after 14 years of service;
- B. The Proclamation commending and congratulating JoAnn M. DeHart, Accounting Technician, Public Safety Department, on her retirement after 28 years of service;
- C. The Proclamation commending and congratulating Sandra K. Enterkin, Jail Master Corrections Officer, Corrections Department, on her retirement after 27 years of service;
- D. The Proclamation commending and congratulating Laura A. Lowe, Senior Office Support Assistant, Building Inspections Department, on her retirement after 18 years of service;
- E. The Proclamation commending and congratulating Cynthia B. Moore, Jail Senior Corrections Officer, Corrections Department, on her retirement after 25 years of service;
- F. The Proclamation commending and congratulating Olin S. Schultz, Jail Corrections Officer, Corrections Department, on his retirement after 8 years of service; and
- G. The Proclamation commending and congratulating Brent C. Wertz, Jail Corrections Sergeant, Corrections Department, on his retirement after 25 years of service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

060314ret procs.pdf

PROCLAMATION

WHEREAS, Michael G. Baxter worked as a County employee very faithfully for 14 years, retiring as an Equipment Operator II with the Public Works Department, Roads Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Michael G. Baxter on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Michael G. Baxter for 14 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: June 3, 2014

PROCLAMATION

WHEREAS, JoAnn M. "Jodi" DeHart began employment with the Escambia County Board of County Commissioners on March 17, 1986; and

WHEREAS, Jodi worked as a County employee very faithfully for 28 years, retiring as an Accounting Technician with the Public Safety Department, Business Operations Division; and

WHEREAS, throughout her career, Jodi consistently demonstrated a strong commitment to delivering the highest quality work product for the benefit of the Department, its mission, and the employees she served and, more often than not, arranged her leave around payroll due dates; and

WHEREAS, Jodi's service has been exemplary and is worthy of special notice.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates JoAnn M. DeHart on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Jodi DeHart for her 28 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: June 3, 2014

PROCLAMATION

WHEREAS, Sandra K. Enterkin worked as a County employee very faithfully for 27 years, retiring as a Jail Master Corrections Officer with the Corrections Department, Jail Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Sandra K. Enterkin on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Sandra K. Enterkin for 27 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: June 3, 2014

PROCLAMATION

WHEREAS, Laura A. Lowe worked as a County employee very faithfully for 18 years, retiring as a Senior Office Support Assistant with the Building Inspections Department.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Laura A. Lowe on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Laura A. Lowe for 18 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: June 3, 2014

PROCLAMATION

WHEREAS, Cynthia B. Moore worked as a County employee very faithfully for 25 years, retiring as a Jail Senior Corrections Officer with the Corrections Department, Jail Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Cynthia B. Moore on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Cynthia B. Moore for 25 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: June 3, 2014

PROCLAMATION

WHEREAS, Olin S. Schultz worked as a County employee very faithfully for 8 years, retiring as a Jail Corrections Officer with the Corrections Department, Jail Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Olin S. Schultz on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Olin S. Schultz for 8 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: June 3, 2014

PROCLAMATION

WHEREAS, Brent C. Wertz worked as a County employee very faithfully for 25 years, retiring as a Jail Corrections Sergeant with the Corrections Department, Jail Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Brent C. Wertz on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Brent C. Wertz for 25 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: June 3, 2014



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6152

Written Communication 9. A.

BCC Regular Meeting

Meeting Date: 06/03/2014

Issue: Environmental (Code) Enforcement Lien Relief – 213 Brown Road

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

March 14, 2014, communication from Dana S. Weiner requesting the Board forgive all fines, interest, and penalties relative to a Code Enforcement Lien attached to property located at 213 Brown Road.

Recommendation: That the Board review and consider lien relief request made by Dana S. Weiner against property located at 213 Brown Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

The original owners were noticed under the Nuisance Abatement Ordinance. Due to lack of response from owner Escambia County abated the property and placed a lien against it. The lien amount was \$2,856.13 and placed in 1999.

BUDGETARY IMPACT:

The itemized cost shown in the code enforcement lien:

Cost

A. Administrative Cost: \$0

B. Daily Fines: \$0

C. Abatement Cost: \$2,856.13

TOTAL \$2,856.13

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon execution, the release will be sent to the Escambia County Clerks of the Court for recording.

Attachments

213 Brown Road

March 14, 2014

Dear Chairman May,

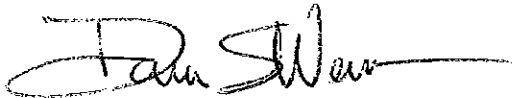
I am writing to request the Escambia County Board of County Commissioner's consideration for forgiveness of all fines, interest and penalties relative to a Code Enforcement Lien (Nuisance Abatement) attached to the property located at 213 Brown Road (Navy Point).

Following purchase of this property during the most recent Escambia County Tax Deed auction, I became aware of the outstanding lien, dated November 23, 1999 and currently assessed at \$5,395.45. Per the Notice of Lien (copy attached), the County expended \$2,856.13 for the abatement, hard costs I would willingly pay should the Board approve my request.

Having recently retired following 30 years of active duty service in the United States Navy, I purchased the property as a potential retirement location. Navy Point has always held a special place in my heart, as it is where my wife grew up and where her father and sister still reside today. In the interim, I will take all the necessary steps to restore and maintain the property in accordance with applicable ordinances.

Your favorable consideration of my request is greatly appreciated.

Most sincerely,

A handwritten signature in cursive script that reads "Dana S. Weiner". The signature is written in black ink and includes a long horizontal flourish extending to the right.

Dana S. Weiner
4628 Church Point Place
Virginia Beach, VA 23455
(717) 686-3258
dacmegb@aol.com

Attachment: NOTICE OF LIEN (99-684560)

10.50
Done

NOTICE OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Re: William B. Newsom
213 Brown Road

THIS CLAIM, being hereby filed of record, a notice to remove nuisance having been provided and no contrary showing or abatement having occurred, please be advised that, the abatement of the nuisance at the property described below for violations of the provisions of Chapter 1-20.5 of the Escambia County Code of Ordinances (Ord. No. 97-36) and Chapter 79-455, Laws of Florida, has resulted in the filing of a lien, including interest, and all cost of collection, including attorney's fees, against the subject property and shall continue to be a lien against the subject property until paid.

Escambia County completed cleanup work on October 8, 1999 on property located at 213 Brown Road, Pensacola, Florida, and more particularly described in the Official Records of Escambia County, Florida in OR Book 267 at page 358 as follows:

Lot One Hundred Thirteen (113) in Block Eight (8), in Navy Point, a Subdivision of a Portion of Section 50, Township 2 South, Range 30 West, in Escambia County, Florida, According to Plat Filed in Plat Book 1, Pages 100A, 100B and 100C of the Records of Said County.

Escambia County has expended Two Thousand, Eight Hundred, Fifty-six and 13/100 Dollars (\$2,856.13) for the abatement of a nuisance injurious to health which, in addition to the cost of advertising, title search, and reasonable attorney's fees, includes removing an unsafe structure, removing all debris and litter from the parcel, and cutting down and removing all underbrush, thereby leveling the parcel to a natural grade at premises described in this Notice of Lien, and that such sum is a lien against the said property.

Additionally, the Board of County Commissioners hereby declares that the Lien and all cost of collection, together with attorney's fees, including all publication and title information cost, may be paid without interest within 90 days of publication of notice of the recordation of this Lien, and thereafter the amount so fixed, together with interest at the rate of 8 percent per annum, for the first year and 6 percent thereafter, from the date of the record of said lien. This Lien shall be superior to all other liens except liens for taxes and other special assessment liens imposed by the County, and collection thereof shall be enforced as provided by law for the collection and enforcement of taxes and assessments levied upon real property.

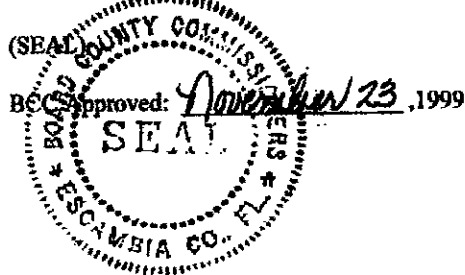
This Notice of Lien has been approved by the Board of County Commissioners and the sum referenced herein shall be a lien against the real property from and after the 23rd day of November, 1999 until paid.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: Mike Bass
Mike Bass, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: Teria C. Harris
Deputy Clerk



RCD Nov 24, 1999 03:21 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-684560



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6165

Written Communication 9. B.

BCC Regular Meeting

Meeting Date: 06/03/2014

Issue: Environmental (Code) Enforcement Lien Relief – 10861 Berryhill Road

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

April 23, 2014, email communication from Anthony Johnson, Wells Fargo Home Mortgage, requesting the Board forgive a Code Enforcement Lien attached to property located at 10861 Berryhill Road.

Recommendation: That the Board review and consider lien relief request made by Anthony Johnson against property located at 10861 Berryhill Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Anthony Johnson has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

June 22, 2010 The Office of Environmental Enforcement received a complaint for overgrowth, trash, debris, inoperable vehicle and deteriorated structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was mailed both regular and certified mail to the owner. Certified mail returned marked unclaimed.

August 27, 2010 A reinspection was conducted and violations remained. A title search was requested.

Follow up inspections were conducted on 9/17/10 and 10/15/10 with no improvements.

November 5, 2010 Officer located new address for owner and mailed second notice of violation. Certified notice was returned marked "Not deliverable as addressed".

January 27, 2011 No progress made. Officer mailed notice of violation to Wells Fargo which was received on 3/18/11.

April 8, 2011 Due to no improvements on property officer requested court date.

May 17, 2011 A notice of hearing was mailed to owner and Wells Fargo, both regular and certified mail. Owner's hearing notice was returned marked "Unable to forward" and Wells Fargo received their hearing notice.

June 7, 2011 Hearing held . Court cost of \$1,100.00 was award and a \$25.00 per day fine issued. Owner had until 07/08/11 to abate violations.

June 10, 2011 A copy of the order was mailed to the owner and bank both regular and certified mail.

July 8, 2011 Violations remained and a Letter of Non-compliance was mailed to the owner.

October 25, 2013 Violations were abated by Wells Fargo.

January 21, 2014 Special Magistrate reduced the fines from \$21,000.00 to \$2,925.00.

BUDGETARY IMPACT:

The itemized costs shown in the Code Enforcement Lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$2,925.00

C. Abatement Cost: \$0

TOTAL \$4,025.00

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

10861 Berryhill Road

Sandra F Slay

From: Anthony.Johnson@wellsfargo.com
Sent: Wednesday, April 23, 2014 4:48 PM
To: Sandra F Slay
Subject: RE: 10861 berryhill rd, Pensacola, FL 32506
Attachments: Untitled.tif

Hello,

I am emailing you in regards to the property located at 10861 Berryhill Rd. Pensacola, FL 32506. We received a notice of lien in the amount of \$4,154.00. We are requesting a reduction or complete forgiveness of the lien placed on the property due to our process. The fines were accruing during this process and Wells Fargo were not aware of the initial citation. Please let me know if a reduction or forgiveness is possible under these circumstances.

Thank You.

Anthony Johnson

Property Preservation - Code Violation

Wells Fargo Home Mortgage | MAC x9400-022 | 11200 W Parkland Avenue | Milwaukee, WI 53224

Phone: 414.214.5051 | Fax: 866.512.0757 | Anthony.Johnson@wellsfargo.com | Office Hours: 6:00AM-2:30PM CST

Our mission is to provide great customer service, please contact my manager directly at email Rhonda.Hollins@wellsfargo.com with positive feedback and/or concerns.

Do you have an inquiry regarding the Property Preservation and Maintenance of a loan serviced by Wells Fargo? If so, please send an e-mail inquiry to codeviolations@wellsfargo.com or contact Wells Fargo using our toll-free number (877-617-5274).

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

From: Sandra F Slay [<mailto:SFSLAY@co.escambia.fl.us>]
Sent: Monday, April 21, 2014 7:47 AM
To: Johnson, Anthony
Subject: RE: 10861 berryhill rd, Pensacola, FL 32506

Yes, please send me an email stating what you are requesting such as reduction of liens, fines or complete forgiveness of liens.

I will need the address of the property in the body of the email along with the reason why you are requesting relief.

Once I get this information I will have to process your request through our legal department for review. When I get the okay from them to schedule it before the Board I will let you know date and time of Board meeting.

If I can be of further assistance please let me know.

Sandra

From: Anthony.Johnson@wellsfargo.com [<mailto:Anthony.Johnson@wellsfargo.com>]
Sent: Wednesday, April 16, 2014 3:52 PM

To: Sandra F Slay
Subject: 10861 berryhill rd, Pensacola, FL 32506

Hello,

I am emailing in regards to the property mentioned above. Can you advise how we would go about getting fines reduced for a lien?

Anthony Johnson

Property Preservation - Code Violation

Wells Fargo Home Mortgage | MAC x9400-022 | 11200 W Parkland Avenue | Milwaukee, WI 53224

Phone: 414.214.5051 | Fax: 866.512.0757 | Anthony.Johnson@wellsfargo.com | Office Hours: 6:00AM-2:30PM CST

Our mission is to provide great customer service, please contact my manager directly at email Rhonda.Hollins@wellsfargo.com with positive feedback and/or concerns.

Do you have an inquiry regarding the Property Preservation and Maintenance of a loan serviced by Wells Fargo? If so, please send an e-mail inquiry to codeviolations@wellsfargo.com or contact Wells Fargo using our toll-free number (877-617-5274).

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 10861 Berryhill Road
Property Owner: Darryl M. Giles
Original Complaint: Overgrowth, trash, debris, inoperable vehicle and deteriorated structure.
EE Case #: CE 100603467

- 06/22/10** Received complaint for overgrowth, trash, debris, inoperable vehicle and deteriorated structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail. Certified mail returned unclaimed.
- 08/27/10** No progress made. Ordered title search.
- 09/17/10** No progress made.
- 10/15/10** No progress made.
- 11/05/10** No progress. Located new address for owner. Mailed second NOV to owner. NOV returned marked "Not deliverable as addressed".
- 01/27/11** No progress made.
- 01/28/11** Mailed NOV to Wells Fargo. Property is in foreclosure. NOV received by bank on 03/18/11.
- 04/08/11** Special Magistrate hearing requested
- 05/17/11** Notice of Hearing sent both regular and certified mail to owner and Wells Fargo. Notice mailed to owner returned marked "Unable for forward". Wells Fargo received their notice. Copy of hearing posted on property and photos taken.
- 06/07/11** Hearing held. \$1,100.00 court cost awarded to Escambia County, \$25.00 per day fine with a deadline of 07/08/11.
- 06/10/11** Copy of Order mailed to owner and bank both regular and certified mail.
- 07/08/11** No progress made. Failed inspection.
- 07/10/11** Letter of Non-compliance sent to owner.

10/25/13 **Violations abated by Wells Fargo.**

01/21/14 **Special Magistrate reduced the fines amount from \$21,000.00 to \$2,925.00. (6/30/13-10/25/13)**

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines(\$25.00 per day)	\$2,925.00
County Abatement Fees	<u> \$0</u>
TOTAL	\$4,025.00

This amount does not include the Clerk's recording fees or interest.

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014004865 01/23/2014 at 09:58 AM
OFF REC BK: 7127 PG: 1837 - 1837 Doc Type: CELT
RECORDING: \$10.00

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-06-03467
Location: 10861 Berryhill Road
PR# 162S311010130001

Wells Fargo Bank NA
One Home Campus
Des Moines, IA 50328


Douglas C Zahm, P A
12425 28th Street North Ste 200
St Petersburg, FL 33716-1826

AMENDED ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of June 07, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (c) Inoperable Vehicle (s), (d) Overgrowth, 30-203 (n), (p), (x), and (dd). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated June 07, 2011.

Itemized	Cost
a. Fines \$25.00 per day (6/30/13-10/25/13)	\$ 2,925.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ <u>0.00</u>
Total:	\$ 4,025.00

DONE AND ORDERED at Escambia County, Florida on this 21st day of January, 2014.



Janet Lander
Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6246

Written Communication 9. C.

BCC Regular Meeting

Meeting Date: 06/03/2014

Issue: The U.S. Energy Policy Act of 2005/Commercial Building Deduction

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

May 8, 2014, email communication from Ben Townes, TOWNES + architects, P.A., concerning his firm's request that Escambia County allocate the income tax deduction for building owners, per the U.S. Energy Policy Act of 2005, to TOWNES + architects, P.A., for the design of the Marie K. Young Wedgewood Community Center.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Mr. Ben Townes' Email

Judy H. Witterstaeter

From: Ben Townes [ben@townesplus.com]
Sent: Thursday, May 08, 2014 4:15 PM
To: Judy H. Witterstaeter
Subject: 179D Federal Tax Deduction
Attachments: 179D letter.pdf

Ms. Witterstaeter:

Attached please find a copy of a letter sent to Mr. Newsom, regarding the U.S. Energy Policy Act of 2005. This Act offers tax deductions as incentives for building owners to construct energy efficient building. The Act allows governmental entities, such as yourself, that cannot take Federal tax deductions, to allocate the deduction to the building designers, like myself. Along with the letter is a draft of a letter, with all the required information for the allocation from the County. Also attached is IRS Notice 2008-40 that goes into greater detail.

We are your Architect for the Wedgewood (Marie K. Young) Community Center which received 3 Green Globes for energy efficiency. This project qualifies for the Federal tax deduction.

In speaking with Katie McArthur today, she recommended that I send this to you. Mr. David Wheeler has advised that the letter would be brought before the Commission as a "Written Communications" item for the Commission's approval of the allocation. I was following up with Mr. Newsome to see if it had made it on tonight's agenda.

Thank you for taking time to review this for me. I know that the County has its hands full from the recent historical weather event. Should you have any questions in this regards, please do not hesitate to contact me.

Sincerely,

Ben Townes
TOWNES + architects, P.A.
2421 North 12th Ave.
Pensacola, FL 32503
(850) 433-0203
ben@townesplus.com

TOWNES + architects, P.A.

Architects □ □ □ Planners
2421 North 12th Ave. Pensacola, Florida 32503

April 25, 2014

Larry Newsom - Interim County Administrator
221 Palafox Place, Ste. 420
Pensacola, Florida 32502

RE: Energy Policy Act of 2005 / Commercial Building Deduction.

Dear Mr. Newsom:

The U. S. Energy Policy Act of 2005 includes an income tax deduction for building owners (section 179D) as an incentive for investments in energy efficient commercial buildings that are put into service between Jan. 1, 2006 and December 31, 2013. These investments must be designed to significantly reduce the heating, cooling, water heating and interior light cost for new or existing commercial buildings.

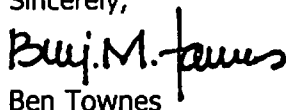
Governmental entities cannot take the income tax deduction. Therefore, Section 3 – Special Rule For Government – Owned Buildings states that Federal, State or local governments may allocate the 179D deduction to the person primarily responsible for the design the property, for example, the architect and/or engineer. We have attached IRS Notice 2008-40 for your information and reference.

We had the great opportunity to design The Marie K. Young Wedgewood Community Center that was placed in service in 2012. The project is certified '3 Green Globes' per the Green Globes new construction rating system for its energy efficient design. We respectfully request that Escambia County allocate the 179D income tax deduction for this building to TOWNES + architects and his engineers.

Per Section 3.04, the allocation must be in writing from you, the building owner, stating the allocation of the deduction to the designers. We believe it is not only important but fair that the Mechanical and Electrical Engineer responsible for the design be allocated a percentage of the deduction. We believe the distribution should be based upon the percentage of the Basic Services fee paid to the engineer for his services for the project. We have included a draft letter required for the allocation for your review and use.

We understand that this deduction may not have been pursued completely by any other designers for buildings in Escambia County. We would be happy to meet with you and your staff to discuss further the details of this deduction.

Sincerely,


Ben Townes

Telephone: (850) 433-0203

Fax: (850) 433-2177

AA-26001051

ESCAMBIA COUNTY LETTERHEAD

Date

TOWNES + architects, P.A.
2421 North 12th Ave.
Pensacola, FL 32503

Attention: Mr. Ben Townes

RE: Notice of Allocation for 2006-52 Deduction for Energy Efficient Commercial Buildings

Mr. Townes:

In accordance with Section 1331 of the U.S. Energy Policy Act of 2005, enacted as 179D of the Code, the Commissioners of Escambia County, FL hereby allocate to the designers of the Marie K. Young Wedgewood Community Center the maximum allowable income tax deduction as indicated below. This letter provides the required information under Section 3: Special Rule For Government-Owned Buildings – Allocation of the Deduction.

Owner:

The Commissioners of Escambia County
Larry Newsom, Interim County Administrator
221 Palafox Place
Pensacola, Florida 32502
(850) 595-3935

Architect:

Benjamin M. Townes
TOWNES + architects, P.A.
2421 North 12th Avenue
Pensacola, Florida 32503
(850) 433-0203

Engineer:

Howard M. Yonge
H.M. Yonge and Associates
49 East Chase Street
Pensacola, Florida 32501
(850) 434-2661

Building information:

Marie K. Young Wedgewood Community Center
6405 Wagner Road
Pensacola, Florida 32505
Cost of property: \$2,366,988.00
Date placed in service: August 10, 2012

The amount allocated to the designers shall be the maximum amount allowable by law. The allocation to the designers shall be based upon the following schedule:

TOWNES + architects, P.A. - 80%
H.M. Yonge and Associates - 20%

This distribution is based upon the percent of the Basic Services fee paid the MEP engineers by the Architect.

Signatures:

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

Owner's Authorized Representative:

Signature	Printed Name	Date
-----------	--------------	------

Architect:

Signature	Printed Name	Date
-----------	--------------	------

Engineer:

Signature	Printed Name	Date
-----------	--------------	------



Internal Revenue Bulletin: 2008-14

April 7, 2008

Notice 2008-40

Amplification of Notice 2006-52; Deduction for Energy Efficient Commercial Buildings

Table of Contents

- [SECTION 1. PURPOSE](#)
- [SECTION 2. BACKGROUND](#)
- [SECTION 3. SPECIAL RULE FOR GOVERNMENT-OWNED BUILDINGS](#)
- [SECTION 4. LIST OF APPROVED SOFTWARE PROGRAMS](#)
- [SECTION 5. CERTIFICATION REQUIREMENTS FOR INTERIM LIGHTING RULE](#)
- [SECTION 6. APPLICATION OF THE INTERIM LIGHTING RULE TO UNCONDITIONED GARAGE SPACE](#)
- [SECTION 7. CHANGES RELATING TO PARTIALLY QUALIFYING PROPERTY](#)
- [SECTION 8. PAPERWORK REDUCTION ACT](#)
- [SECTION 9. DRAFTING INFORMATION](#)

SECTION 1. PURPOSE

This notice clarifies and amplifies Notice 2006-52, 2008-1 C.B. 1175. Notice 2006-52 provides a process that allows a taxpayer who owns a commercial building and installs property as part of the commercial building's interior lighting systems, heating, cooling, ventilation, and hot water systems, or building envelope to obtain a certification that the property satisfies the energy efficiency requirements of § 179D(c)(1) and (d) of the Internal Revenue Code. Notice 2006-52 also provides for a public list of software programs that may be used in calculating energy and power consumption for purposes of § 179D.

This notice sets forth additional guidance relating to the deduction for energy efficient commercial buildings under § 179D and is intended to be used with Notice 2006-52. Any reference in this notice to Standard 90.1-2001 should be treated as a reference to ANSI/ASHRAE/IESNA Standard 90.1-2001, Energy Standard for Buildings Except Low-Rise Residential Buildings, developed for the American National Standards Institute by the American Society of Heating, Refrigerating, and Air Conditioning Engineers and the Illuminating Engineering Society of North America (as in effect on April 2, 2003, including addenda 90.1a-2003, 90.1b-2002, 90.1c-2002, 90.1d-2002, and 90.1k-2002 as in effect on that date).

SECTION 2. BACKGROUND

Section 1331 of the Energy Policy Act of 2005, Pub. L. No. 109-58, 119 Stat. 594 (2005), enacted § 179D of the Code, which provides a deduction with respect to energy efficient commercial buildings. Section 204 of the Tax Relief and Health Care Act of 2006, Pub. L. No. 109-432, 120 Stat. 2922 (2006), extends the § 179D deduction through December 31, 2008.

Section 179D(a) allows a deduction to a taxpayer for part or all of the cost of energy efficient commercial building property that the taxpayer places in service after December 31, 2005, and before January 1, 2009. Sections 179D(d)(1) and 179D(f) allow a deduction to a taxpayer for part or all of the cost of certain partially qualifying commercial building property that the taxpayer places in service after December 31, 2005, and before January 1, 2009. Partially qualifying commercial building property is property that would be energy efficient commercial building property but for the failure to achieve the 50-percent reduction in energy and power costs required under § 179D(c)(1)(D).

SECTION 3. SPECIAL RULE FOR GOVERNMENT-OWNED BUILDINGS

.01 *In General.* In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) that is installed on or in property owned by a Federal, State, or local government or a political subdivision thereof, the owner of the property may allocate the § 179D deduction to the person primarily responsible for designing the property (the designer). If the allocation of a § 179D deduction to a designer satisfies the requirements of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service.

.02 *Designer of Government-Owned Buildings.* A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A person that merely installs, repairs, or maintains the property is not a designer.

.03 *Allocation of the Deduction.* If more than one designer is responsible for creating the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) on or in a government-owned building, the owner of the building shall—

- (1) determine which designer is primarily responsible and allocate the full deduction to that designer, or
- (2) at the owner's discretion, allocate the deduction among several designers.

.04 *Form of Allocation.* An allocation of the § 179D deduction to the designer of a government-owned building must be in writing and will be treated as satisfying the requirements of this section with respect to energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) if the allocation contains all of the following:

- (1) The name, address, and telephone number of an authorized representative of the owner of the government-owned building.
- (2) The name, address, and telephone number of an authorized representative of the designer receiving the allocation of the § 179D deduction.
- (3) The address of the government-owned building on or in which the property is installed.
- (4) The cost of the property.
- (5) The date the property is placed in service.
- (6) The amount of the § 179D deduction allocated to the designer.

- (7) The signatures of the authorized representatives of both the owner of the government-owned building and the designer or the designer's authorized representative; and
- (8) A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

.05 Obligations of Designer. Before a designer may claim the § 179D deduction with respect to property installed on or in a government-owned building, the designer must obtain the written allocation described in section 3.04. A designer is not required to attach the allocation to the return on which the deduction is taken. However, § 1.6001-1(a) of the Income Tax Regulations requires that taxpayers maintain such books and records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the taxpayer. Accordingly, a designer claiming a deduction under § 179D should retain the allocation as part of the taxpayer's records for purposes of § 1.6001-1(a) of the Income Tax Regulations.

.06 Tax Consequences to Designer of Government-Owned Buildings. The maximum amount of the § 179D deduction to be allocated to the designer is the amount of the costs incurred by the owner of the government-owned building to place the energy efficient commercial building property in service. A partial deduction may be allocated and computed in accordance with the procedures set forth in sections 2 and 3 of Notice 2008-52. The designer does not include any amount in income on account of the § 179D deduction allocated to the designer. In addition, the designer is not required to reduce future deductions by an amount equal to the § 179D deduction allocated to the designer. Although reducing future deductions in this manner would provide equivalent treatment for designers that are allocated a § 179D deduction and building owners that are required to reduce the basis of their energy efficient commercial building property by the amount of the § 179D deduction they claim, § 179D does not provide for any reductions other than reductions to the basis of the energy efficient commercial building property.

.07 Tax Consequences to Owner of Public Building. The owner of the public building is not required to include any amount in income on account of the § 179D deduction allocated to the designer. The owner of the public building is, however, required to reduce the basis of the energy efficient commercial building property (or partially qualifying commercial building property) by the amount of the § 179D deduction allocated.

SECTION 4. LIST OF APPROVED SOFTWARE PROGRAMS

.01 In General. The Department of Energy creates and maintains a public list of software that may be used to calculate energy and power consumption and costs for purposes of providing a certification under section 4 of Notice 2008-52. This public list appears at http://www.eere.energy.gov/buildings/info/tax_incentives.html. Software will be included on the list if the software developer submits the following information to the Department of Energy.

- (1) The name, address, and (if applicable) web site of the software developer;
- (2) The name, email address, and telephone number of the person to contact for further information regarding the software;
- (3) The name, version, or other identifier of the software as it will appear on the list;
- (4) All test results, input files, output files, weather data, modeler reports, and the executable version of the software with which the tests were conducted; and
- (5) A declaration by the developer of the software made under penalties of perjury and containing all of the following information:
 - (a) A statement that the software has been tested according to the American National Standards Institute/American Society of Heating, Refrigerating and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 140-2007 Standard Method of Test for the Evaluation of Building Energy Analysis Computer Programs.
 - (b) A statement that the software can model explicitly—
 - (i) 8,760 hours per year;
 - (ii) Calculation methodologies for the building components being modeled;
 - (iii) Hourly variations in occupancy, lighting power, miscellaneous equipment power, thermostat setpoints, and HVAC system operation, defined separately for each day of the week and holidays;
 - (iv) Thermal mass effects;
 - (v) Ten or more thermal zones;
 - (vi) Part-load performance curves for mechanical equipment;
 - (vii) Capacity and efficiency correction curves for mechanical heating and cooling equipment; and
 - (viii) Air-side and water-side economizers with integrated control.
 - (c) A statement that the software can explicitly model each of the following HVAC systems listed in Appendix G of Standard 90.1-2004:
 - (i) Packaged Terminal Air Conditioner (PTAC) (air source), single-zone package (through the wall), multi-zone hydronic loop, air-to-air DX coil cooling, central boiler, hot water coil.
 - (ii) Packaged Terminal Heat Pump (PTHP) (air source), single-zone package (through the wall), air-to-air DX coil heat/cool.
 - (iii) Packaged Single Zone Air Conditioner (PSZ-AC), single-zone air, air-to-air DX coil cool, gas coil, constant-speed fan.
 - (iv) Packaged Single Zone Heat Pump (PSZ-HP), single-zone air, air-to-air DX coil cool/heat, constant-speed fan.
 - (v) Packaged Variable-Air-Volume (PVAV) with reheat, multi-zone air, multi-zone hydronic loop, air-to-air DX coil, VAV fan, boiler, hot water VAV terminal boxes.
 - (vi) Packaged Variable-Air-Volume with parallel fan powered boxes (PVAV with PFP boxes), multi-zone air, DX coil, VAV fan, fan-powered induction boxes, electric reheat.
 - (vii) Variable-Air-Volume (VAV) with reheat, multi-zone air, multi-zone hydronic loop, air-handling unit, chilled water coil, hot water coil, VAV fan, chiller, boiler, hot water VAV boxes.
 - (viii) Variable-Air-Volume with parallel fan powered boxes (VAV with PFP boxes), multi-zone air, air-handling unit, chilled water coil, hot water coil, VAV fan, chiller, fan-powered induction boxes, electric reheat.
- (d) A statement that the software can—
 - (i) Either directly determine energy and power costs or produce hourly reports of energy use by energy source suitable for determining energy and power costs separately; and
 - (ii) Design load calculations to determine required HVAC equipment capacities and air and water flow rates.
- (e) A statement describing which, if any, of the following the software can explicitly model:
 - (i) Natural ventilation.
 - (ii) Mixed mode (natural and mechanical) ventilation.
 - (iii) Earth tempering of outdoor air.

- (iv) Displacement ventilation.
- (v) Evaporative cooling.
- (vi) Water use by occupants for cooking, cleaning or other domestic uses.
- (vii) Water use by heating, cooling, or other equipment, or for on-site landscaping.
- (viii) Automatic interior or exterior lighting controls (such as occupancy, photocells, or time clocks).
- (ix) Daylighting (sidelighting, skylights, or tubular daylight devices).
- (x) Improved fan system efficiency through static pressure reset.
- (xi) Radiant heating or cooling (low or high temperature).
- (xii) Multiple or variable speed control for fans, cooling equipment, or cooling towers.
- (xiii) On-site energy systems (such as combined heat and power systems, fuel cells, solar photovoltaic, solar thermal, or wind).

02 *Addresses.* Submissions under this section must be addressed as follows:

Commercial Software List
 Department of Energy
 Office of Building Technologies,
 EE-2J
 1000 Independence Ave., SW
 Washington, DC 20585-0121

.03 *Updated Lists.* The software list at http://www.eere.energy.gov/buildings/info/tax_incentives.html will be updated as necessary to reflect submissions received under this section.

.04 *Removal from Published List.* The Department of Energy may, upon examination, determine that software is not sufficiently accurate to justify its use in calculating energy and power consumption and costs for purposes of providing a certification under section 4 of Notice 2008-52 and remove the software from the published list. The Department of Energy may undertake such an examination on its own initiative or in response to a public request supported by appropriate analysis of the software's deficiencies.

.05 *Effect of Removal from Published List.* Software may not be used to calculate energy and power consumption and costs for purposes of providing a certification with respect to property placed in service after the date on which the software is removed from the published list. The removal will not affect the validity of any certification with respect to property placed in service on or before the date on which the software is removed from the published list.

.06 *Public Availability of Information.* The Department of Energy may make all information provided under paragraph .01 of this section available for public review.

.07 *Applicability.* The procedures in this section supersede the procedures set forth in section 6 of Notice 2006-52 for periods after March 31, 2008. Any software that is included on the public list on March 31, 2008, will remain on the public list unless and until removed under the procedures set forth in this section.

SECTION 5. CERTIFICATION REQUIREMENTS FOR INTERIM LIGHTING RULE

.01 *In General.* Section 2.03(1)(b) of Notice 2008-52 provides an interim rule under which partially qualifying property is treated as energy efficient lighting property (the Interim Lighting Rule). Before a taxpayer may claim the § 179D deduction under the Interim Lighting Rule with respect to energy efficient lighting property installed on or in a commercial building, the taxpayer must obtain a certification with respect to the property. The certification must be provided by a qualified individual. Section 4 of Notice 2006-52 provides that the certification must include a statement that qualified computer software was used to calculate energy and power consumption and costs. That section also provides that the certification must include a statement that the building owner has received an explanation of projected annual energy costs. These requirements are appropriate only in the case of certifications that involve calculations of energy and power consumption and cost. The Interim Lighting Rule is satisfied by a reduction in lighting power density and such a reduction may be computed using a spreadsheet or other similar software. This computation does not require qualified computer software to model the entire building system or a determination of projected annual energy costs. Accordingly, the requirements of section 4 of Notice 2008-52 do not apply to certifications under the Interim Lighting Rule.

.02 *Applicable Requirements.* A taxpayer is not required to attach the certification to the return on which the deduction is taken. However, § 1.6001-1(a) of the Income Tax Regulations requires that taxpayers maintain such books and records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the taxpayer. Accordingly, a taxpayer claiming a deduction under § 179D should retain the certification as part of the taxpayer's records for purposes of § 1.6001-1(a) of the Income Tax Regulations. The qualified individual providing a certification under the interim rule must document a reduction in lighting power density in a thorough and consistent manner. A certification under the Interim Lighting Rule will be treated as satisfying the requirements of § 179D(c)(1) if the certification contains all of the following:

- (1) The name, address, and telephone number of the qualified individual;
- (2) The address of the building to which the certification applies;
- (3) A statement by the qualified individual that the interior lighting systems that have been, or are planned to be, incorporated into the building—
 - (a) Achieve a reduction in lighting power density of at least 25 percent (50 percent in the case of a warehouse) of the minimum requirements in Table 9.3.1.1 or Table 9.3.1.2 (not including additional interior lighting power allowances) of Standard 90.1-2001;
 - (b) Have controls and circuiting that comply fully with the mandatory and prescriptive requirements of Standard 90.1-2001;
 - (c) Include provision for bi-level switching in all occupancies except hotel and motel guest rooms, store rooms, restrooms, public lobbies, and garages; and
 - (d) Meet the minimum requirements for calculated lighting levels as set forth in the IESNA Lighting Handbook, Performance and Application, Ninth Edition, 2000;
- (4) A statement by the qualified individual that—
 - (a) Field inspections of the building were performed by a qualified individual after the energy efficient lighting property has been placed in service;
 - (b) The field inspections confirmed that the building has met, or will meet, the reduction in lighting power density required by the design plans and specifications; and
 - (c) The field inspections were performed in accordance with inspection and testing procedures that—
 - (i) Have been prescribed by the National Renewable Energy Laboratory (NREL) as Energy Savings Modeling and Inspection Guidelines for Commercial Building Federal Tax Deduction; and
 - (ii) Are in effect at the time the certification is given;
- (5) A list identifying the components of the energy efficient lighting property installed on or in the building, the energy efficiency features of the building, and its projected lighting power density;
- (6) A statement that the building owner has received an explanation of the energy efficiency features of the building and its projected lighting power density;
- (7) A declaration, applicable to the certification and any accompanying documents, signed by the qualified individual, in the following form:

"Under penalties of perjury, I declare that I have examined this certification, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this certification are true, correct, and complete."

SECTION 6. APPLICATION OF THE INTERIM LIGHTING RULE TO UNCONDITIONED GARAGE SPACE

For purposes of the Interim Lighting Rule, the definition of a Building within the Scope of Standard 90.1-2001 (found in Section 5.01 of Notice 2006-52) is expanded to include a structure that—

- (1) Encloses space affording shelter to persons, animals, or property within exterior walls (or within exterior and party walls) and a roof.
- (2) Is not a single-family house, a multi-family structure of three stories or fewer above grade, a manufactured house (mobile home), or a manufactured house (modular); and
- (3) Is unconditioned attached or detached garage space as referenced by Tables 9.3.1.1 and 9.3.1.2 of Standard 90.1-2001.

SECTION 7. CHANGES RELATING TO PARTIALLY QUALIFYING PROPERTY

.01 Energy Savings Percentages. A taxpayer may apply section 2.05 of Notice 2006-52 by substituting "10" for "16²/₃" in section 2.05(1) of such notice. If a taxpayer makes this substitution, the taxpayer must apply sections 2.03 and 2.04 of Notice 2006-52 by substituting "20" for "16²/₃" in sections 2.03(1)(a) and 2.04(1) of such notice. If § 179D is extended beyond December 31, 2008, the Internal Revenue Service and the Treasury Department expect, in the absence of other changes to § 179D, that the substitute percentages set forth in this section will be the only percentages used in determining whether property placed in service after December 31, 2008, is partially qualifying property.

.02 Limitation on Deduction for Partially Qualifying Property.

(1) *In General.* If property installed on or in a building is treated as partially qualifying property under sections 2.03, 2.04, and 2.05 of Notice 2006-52, the deduction for the cost of such property shall not exceed the greatest of the following amounts:

- (a) The sum of the deductions allowable under sections 2.03 and 2.04 of such notice;
- (b) The sum of the deductions allowable under sections 2.04 and 2.05 of such notice; or
- (c) The sum of the deductions allowable under sections 2.03 and 2.05 of such notice.

(2) *Application to Multiple Taxpayers.* If two or more taxpayers install property on or in the same building and the deduction for the cost of the property is subject to the limitation in section 7.02(1) of this notice, the aggregate amount of the § 179D deductions allowed to all such taxpayers with respect to the building shall not exceed the amount determined under section 7.02(1) of this notice.

SECTION 8. PAPERWORK REDUCTION ACT

The collections of information contained in this notice have been reviewed and approved by the Office of Management and Budget in accordance with the Paperwork Reduction Act (44 U.S.C. 3507) under control number 1545-2004.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection of information displays a valid OMB control number.

The collections of information are in sections 4 and 6 of Notice 2006-52 and sections 4 and 5 of this notice. This information is required to be collected and retained in order to ensure that energy efficient commercial building property meets the requirements for the deduction under § 179D. This information will be used to determine whether commercial building property for which certifications are provided is property that qualifies for the deduction.

The collection of information is required to obtain a benefit.

The likely respondents are two groups: qualified individuals providing a certification under § 179D (section 4 of Notice 2006-52 and section 5 of this notice) and software developers seeking to have software included on the public list created by the Department of Energy (section 6 of Notice 2006-52 and section 4 of this notice).

For qualified individuals providing a certification under § 179D, the likely respondents are individuals. The likely number of certifications is 20,000. The estimated burden per certification ranges from 15 to 30 minutes with an estimated average burden of 22.5 minutes. The estimated total annual reporting burden is 7,500 hours.

For software developers seeking to have software included on the public list created by the Department of Energy, the likely respondents are individuals, corporations and partnerships. The estimated total annual reporting burden is 75 hours. The estimated annual burden per respondent varies from 1 to 2 hours, depending on individual circumstances, with an estimated average burden of 1¹/₂ hours to complete the submission required to have the software added to the public list. The estimated number of respondents is 50. The estimated frequency of responses is once.

Books or records relating to a collection of information must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and tax return information are confidential, as required by 26 U.S.C. 6103.

SECTION 9. DRAFTING INFORMATION

The principal author of this notice is Jennifer C. Bernardini of the Office of Associate Chief Counsel (Passthroughs & Special Industries). For further information regarding this notice, contact Jennifer C. Bernardini at (202) 622-3110 (not a toll-free call).

Priny

Up
11/11/07

Neal

More Internal Revenue Bulletins



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6173

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 06/03/2014

Issue: 5:31 p.m. Public Hearing - Permit Renewal - Longleaf C&D Disposal Facility

From: Pat Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility.

Recommendation: That the Board authorize the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

[Funding: Fund 401, Solid Waste Fund, Account Number 343402]

BACKGROUND:

An application to renew a Permit to Construct and/or Operate a Construction and Demolition Debris Facility was submitted to the Solid Waste Management Department by Waste Management, Inc., d/b/a Longleaf C&D Disposal Facility.

The Escambia County Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

BUDGETARY IMPACT:

A Solid Waste Management Permit Application Fee of \$1,000.00 has been deposited into the Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the permit for form and legal sufficiency by legal signoff.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2006-24, enacted March 16, 2006, requires a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Longleaf Permit Form 2014

Longleaf Application 2014



Solid Waste Management Department

13009 Beulah Road
Cantonment, FL 32533
Phone: 850.937.2160

Patrick T. Johnson, Department Director

Permit to Construct and/or Operate a Construction and Demolition Debris Facility

Permittee:	Waste Management, Inc.
Facility Name:	Longleaf C&D Disposal Facility
Facility Type:	In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004
File Number:	2006-04-001CDD
Original Date of Issue:	April 26, 2006
Renewal Date:	June 3, 2014
Expiration Date:	June 2, 2015
Development Review #:	41-1S-30-1000-000-000
Date:	05/30/2001
Total Acreage of Facility:	40 Acres
Total Area Licensed for Disposal:	40 Acres

This permit is issued under the provision of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To construct and operate a Construction and Demolition Debris disposal facility located on a 40-acre site on Longleaf Drive east of SR297 in Escambia County Florida. Operation of the facility shall be in accordance with the permit renewal application received on March 25, 2014, and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittee is hereby placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
 - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
 - c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
 - a. A description of and cause of noncompliance, and
 - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director
Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail Pat_Johnson@co.escambia.fl.us

Copy to:

Doyle O. Butler
Engineering Project Coordinator
Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail DOBUTLER@co.escambia.fl.us

Specific Permit Conditions – Infill Facilities

- 1. Facility Setback.**
Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).
- 2. Aerial and Vertical Height.**
Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).
- 3. Fencing and Access Control.**
Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).
- 4. Cover Material and Application**
Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).
- 5. Operational Hours**
Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th. Section 82.227. (3)(e).
- 6. Volume Reduction**
Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).
- 7. Dust Suppression.**
Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).
- 8. Nuisance**
No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

9. **Queuing**
Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).
10. **Commercial General Liability Coverage**
The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.
11. **Litter, Sediment and Traffic Control; Road Maintenance.**
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

Longleaf Drive and Kemp Road, .5 miles either side of facility entrance.
12. **Abatement Procedures**
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.
13. **Required Reports**
Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.
14. **Permit Renewals**
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 2006-04-001CDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160

Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~Lumon May, Chairman~~

Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency

By: 

Title: ASSISTANT COUNTY ATTORNEY

Date: MAY 21, 2014

BCC Approved: _____

BCC Authorization Date: _____

Permit Issue Date: June 3, 2014

Permit Expiration Date: June 2, 2015

Issuing Officer: Patrick T. Johnson
Department Director, Solid Waste Management

Signature

Date



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A
CONSTRUCTION AND DEMOLITION DEBRIS
OR LAND CLEARING DISPOSAL
MANAGEMENT FACILITY

April 13, 2006

**Escambia County
Department of Solid Waste Management
APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY**

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- Regional
- Rural
- Infill
- Transfer
- Land Clearing Debris (LCD)

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- | | |
|---|--|
| <input type="checkbox"/> New | <input type="checkbox"/> Substantial Modification |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Intermediate Modification |
| | <input type="checkbox"/> Minor Modification |

4. Facility name: Longleaf C&D Disposal Facility

5. ID Number: 2006-4-001CDD

6. Facility location (main entrance): 2023 Longleaf Drive

Pensacola, FL 32505

7. Location coordinates:

Section: 41 Township: 1S Range: 30W

Latitude: 30 ° 29 ' 4 " Longitude: 87 ° 17 ' 0 "

8. Applicant name (operating authority): Longleaf C&D Disposal Facility, Inc.

Mailing address: 2023 Longleaf Drive, Pensacola, FL 32505

Street or P.O. Box City County Zip

Contact person: Robert Boykin Telephone: (850) 564-2825

Title: District Manager Email: rboykin@wm.com

9. Authorized agent/consultant: _____

Mailing address: _____
Street or P.O. Box City County Zip

Contact person: _____ Telephone: (____) _____

Title: _____ Email: _____

10. Landowner (if different than applicant): _____

Mailing address: _____
Street or P. O. Box City County Zip

Contact person: _____ Telephone: (____) _____

Email: _____

11. Date site will be ready to be inspected for completion: _____

12. Expected life of the facility: 27 years

13. Estimated costs:

Total Construction: \$ 492,000 Closing Costs: \$ 836,345.50

14. Anticipated construction starting and completion dates:

From: May 2006 To: December 2040

15. Expected volume or weight of waste to be received: 200 yds³/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

See information provided with original permit application.

See information provided with original permit application.

See information provided with original permit application.

See information provided with original permit application.

2. Facility site supervisor: Robert Boykin

Title: District Manager Telephone: (850) 564-2825

Email: rboykin@wm.com

3. Disposal area: Total 27.2 acres; Used 9.3 acres; Available 17.9 acres

4. Security to prevent unauthorized use: Yes No

5. Charge for waste received: varies \$/yds³ _____ S/ton

6. Surrounding land use, zoning:

Residential Industrial
 Agricultural None
 Commercial Other Describe: _____

7. Types of waste received:

C & D debris Land Clearing Debris

8. Attendant: Yes No Trained operator: Yes No

9. Spotters: Yes No Number of spotters used: 1

10. Site located in: Floodplain Wetlands Other N/A

11. Property recorded as a Disposal Site in County Land Records: Yes
 No

12. Days of operation: Mon-Sat

13. Hours of operation: 7 AM TO 5 PM

14. Days Working Face covered: Weekly

15. Elevation of water table: 55-62 Ft. (NGVD 1929)

16. Storm Water:

Collected: Yes No

Type of treatment: Detention/Infiltration

Name and Class of receiving water: No Discharge

17. Required submittals for issuance of permit.

- a. Boundary survey signed and seal by a registered Florida surveyor.
- b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
- c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

No Yes

Date: May 30, 2001

Project Number: _____

19. Development Order issued.

No Yes

Date: May 30, 2001



March 17, 2014

Escambia County Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

ATTN: Mr. Brent Schneider, PE
Engineering & Environmental Manager

RE: **C&D Landfill Permit Renewal**
Longleaf C&D Disposal Facility

Dear Mr. Schneider:

On behalf of our client, Longleaf C&D Disposal Facility, Inc., please find enclosed a permit renewal application and check for \$1,000 to cover the permit fee for the reference permit renewal. Attached is the Escambia County Department of Solid Waste Management *Application for a Permit to Construct, Operate, Modify, or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility* for renewal of the referenced facility's permit.

We appreciate your assistance with the successful administration of this facility. Should you have any questions about this permit application, please contact me at (423) 667-7654 or jjbreedlove@terracon.com or Mr. Brian Dolihite of Waste Management at (850) 259-4156 or bdolihite@wm.com.

Sincerely,
Terracon Consultants, Inc.

Jeffrey J. Breedlove, P.E.
Senior Consultant
jjbreedlove@terracon.com

encl.

RECEIVED

MAR 25 2014

SOLID WASTE
MANAGEMENT



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6232

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 06/03/2014

Issue: Resolution Approving the Transfer of an Exclusive Franchise to Operate a Water System

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting a Resolution approving the transfer of an exclusive franchise to operate a water system.

Recommendation: That the Board adopt a Resolution approving the transfer of an exclusive franchise to operate a water system, in accordance with Chapter 57-1313, Laws of Florida.

BACKGROUND:

On June 5, 1970, the Board of County Commissioners previously granted unto Bratt-Davisville Water System, Inc. (BDWS), an exclusive franchise to operate a water system utility in accordance with the provisions and conditions of Chapter 57-1313, Laws of Florida.

Pursuant to said Chapter 57-1313(3)(g), such franchise shall be transferrable and assignable provided that the then franchise holder and proposed transferee submit a request to the Board in writing, which application shall contain information concerning the financial status and other qualifications of the proposed transferee and such other information as the Board may require.

On March 18, 2014, the current franchise holder, BDWS, and the proposed transferee, Escambia River Electric Cooperative, Inc. (EREC), submitted a request for approval of the transfer of the franchise to EREC, effective upon the sale and assumption of all assets and liabilities of BDWS by EREC, and further provided documentation concerning the financial status and other qualifications of the proposed transferee, EREC.

Pursuant to Chapter 57-1313(3)(g)(2), a public hearing must be held on such a request to consider the financial status and other qualifications of the proposed transferee.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval and execution by the Chairman, the Clerk shall forward a copy of the Resolution to Diane Collar, Area Director, United States Department of Agriculture - Department of Rural Development.

Attachments

Resolution-BrattDavisvilleWaterFranchise

RESOLUTION NUMBER R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE TRANSFER OF AN EXCLUSIVE FRANCHISE TO OPERATE A WATER SYSTEM IN ACCORDANCE WITH CHAPTER 57-1313, LAWS OF FLORIDA; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 57-1313, Laws of Florida, the Board of County Commissioners has the authority to grant exclusive franchises for the construction, operation and maintenance of certain utilities, including water utility systems, in the unincorporated areas of Escambia County; and

WHEREAS, on or about June 5, 1970, the Board of County Commissioners granted unto Bratt-Davisville Water System, Inc., the "right, privilege, easement and exclusive franchise to own, operate, and/or manage a water system, water works, and/or water treatment plant concerning and for the production, distribution, and sale of water" in accordance with the provisions and conditions of Chapter 57-1313, Laws of Florida; and

WHEREAS, pursuant to Chapter 57-1313(3)(g), such franchise shall be transferrable and assignable provided that the then franchise holder and proposed transferee submit a request to the Board in writing, which application shall contain information concerning the financial status and other qualifications of the proposed transferee and such other information as the Board may require; and

WHEREAS, on March 18, 2014, the current franchise holder, Bratt-Davisville Water System, Inc. (BDWS), and the proposed transferee, Escambia River Electric Cooperative, Inc. (EREC), requested approval of the transfer of said franchise to EREC, effective upon the sale and assumption of all assets and liabilities of BDWS by EREC, and further provided documentation concerning the financial status and other qualifications of the proposed transferee; and

WHEREAS, after conducting a properly noticed public hearing on such request in accordance with Chapter 57-1313(3)(g)(2), the Board of County Commissioners for Escambia County has determined that it is in the best interest of the public to approve the transfer of said franchise to EREC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the foregoing recitals are true and correct and are incorporated herein by reference.

ADDRESS FOR CLERK REGARDING:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE TRANSFER OF AN EXCLUSIVE FRANCHISE TO OPERATE A WATER SYSTEM IN ACCORDANCE WITH CHAPTER 57-1313

United States Department of Agriculture
Department of Rural Development
Diane Collar, Area Director
932 N. Ferdon Blvd, Suite B
Crestview, FL 32536



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-6209

Clerk & Comptroller's Report 13. 1.

BCC Regular Meeting

Consent

Meeting Date: 06/03/2014

Issue: March 2014 TDT Returns Collected in April

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

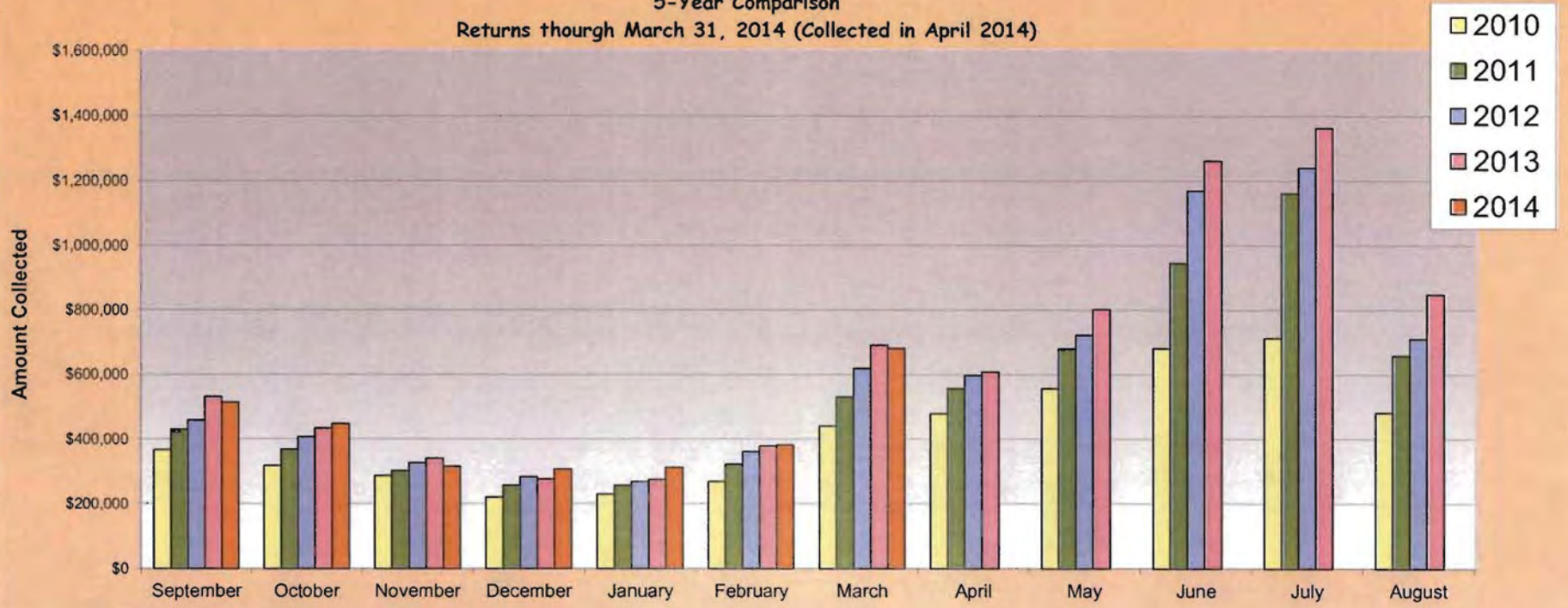
Recommendation Concerning Acceptance of March 2014 TDT Collections Data

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2014 returns received in the month of April 2014, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office: this is the seventh month of collections for the Fiscal Year 2013-2014; total collections for the March 2014 returns was \$681,011.24; this is a 1.44% decrease over the March 2013 returns; total collections year to date are 1.12% more than the comparable time frame in Fiscal Year 2012-2013.

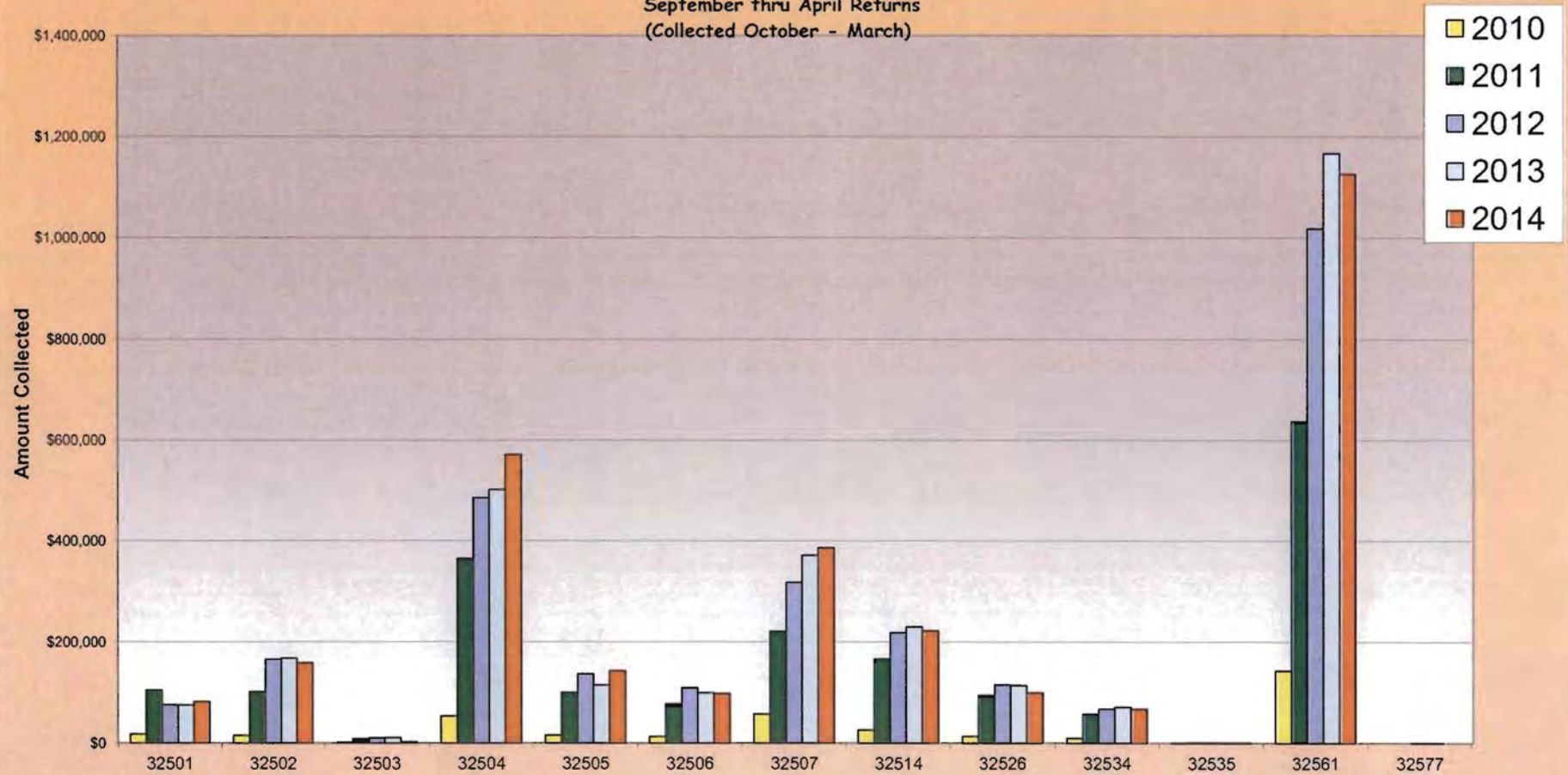
Attachments

March TDT Returns Collected in April

Tourist Development Tax Collections
5-Year Comparison
 Returns through March 31, 2014 (Collected in April 2014)



Tourist Development Tax Collections
 5-Year Comparison on a Monthly Basis
 September thru April Returns
 (Collected October - March)



TOURIST DEVELOPMENT TAX
 5 YEAR TRENDLINE
 FY 2010 - FY 2014

Returns through March 31, 2013 (Collected in April 2014)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF APRIL 2014

Zip Code	Fiscal Year 2014	Fiscal Year 2013	Difference	% Change
	YTD Collected	YTD Collected		
32501	81,491	75,180	6,311	8%
32502	158,179	167,629	(9,450)	-6%
32503	2,638	10,780	(8,142)	-76%
32504	571,723	502,042	69,681	14%
32505	142,638	114,961	27,677	24%
32506	97,991	99,265	(1,274)	-1%
32507	386,379	371,501	14,878	4%
32514	222,130	229,649	(7,519)	-3%
32526	99,446	114,335	(14,889)	-13%
32534	67,295	71,213	(3,918)	-6%
32535	1,000	811	189	23%
32561	1,126,501	1,167,245	(40,744)	-3%
32562	-	-	-	0%
32577	-	86	(86)	0%
Total	\$ 2,957,411	\$ 2,924,697	\$ 32,714	1%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2014
 AS OF APRIL 30, 2014

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	14,209	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
11/13	12,336	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,512	3%	19,841	6%	127	0%	70,184	22%	14,698	5%
01/14	9,802	3%	17,221	6%	167	0%	69,013	22%	13,282	4%
02/14	10,841	3%	21,057	7%	178	0%	74,550	24%	13,539	4%
03/14	10,364	3%	21,766	6%	218	0%	81,636	21%	31,380	8%
04/14	13,428	2%	34,102	5%	1,536	0%	120,455	18%	44,655	7%
Total	\$ 81,491	3%	\$ 158,179	5%	\$ 2,638	0%	\$ 571,723	19%	\$ 142,638	5%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	81,374	16%	34,895	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,174	8%	12,873	3%	9,119	2%
12/13	12,566	4%	29,239	9%	23,652	7%	13,183	4%	8,083	3%
01/14	11,745	4%	33,224	11%	30,444	10%	13,144	4%	9,909	3%
02/14	13,039	4%	36,787	12%	27,435	9%	15,556	5%	9,583	3%
03/14	13,708	4%	51,526	14%	29,970	8%	13,106	3%	9,134	2%
04/14	19,467	3%	96,984	14%	41,558	6%	17,608	3%	12,382	2%
Total	\$ 97,991	3%	\$ 386,379	13%	\$ 222,130	8%	\$ 99,446	3%	\$ 67,295	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/13	242	0%	236,153	46%	-	0%	-	0%	513,612	100%
11/13	208	0%	191,727	43%	-	0%	-	0%	447,046	100%
12/13	104	0%	113,290	36%	-	0%	-	0%	315,478	100%
01/14	89	0%	99,026	32%	-	0%	-	0%	307,066	100%
02/14	54	0%	89,220	29%	-	0%	-	0%	311,838	100%
03/14	73	0%	118,478	31%	-	0%	-	0%	381,359	100%
04/14	230	0%	278,608	41%	-	0%	-	0%	681,011	100%
Total	\$ 1,000	0%	\$ 1,126,501	38%	\$ -	0%	\$ -	0%	2,957,411	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2013
 AS OF APRIL 30, 2013

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,329	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,118	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
01/13	8,921	3%	17,622	6%	708	0%	53,840	19%	8,555	3%
02/13	8,702	3%	19,432	7%	1,309	0%	64,862	24%	9,884	4%
03/13	9,609	3%	22,357	6%	1,213	0%	64,860	17%	32,400	9%
04/13	14,974	2%	32,784	5%	2,301	0%	93,326	14%	35,417	5%
Total	\$ 75,180	3%	\$ 167,629	6%	\$ 10,780	0%	\$ 502,042	17%	\$ 114,961	4%

Month of Collection	Zip Code									
	32606		32607		32614		32626		32634	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
12/12	12,937	4%	30,458	9%	34,884	10%	14,070	4%	12,653	4%
01/13	9,207	3%	27,025	10%	28,530	10%	20,208	7%	8,008	3%
02/13	12,079	4%	28,330	10%	28,426	10%	15,751	6%	8,789	3%
03/13	12,212	3%	42,639	11%	27,706	7%	13,052	3%	9,101	2%
04/13	18,645	3%	110,233	16%	42,141	6%	17,954	3%	11,598	2%
Total	\$ 99,265	3%	\$ 371,501	13%	\$ 229,649	8%	\$ 114,335	4%	\$ 71,213	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32635		32661		32662		32677			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/12	110	0%	248,089	47%	-	0%	-	0%	531,066	100%
11/12	267	0%	176,858	41%	-	0%	-	0%	433,598	100%
12/12	102	0%	117,258	35%	-	0%	-	0%	339,864	100%
01/13	37	0%	93,496	34%	-	0%	-	0%	276,156	100%
02/13	111	0%	76,931	28%	-	0%	-	0%	274,606	100%
03/13	82	0%	143,122	38%	-	0%	63	0%	378,416	100%
04/13	102	0%	311,492	45%	-	0%	23	0%	690,989	100%
Total	\$ 811	0%	\$ 1,167,245	40%	\$ -	0%	\$ 86	0%	\$ 2,924,697	100%

**Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida**

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	For The Month Of	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
OCT	SEP	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209
NOV	OCT	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284
DEC	NOV	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608
JAN	DEC	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300
FEB	JAN	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879
MAR	FEB	205,903	225,806	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019
APR	MAR	261,605	312,491	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758
TOTAL		\$1,572,609	\$1,736,664	\$1,582,857	\$1,648,744	\$1,553,005	\$1,596,169	\$1,848,592	\$2,040,295	\$2,193,521	\$2,218,058

TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	For The Month Of										
		2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
OCT	SEP	\$80,772	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403
NOV	OCT	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761
DEC	NOV	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869
JAN	DEC	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767
FEB	JAN	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960
MAR	FEB	68,324	74,453	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340
APR	MAR	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253
TOTAL		\$520,061	\$575,972	\$527,619	\$549,581	\$517,668	\$532,056	\$616,198	\$680,099	\$731,174	\$739,353



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-6216

Clerk & Comptroller's Report 13. 2.

BCC Regular Meeting

Consent

Meeting Date: 06/03/2014

Issue: April 2014 Investment Report

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the April 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2014, as required by Ordinance Number 95-13; on April 30, 2014, the portfolio market value was \$232,528,507 and portfolio earnings totaled \$87,238 for the month and \$1,385,375 year-to-date; the short term portfolio yield was 0.18%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.09%; the long-term CORE portfolio achieved a total return of 0.25%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.25%.

Attachments

April 2014 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

INVESTMENT PORTFOLIO SUMMARY REPORT

FISCAL YEAR 2013-2014

April 30, 2014



Prepared by:

Pam Childers

Clerk of the Circuit Court & Comptroller

First Judicial Circuit, Escambia County



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2013-2014
April 30, 2014

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	March 31, 2014	April 30, 2014
Bank Accounts	\$ 18,452,059	\$ 21,360,891
Money Market Accounts	54,877,834	54,888,637
State Board of Administration	47,183,269	40,188,452
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	295,115	347,392
U.S. Treasury Bond/Notes	53,823,815	51,646,512
Federal Agency Bond/Note	29,763,637	32,516,065
Municipal Bonds	2,557,350	2,563,437
Corporate Notes	19,392,147	19,017,122
Total Portfolio Assets:	\$ 236,345,226	\$ 232,528,507
Current Month Earnings:	\$ 80,437	\$ 87,238
Fiscal Year to Date Earnings:	\$ 1,298,137	\$ 1,385,375

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	March 31, 2014	April 30, 2014
Market Value	\$ 130,513,162	\$ 126,437,979
Month End Yield		
Short Term Portfolio Yield:	0.17%	0.18%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.10%	0.09%
Weighted Average Days to Maturity		
Short Term Portfolio Yield:	2 Day	2 Days
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	45 Days	47 Days
Fiscal YTD Earnings:	\$ 84,515	\$ 102,144

LONG TERM CORE PORTFOLIO:	March 31, 2014	April 30, 2014
Market Value	\$ 105,832,064	\$ 106,090,527
Month End Yield		
CORE Portfolio Yield to Maturity at Cost:	0.83%	0.85%
CORE Portfolio Yield to Maturity at Market:	0.84%	0.80%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.41%	0.39%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.79%	0.76%
Monthly Total Return Performance		
CORE Portfolio	-0.26%	0.25%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	-0.11%	0.13%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.32%	0.25%
Effective Duration (Years)		
CORE Portfolio	2.52	2.44
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.84	1.84
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.65	2.64
Fiscal YTD Earnings:	\$ 1,213,662	\$ 1,283,231



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2013-2014
April 30, 2014**

SHORT TERM INVESTMENT PORTFOLIO:

Month End Yield

Short Term Portfolio Yield:	0.18%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield	0.09%

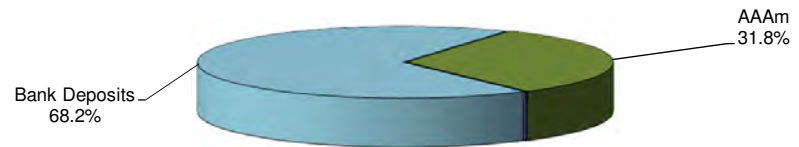
Earnings

Current Month Earnings:	\$ 17,629
Year-to-Date Earnings:	\$ 102,144

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

<u>Investment Type</u>	<u>Market Value</u>	<u>Percent Allocation</u>
Bank of America Checking Account	\$ 21,360,891	16.9%
Money Market Accounts	54,888,637	43.4%
Certificates of Deposit	10,000,000	7.9%
State Board of Administration	40,188,452	31.8%
Total Short Term Portfolio Assets:	\$ 126,437,979	100.0%

Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

Month End Yield

CORE Portfolio Yield to Maturity at Cost:	0.85%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.39%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.76%

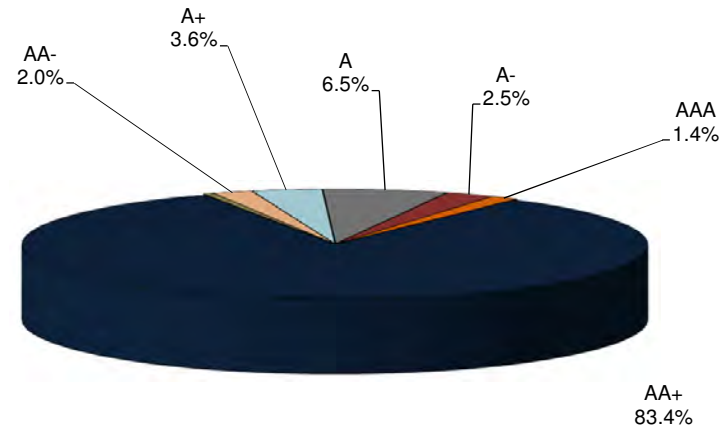
Earnings

Current Month Earnings:	\$ 69,609
Year-to-Date Earnings:	\$ 1,283,231

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

<u>Investment Type</u>	<u>Market Value</u>	<u>Percent Allocation</u>
U.S. Treasury Bond / Note	\$ 51,646,512	48.7%
Federal Agency Bond / Note	32,516,065	30.6%
Municipal Obligations	2,563,437	2.4%
Corporate Note	19,017,122	17.9%
Money Market Mutual Fund - Federated Government	347,392	0.3%
Total Long Term Core Portfolio Assets:	\$ 106,090,527	100.0%

Long Term Core Portfolio Credit Quality





ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2013-2014
April 30, 2014

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 40,188,452	17.3%	25%	Yes
United States Treasury Securities	51,646,512	22.2%	100%	Yes
Federal Instrumentalities	32,516,065	14.0%	100%	Yes
Certificates of Deposit	10,000,000	4.3%	20%	Yes
Savings Accounts	54,888,637	23.6%	100%	Yes
Corporate Notes	19,017,122	8.2%	20%	Yes
State and/or Local Government Debt	2,563,437	1.1%	25%	Yes
Bank Accounts - Bank of America	21,360,891	9.2%	100%	Yes
Money Market Mutual Fund	347,392	0.1%	50%	Yes
Total Investment Holdings	\$ 232,528,507	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 40,188,452	17.3%	25%	Yes
United States Treasury Securities	51,646,512	22.2%	100%	Yes
Federal Home Loan Bank (FHLB)	5,284,799	2.3%	25%	Yes
Federal National Mortgage Association (FNMA)	20,802,921	8.9%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	6,428,345	2.8%	25%	Yes
Branch Banking and Trust Money Market Account	14,790,870	6.4%	10%	Yes
Hancock Bank Money Market Account	10,005,275	4.3%	10%	Yes
Summit Bank Money Market Account	10,006,331	4.3%	10%	Yes
Servisfirst Money Market Account	20,086,161	8.6%	10%	Yes
Centennial Bank Certificate of Deposit	10,000,000	4.3%	10%	Yes
American Honda Finance	907,040	0.4%	5%	Yes
Anheuser-Busch Corporate Notes	2,007,892	0.9%	5%	Yes
Apple Inc. Corporate Notes	728,869	0.3%	5%	Yes
Bank of New York Mellon Corporate Notes	749,887	0.3%	5%	Yes
Caterpillar Corporate Notes	700,398	0.3%	5%	Yes
Coca-Cola Company	578,742	0.2%	5%	Yes
General Electric Corporate Notes	3,284,289	1.4%	5%	Yes
JP Morgan Chase Corporate Notes	3,014,265	1.3%	5%	Yes
McDonald's Corporate Notes	1,105,170	0.5%	5%	Yes
Pepsi Co.	2,673,405	1.1%	5%	Yes
Pepsico Corporate Notes	-	0.0%	5%	Yes
Toyota Corporate Notes	1,105,146	0.5%	5%	Yes
Wells Fargo & Company Corporate Notes	2,162,021	0.9%	5%	Yes
Michigan State Municipal Bond	1,049,142	0.5%	10%	Yes
Calleguas Water District, CA REV Bond	1,514,295	0.7%	10%	Yes
Money Market Mutual Fund - Federated Government	347,392	0.1%	25%	Yes
Bank Accounts - Bank of America	21,360,891	9.2%	100%	Yes
Total Investment Holdings	\$ 232,528,507	100.0%		



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-6187

Clerk & Comptroller's Report 13.3.

BCC Regular Meeting

Consent

Meeting Date: 06/03/2014

Issue: Acceptance of Proclamations State of Local Emergency

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the Proclamations Declaring State of Local Emergency

That the Board accept, for filing with the Board's Minutes, the following three Proclamations relating to the April 29, 2014, Severe Weather Event:

A. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by the Severe Weather Event, effective for seven days beginning 9:00 p.m. May 13, 2014, as adopted by the Chairman on May 12, 2014, and filed with the Department of State on May 13, 2014;

B. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by the Severe Weather Event, effective for seven days beginning 9:00 p.m. May 20, 2014, as adopted by the Chairman on May 20, 2014, and filed with the Department of State on May 21, 2014; and

C. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by the Severe Weather Event, effective for seven days beginning 9:00 p.m. May 27, 2014, as adopted by the Chairman and filed with the Department of State on May 27, 2014.

Attachments

Proclamation State of Local Emergency

Proclamation State of Local Emergency

Proclamation State of Local Emergency

**PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
(BY CHAIRMAN OF BCC)**

WHEREAS, the Emergency Management Division has advised that Severe Weather Event has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting; and

WHEREAS, pursuant to Escambia County Code Section 37-35 (a)(1), in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), as amended, I hereby proclaim, find, and declare:

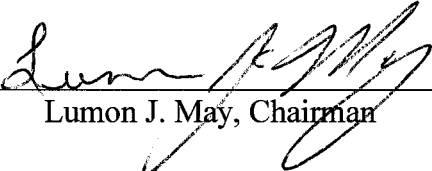
1. The above recitals are true and are incorporated herein.
2. I am the duly selected Chairman of the Board of County Commissioners of Escambia County, Florida.
3. After due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting.
4. Pursuant to Escambia County Code Section 37-35 (a)(1), as amended, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

5. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 9:00 p.m., central time, this 13th day of May 2014.
6. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
7. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly

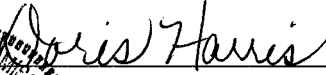
or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance and the adopted Escambia County Management Plan.


8. The Comprehensive Emergency Management Plan is hereby activated.
9. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.
10. This Proclamation shall be transmitted to the Secretary of State upon adoption.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: 
Lumon J. May, Chairman

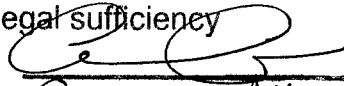
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT


Deputy Clerk



Dated this 13th day of May 2014.

This document approved as to form
and legal sufficiency

By: 
Title County Attorney
Date 5/8/14

**PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
(BY CHAIRMAN OF BCC)**

WHEREAS, the Emergency Management Division has advised that Severe Weather Event has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting; and

WHEREAS, pursuant to Escambia County Code Section 37-35 (a)(1), in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), as amended, I hereby proclaim, find, and declare:

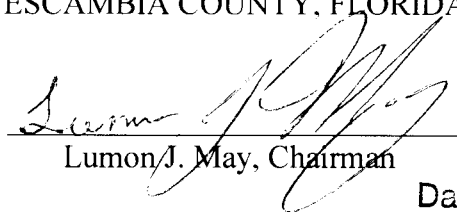
1. The above recitals are true and are incorporated herein.
2. I am the duly selected Chairman of the Board of County Commissioners of Escambia County, Florida.
3. After due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting.
4. Pursuant to Escambia County Code Section 37-35 (a)(1), as amended, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

5. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 9:00 p.m., central time, this 20th day of May 2014.
6. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
7. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly

or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance and the adopted Escambia County Management Plan.

8. The Comprehensive Emergency Management Plan is hereby activated.
9. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.
10. This Proclamation shall be transmitted to the Secretary of State upon adoption.

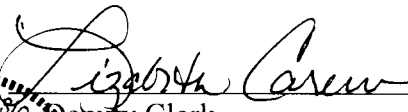
BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: 
Lumon J. May, Chairman

Date Executed

5/20/2014

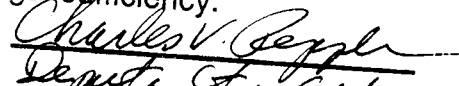
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT


Deputy Clerk



Dated this 20th day of May 2014.

This document approved as to form
and legal sufficiency.

By: 
Title: Deputy City Atty
Date: 5-20-14

**PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
(BY CHAIRMAN OF BCC)**

WHEREAS, the Emergency Management Division has advised that Severe Weather Event has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting; and

WHEREAS, pursuant to Escambia County Code Section 37-35 (a)(1), in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), as amended, I hereby proclaim, find, and declare:

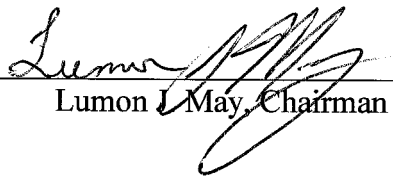
1. The above recitals are true and are incorporated herein.
2. I am the duly selected Chairman of the Board of County Commissioners of Escambia County, Florida.
3. After due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting.
4. Pursuant to Escambia County Code Section 37-35 (a)(1), as amended, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

5. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 9:00 p.m., central time, this 27th day of May 2014.
6. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
7. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly

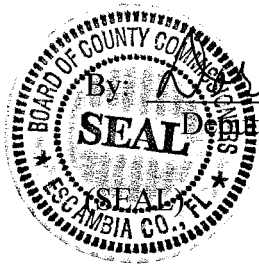
or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance and the adopted Escambia County Management Plan.

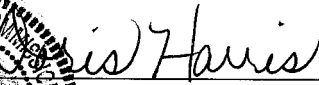
8. The Comprehensive Emergency Management Plan is hereby activated.
9. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.
10. This Proclamation shall be transmitted to the Secretary of State upon adoption.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

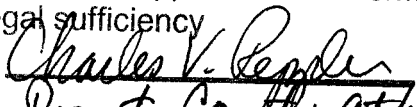
By: 
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT



By: 
Pam Childers
Deputy Clerk

This document approved as to form
and legal sufficiency

By: 
Title: Deputy County Atty
Date: 5-23-14

Dated this 27th day of May 2014.



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-6188

Clerk & Comptroller's Report 13. 4.

BCC Regular Meeting

Consent

Meeting Date: 06/03/2014

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Approve the Minutes of the Regular Board Meeting held May 15, 2014;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 15, 2014; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held May 8, 2014.

Attachments

May 15, 2014 Agenda Work Session

May 8, 2014, C/W Workshop Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MAY 15, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:08 a.m. – 11:33 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, District 2
Susan Woolf, General Counsel to the Clerk
Larry M. Newsom, Interim County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Recording Specialist, Clerk & Comptroller's Office
Katie Macarthur, Administrative Assistant, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., May 15, 2014, Regular Board Meeting, was reviewed as follows:
 - A. Katie Macarthur and County Attorney Rogers reviewed the agenda cover sheet, and Joe Endry commented concerning the Written Communication Item;
 - B. Susan Woolf, General Counsel to the Clerk, reviewed the Clerk's Report;
 - C. Katie Macarthur, Keith Wilkins, Pat Johnson, Colby Brown, and Herold Humphrey reviewed the County Administrator's Report, and Ray Harbour and Debra Freeland, Small Business Administration (SBA), and Gregory Desrosiers, Federal Emergency Management Agency (FEMA) commented concerning the process for receiving federal assistance from FEMA and the SBA; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MAY 8, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:08 a.m. – 11:00 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, District 2
Susan Woolf, General Counsel to the Clerk
Larry M. Newsom, Interim County Administrator
Alison Rogers, County Attorney
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman May called the Committee of the Whole (C/W) Workshop to order at 9:08 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on May 3, 2014, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule May 5-May 9, 2014, Legal No. 1623268*.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Issues Concerning the Unnamed Storm of April 2014

A. Board Discussion – The C/W discussed Issues Concerning the Unnamed Storm of April 2014, and the C/W:

- (1) Viewed and discussed a PowerPoint Presentation, entitled *Rain Event April 29 2014*, which was also provided in hard copy, presented by John Dosh, Emergency Management Division Manager, who advised that:
 - (a) A Local State of Emergency was declared (*by the Chairman*) on April 29, 2014, at 9:00 p.m., and the Governor declared a State of Emergency on April 30, 2014;
 - (b) Escambia County experienced in excess of 26.5" of rainfall during the two-day period, which impacted over 2,300 homes and businesses and resulted in one flood-related death, with one to three inches of additional rainfall forecast for Friday and Saturday (*May 9 and May 10, 2014*);
 - (c) The Federal Emergency Management Agency (FEMA) IA (*Individual Assistance*) Declaration DR-4177, which citizens will need to reference upon registration, was declared on April 6 (*May 6*), 2014;
 - (d) Disaster Survival Assistance Teams (DSATs) indicate that in Escambia County 26 structures were destroyed, 697 received major damage, and 1,367 received minor damage, and in the City of Pensacola one structure was destroyed, three structures received major damage, and 276 received minor damage;
 - (e) "Project Outreach" will be deployed today to assist citizens with the recovery process, and to ensure that citizens are aware that organizations other than FEMA, including the Red Cross and Salvation Army, as well as faith-based groups, are available to provide assistance;
 - (f) The Disaster Recovery Center (DRC) is in the planning stages and will be located, as centrally as possible, in a County facility at which the general public can meet with FEMA representatives to tele-register for aid through FEMA and other organizations; and

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(1) Continued...

(g) DSATs will assist citizens with tele-registration and ensure that the necessary information is provided to receive FEMA assistance;

(2) Heard comments from the following Officials and staff:

(a) The Honorable Rick Scott, Governor, the Honorable Clay Ingram, State Representative, the Honorable Mike Hill, State Representative, and the Honorable Ashton Hayward, Mayor, City of Pensacola;

(b) Interim County Administrator Newsom, who:

1) Advised that the ATF (*United States Bureau of Alcohol, Tobacco, Firearms and Explosives*) is investigating the explosion at the Escambia County Jail, and staff is cooperating fully and providing the required information;

2) Expressed his appreciation to staff who have worked tirelessly at the Emergency Operations Center (EOC);

3) Advised that door hangers will be produced to provide as much information as possible, including the location of DRC sites, the availability of tarps, and the addresses for the libraries at which computers are available; and

4) Advised that between 900 and 1,000 Escambia County residents have already applied for FEMA assistance;

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(2) Continued...

(c) Marilyn Wesley, who advised that:

- 1) A significant number of properties, including many rental properties, were damaged by the flood;
- 2) The Fricker Community Center remains open as a general population shelter, at which approximately 60 citizens remain, most of whom are residents of the Forest Creek Apartment Complex (*which is located on Patton Drive and sustained extensive flood damage*);
- 3) A shelter transition housing team, the first ever in the State of Florida, has been established for Escambia County, and staff is working with the Board of Realtors and any citizens who may have rental property available, in an effort to get citizens out of shelters;
- 4) The Salvation Army and Red Cross have begun a case work process to assist citizens with tele-registration, the Salvation Army will open a computer room at its facility at 1501 North "Q" Street to assist citizens who do not have computer access, and computers are also available at all local libraries;
- 5) The first step in the FEMA process is to apply for a loan from the SBA (*Small Business Administration*), which is usually denied initially; however, denial of the SBA loan does not mean that a citizen is ineligible to begin the grant application process; and
- 6) The DRC to which Mr. Dosh referred will be located at the Brownsville Community Center, 3100 West DeSoto Street;

(Continued on Page 5)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(2) Continued...

(d) Wesley J. "Wes" Moreno, who advised that:

- 1) The County has approximately 25,000 sandbags in inventory, and sand can be delivered to a location at which citizens can pick up and fill the bags;
- 2) Staff continues to pump holding ponds, from which approximately 5,000,000 gallons of water has been moved since last Tuesday night by pumping the water to various locations;
- 3) Staff has worked the water removal operations around the clock, in shifts, since the operation began, and will continue the operation until staff is satisfied with the results; and
- 4) DSATs are inspecting ditches and under bridges for debris that would block the drainage, and Road Department staff is actively pursuing the initial 600 to 700 complaints, which increase daily; a consultant has been employed to inspect all County bridges; Road Department staff has made both temporary and permanent repairs; and six or seven bridges have been opened;

(e) Donald R. Mayo, who advised that:

- 1) Several State-licensed special foundation companies have been granted permission to perform temporary repairs for citizens whose foundations were washed out by the flood, and temporary repairs should only be completed by qualified contractors;

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(2) Continued...

(e) Continued...

- 2) A contractor who needed 100 permits yesterday required staff to work overtime; however, building permits are not required for emergency repairs;
- 3) A building permit is required for repairs to drywall because sheetrock, insulation, and outer walls require inspection in order to maintain the energy code requirements; and
- 4) Citizens should report unscrupulous contractors to the Building Inspections Division, and inspectors have distributed cards with the Citizens Information Center telephone number, as well as other critical numbers;

(f) Matt Mooneyham, who advised that:

- 1) After the DSATs returned from the field, staff prioritized the areas of damage, with the focus on reopening streets with a single entrance/exit and arterial roadways that impacted traffic flow/traffic patterns, and most of the "priority-one" projects have been completed;
- 2) Old Corry Field Road and Johnson Avenue/Olive Road are the only two arterial type roadways remaining to be completed, and an engineer has been hired to evaluate those projects, both of which are Federal Aid Highways; therefore, repairs have to be coordinated with the DOT (*Department of Transportation*) and the FHWA (*Federal Highway Administration*); and

(Continued on Page 7)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(2) Continued...

(f) Continued...

3) Problem areas are being evaluated, with the focus on not only temporary repairs, but also the long-term effects, and all of the engineering companies have been directed to consider modifications to current systems;

(g) Gordon Pike, who advised that a list of the names and locations of inmates is available on the County's website, www.myescambia.com, and that additional mental health providers and physicians have been employed to assist the inmates; and

(h) County Attorney Rogers, who advised that she, the Chairman, and Interim County Administrator Newsom have a meeting today at the Escambia County Jail to receive a report concerning the status of the investigation into the cause of the explosion, after which she anticipates that custody and control of the CBD (*Central Booking and Detention*) Building will be returned to the County; and

B. Board Direction – None.

Speaker(s):

Jerry Kindle

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Proposed County Policy – Legal Representation for Commissioners and County Employees

A. Board Discussion – The C/W was advised by County Attorney Rogers that the Board previously discussed, but took no action concerning, the proposed County Policy – Legal Representation for Commissioners and County Employees, and heard her request that the Board direct the Clerk to bring back this issue, as a C/W item, to the May 15, 2014, Regular Board Meeting; and

B. Board Direction – The C/W recommends that the Board adopt the *Legal Representation for Commissioners and County Employees Policy*.

Recommend 3-0, with Commissioner May and Commissioner Valentino absent

5. Adjourn

Chairman May declared the C/W Workshop adjourned at 11:00 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6161

Growth Management Report 13.1.

BCC Regular Meeting

Public Hearing

Meeting Date: 06/03/2014

Issue: Cancellation of 5:45 p.m. Public Hearing to Amend the Official Zoning Map

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board cancel the June 3, 2014, 5:45 p.m. Public Hearing for Adopting an Ordinance amending the Official Zoning Map.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6159

Growth Management Report 13. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 06/03/2014

Issue: 5:46 p.m. - LDC Ordinance Article 13.11.00, "Swimming Pools"

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Article 13.11.00

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 13.11.00, "Swimming Pools".

The Santa Rosa Island Authority Board at their July 10, 2013 meeting recommended approval to the Planning Board and Board of County Commissioners.

At the May 6, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

The Santa Rosa Island Authority Board approved amending Article 13, Section 13.11.00.A. of the Escambia County Code of Ordinances and adding language to require only the approval of the Santa Rosa Island Authority Board for a variance or encroachment into the setbacks for a swimming pool on Pensacola Beach.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Santa Rosa Island Authority, Development Services Department, the County Attorney's Office and all interested citizens. The Santa Rosa Island Authority will ensure proper advertisement.

Attachments

Draft Ordinance 1B

Clean Ordinance 1B

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 13, Section 13.11 - Swimming Design & Construction

Date: 4/9/2014

Date requested back by: 4/9/2014

Requested by: Michael Stebbins, Attorney for the SRIA

Phone Number: 434-9922



(LEGAL USE ONLY)

Legal Review by Ryan E. Ross, Assistant County Attorney M

Date Received: 4/9/2014

 Approved as to form and legal sufficiency.

 Not approved.

 Make subject to legal signoff.

Additional comments:

Approved the attached Draft 1B.

1 **Section 2. Severability.**

2
3 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
4 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
5 affect the validity of the remaining portions of this Ordinance.
6

7
8 **Section 3. Inclusion in Code.**

9
10 It is the intention of the Board of County Commissioners that the provisions of this
11 Ordinance shall be codified as required by F.S. § 125.68, and that the sections,
12 subsections and other provisions of this Ordinance may be renumbered or re-lettered
13 and the word "ordinance" may be changed to "section," "article," or such other
14 appropriate word or phrase in order to accomplish such intentions.
15

16
17 **Section 4. Effective Date.**

18
19 This Ordinance shall become effective upon filing with the Department of State.
20

21 **DONE AND ENACTED** this _____ day of _____, 2014.
22

23 **BOARD OF COUNTY COMMISSIONERS**
24 **OF ESCAMBIA COUNTY, FLORIDA**

25
26 **By:** _____
27 **Lumon J. May, Chairman**

28 **ATTEST: PAM CHILDERS**
29 **Clerk of the Circuit Court**

30
31 **By:** _____
32 **Deputy Clerk**

33 **(SEAL)**

34
35 **ENACTED:**

36
37 **FILED WITH THE DEPARTMENT OF STATE:**

38
39 **EFFECTIVE DATE:**

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 13 SECTION 13.11.00.A. DEALING WITH THE DESIGN CONSTRUCTION AND APPROVAL OF SWIMMING POOLS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Land under the jurisdiction of the Santa Rosa Island Authority is unique to Escambia County, the State of Florida and the United States of America. All property within this jurisdiction is owned by Escambia County and the Santa Rosa Island Authority is charged with the stewardship of the Island to protect the public interest of the citizens of Escambia County; and,

WHEREAS, this unique requirement for stewardship of public property requires that the Santa Rosa Island Authority take great care in its protection of this asset; and

WHEREAS, the Santa Rosa Island Authority unanimously recommended to the Board of County Commissioners on July 10, 2013 to amend Section 13.11.00 A. of Article 13 of the Escambia County Code of Ordinances and add language to require only the approval of the Santa Rosa Island Authority Board for a variance or encroachment into the setbacks for a swimming pool on Pensacola Beach.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 13, Section 13.11.00 A., is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

13.11.00 Swimming pools.

A. *General.* Design and construction of swimming pools at Pensacola Beach must take into consideration the existing environmental conditions on a barrier island location. Swimming pools to be constructed outside of established building setback lines must be approved by the SRIA Board only, without the need for further action by the Escambia County Board of Adjustment (BOA).

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2014.

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

By: _____
Lumon J. May, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6160

Growth Management Report 13. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 06/03/2014

Issue: 5:47 p.m. - Minimum Lot Size and Distance Standards for Stables

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. A Public Hearing Concerning the Review of an LDC Ordinance Amending Article 6 - Minimum Lot Size and Distance Standards for Stables

That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Article 6, amending the Conditional Use standards for minimum lot size and distance standards for stables to provide for consistency.

This hearing serves as the first of two required public hearings before the BCC as set forth in Section 2.08.04 (b) and F.S. 125.66 (4)(b).

At the May 6, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

The intent of this Ordinance is to remove the 100,000 square foot lot size requirement for stables as a conditional use and adopt the two acre requirement found everywhere else in the LDC. In addition, this Ordinance will provide for the same distance from dwelling standards found elsewhere in the LDC.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan E. Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance 1B

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Acreage for Stables (Conditional Use)

Date: 03/04/2014


Date requested back by: 04/10/2014

Requested by: Andrew Holmer

Phone Number: 595-3466



(LEGAL USE ONLY)

Legal Review by Ryan E. Ross, Assistant County Attorney 

Date Received: 4/3/2014

 Approved as to form and legal sufficiency.

 Not approved.

 Make subject to legal signoff.

Additional comments:

Approved the attached Draft 1B.

1 **Section 3. Inclusion in Code.**

2
3 It is the intention of the Board of County Commissioners that the provisions of this
4 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,
5 subsections and other provisions of this Ordinance may be renumbered or re-lettered
6 and the word "ordinance" may be changed to "section," "article," or such other
7 appropriate word or phrase in order to accomplish such intentions.
8

9 **Section 4. Effective Date.**

10
11 This Ordinance shall become effective upon filing with the Department of State.
12

13 **DONE AND ENACTED** this _____ day of _____, 2014.
14

15 **BOARD OF COUNTY COMMISSIONERS**
16 **OF ESCAMBIA COUNTY, FLORIDA**

17
18 **By:** _____
19 **Lumon J. May, Chairman**
20

21 **ATTEST: PAM CHILDERS**
22 **Clerk of the Circuit Court**

23
24 **By:** _____
25 **Deputy Clerk**

26 **(SEAL)**

27
28 **ENACTED:**

29
30 **FILED WITH THE DEPARTMENT OF STATE:**

31
32 **EFFECTIVE DATE:**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6158

Growth Management Report 13. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 06/03/2014

Issue: 5:48 p.m. - Amendments to Development Agreement for UWF Campus Master Plan

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:48 p.m. A Public Hearing Concerning the Approval of Amendments to the Development Agreement for the University of West Florida Campus Master Plan

That the Board of County Commissioners (BCC) review and approve amendments to the Development Agreement for UWF Campus Master Plan.

At the May 6, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

The University of West Florida ("UWF") is a vital public facility that provides research and educational benefits of statewide and national importance, and that further provides substantial educational, economic, and cultural benefits to Escambia County.

In recognition of the unique relationship between the State University System and the local governments in which its institutions are located, the Florida Legislature has established special provisions for campus planning and concurrency in Chapter 1013, Florida Statutes. Accordingly, the UWF Board of Trustees (BOT) has approved and adopted a Campus Master Plan for UWF in compliance with the requirements set forth in Subsection 1013.30, Florida Statutes.

Subsequent to the adoption of the Campus Master Plan 2011-2021 by the BOT on June 14, 2012, the BOT and Escambia County negotiated revisions to their existing Campus Development Agreement. The Campus Development Agreement determines the impacts of proposed campus development reasonably expected over the term of the Campus Development Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation. The Campus Development Agreement also identifies any deficiencies in public facilities and services that the proposed campus development will create or to which it will contribute and identifies all improvements to facilities or services necessary to eliminate these deficiencies. Due to the size of the UWF Campus Master Plan 2011-2021, along with its Traffic Impact Analysis, both documents can be found either at the Planning Board Meeting, on Escambia County's Livelink software management program, and on Escambia County's FTP site (<ftp://ftp.myescambia.com/>) for viewing.

Attachment A is the proposed Campus Development Agreement between UWF and Escambia County.

Attachment B is Section 1013.30, Florida Statutes, regarding university campus master plans and campus development agreements.

BUDGETARY IMPACT:

UWF and Escambia County have agreed that prior to the commencement of any new campus development; the entities shall determine the cost of any mitigation impacts on off-campus roadways.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached amendment has been reviewed and approved for legal sufficiency by Ryan E. Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Agreement complies with the requirements of Section 1013.30, Florida Statutes. It is also consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities".

IMPLEMENTATION/COORDINATION:

County staff will review annual reports from UWF that will be provided to demonstrate good faith compliance with the Agreement. As the Building Official deems necessary, County staff may inspect related activity on UWF's campus to verify that the terms of the Agreement are satisfied. Roadway improvement projects will be pursued with the funding provided by UWF, as needed.

The recommended action was prepared in cooperation with the County Attorney's Office, the Development Services Department, the Public Works Department, and the University of West Florida Board of Trustees. The Development Services Department will ensure proper advertisement for any required public hearings.

Attachment A: UWF Development Agreement

Attachment B: Florida Statute 1013.30

Attachments

Development Agreement - Strikethrough

Development Agreement - Clean Attachment A

Florida Statute Attachment B

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: UWF Development Agreement

Date: 4/9/14

Date requested back by: 4/15/14

Requested by: David Forte

Phone Number: 595-3595



(LEGAL USE ONLY)

Legal Review by Ryan E. Ross, Assistant County Attorney

Date Received: 4/9/2014

X Approved as to form and legal sufficiency. ^{*} see below

 Not approved.

 Make subject to legal signoff.

Additional comments:

* In section 10.6 , line 3 , please replace "Camps" with "Campus."

**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN ESCAMBIA COUNTY and UWF**

THIS AGREEMENT is made and entered into this _____ day of _____, ~~2009~~2014, by and between the **University of West Florida Board of Trustees** (hereinafter referred to as the “BOT”), and the **COUNTY OF ESCAMBIA** (here referred to as the “County”), a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the campus of the University of West Florida is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to Escambia County, and

WHEREAS, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Chapter 1013, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, and

WHEREAS, the BOT has approved and adopted a campus master plan for UWF in compliance with the requirements set forth in Subsection 1013.30, Florida Statutes, and

WHEREAS, upon adoption of the campus master plan by the BOT, the BOT and Escambia County are required to enter into a campus development agreement, and

WHEREAS, the campus development agreement shall determine the impacts of proposed campus development reasonable expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation, and

WHEREAS, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute, and

WHEREAS, the campus development agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

WHEREAS, the campus development agreement shall identify the BOT’s “fair share” of the cost of all improvements to facilities or services which are necessary to address these deficiencies~~-~~, and

WHEREAS, the parties hereto entered into that certain Campus Development Agreement dated as of July 22, 2009, recorded in the Public Records of Escambia County at OR 6423 beginning at page 0717 (the “2009 Agreement”); and

WHEREAS, pursuant to the process and procedure set forth in Florida law, UWF approved an update to its Campus Master Plan on June 14, 2014.

NOW, THEREFORE, for and in consideration of the ~~eovenants contained~~ mutual duties and benefits herein undertaken and the performance thereof conferred, the parties do hereby agree to amend and restate the 2009 Agreement to read as follows and to be bound by this Agreement henceforth:

1.0 RECITATIONS

The foregoing recitals are true and correct and are incorporated herein by reference.

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

- 2.1 The term “Administration Commission” means the Governor and the Cabinet.
- 2.2 The term “adopted master plan” means the ~~UWF~~University of West Florida Master Plan Update as adopted ~~by the Board of Trustees on March 11, 2008~~June 14, 2012.
- 2.3 The term “affected person” means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.
- 2.4 The term “aggrieved or adversely affected person” means any person with proprietary interest in real property within the county, which property will suffer an adverse impact as the result of the county permitting or development approval decision.
- 2.5 The term “campus master plan” means a plan that meets the requirements of Chapter 1013.30, Florida Statutes.
- 2.6 The term “comprehensive plan” means a plan that meets the requirements of Subsection 163.3177 and 163.3178, Florida Statutes.
- 2.7 The term “concurrency” means the condition or circumstance that public facilities meet or exceed the adopted level of service (LOS) standards established by the County Comprehensive Plan.

- 2.8 The term “development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
- 2.9 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.
- 2.10 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.
- 2.11 The term “force majeure” means act of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.
- 2.12 For the purposes of this agreement, the term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities.
- 2.13 The term “state land planning agency” means the Department of ~~Community Affairs~~Economic Opportunity.

3.0 INTENT AND PURPOSE

- 3.1 This agreement is intended to implement the requirements of concurrency contained in Chapter 1013.30, Florida Statutes. It is the intent of the BOT and the County to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the County’s Comprehensive Plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation.

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by the BOT and the County.
- 4.2 The BOT represents that it has full power and authority to enter into and perform this

Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of the BOT.

- 4.3 The County represents that it has full power and authority to enter into and perform this Agreement in accordance with ~~its~~ the terms and conditions set forth herein. Further, the County represents that this Agreement has been duly authorized by the County and constitutes a valid, binding and enforceable contract of the County having been previously approved by a resolution adopted by the County and has been the subject of one or more duly noticed public hearings as required by law; applies to all requirements of law applicable to the County, and does not violate any other Agreement to which the County is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the County is subject.
- 4.4 State and regional environmental program requirements shall remain applicable.
- 4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the County for construction projects subject to this Agreement.
- 4.6 In the event that all or a portion of a project reserving capacity pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure, the BOT, its grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by the BOT shall be automatically extended so long as there is strict compliance with this Agreement.
- 4.7 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.8 Upon execution of this Agreement, all campus development identified in Exhibits “~~A and B~~” and “B,” dated June 14, 2012 attached hereto and incorporated herein by reference shall be submitted to the County for review by its Development Services Department through its pre-application review process. Subsequent to this review process, such development may proceed without further review by the County if it is consistent with the terms of this Agreement and UWF’s adopted campus master plan.
- 4.9 If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect for ten (10) years; from the date of execution of this Agreement unless extended by the mutual consent of the BOT and the County; in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement includes ~~approx. 1647~~approximately 1,746 acres as identified in Exhibit "B"; ~~attached~~ hereto ~~and incorporated herein by this reference.~~

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support development authorized under the terms of this Agreement.

- 7.1 Stormwater management facilities and services are provided by UWF. Accordingly, UWF is responsible for the operation and maintenance of all stormwater management facilities on campus.
- 7.2 Potable water facilities and services are provided by UWF and the Emerald Coast Utilities Authority, (ECUA). Basic service is available through on-campus wells. UWF shares a connection with the ECUA, which essentially provides for supplemental fire flow and back-up capacity. The ECUA has agreed to install a new potable water service adjacent to Pate Street having capacity for the planned West Campus Development.
- 7.3 Sanitary sewer collection facilities and services are provided by UWF and tied into ECUA's sanitary sewer system and disposal facilities. Accordingly, UWF is responsible for the operation and maintenance of all sanitary sewer facilities on the main campus. The ECUA has agreed to install sanitary sewer facilities having capacity for the planned West Campus Development.
- 7.4 Solid waste disposal is provided through a system of dumpsters, recycling receptacles, compactors, grease traps, septic tanks, and waste storage facilities. Commercial and domestic waste is collected under contract with a private vendor. Once collected, commercial and domestic wastes are transported off campus for proper disposal. Medical waste is transported to a central location on campus and temporarily stored in a secure area until collection by a private vendor.
- 7.5 Recreation and open space facilities are provided by UWF. Accordingly, UWF is responsible for the operation and maintenance of all recreation and open space facilities on campus.

7.6 Transportation facilities and services are provided by UWF, the County, Florida Department of Transportation (FDOT), and the Escambia County Area Transit, (ECAT). UWF operates and maintains an on-campus system of collector, minor collector and service roads. The County operates and maintains a system of collector and minor arterial roads within the geographic area. The FDOT operates and maintains a system of minor arterial and principal arterial roads within the geographic area. The ECAT provides and operates bus service to UWF. A campus shuttle service is also utilized.

8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE COUNTY

8.1 The Escambia County Comprehensive Plan establishes the following level of service standards for stormwater management.

- 1) The post-development runoff rate shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with greatest intensity.
- 2) Compliance with the design and performance standards adopted pursuant to Chapter 62-25, F.A.C., in its entirety (including exemptions) and Chapters 62-4 and 62-302, F.A.C.
- 3) The contribution of the new development to any existing, functioning area-wide drainage system will not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
- 4) The County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay provided LOS standard subpart 2 is deemed to be satisfied.
- 5) The County Engineer shall require design and construction for all major channels of stormwater systems under arterial and collector roads be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

8.2 The Escambia County Comprehensive Plan establishes a level of service standard for potable water provided by the ECUA water system of 100 gallons per capita per day.

8.3 The Escambia County Comprehensive Plan establishes the following level of service standard for sanitary sewer:

Residential --- 210 gallons per residential connection per day (350 gallons per residential connection per day peak); and

Ten Mile Road	US 29 to UWF Boundary	E
Campus Drive	University Parkway to Nine Mile Rd.	E
Olive Road	9th Ave. to Scenic Highway	D
Olive Road	Davis Highway to 9th Ave.	E
Olive Road	Palafox Hwy. to Davis Hwy.	E
Old Palafox Road	Pensacola Blvd. to Nine Mile Rd.	E
Old Palafox Road	Nine Mile Road to Old Chemstrand Road	E
Old Palafox Road	Old Chemstrand Road to US 29 (Cantonment)	E
Nine Mile Rd.	US 29/SR 95 to University Parkway	D
Nine Mile Rd.	University Parkway to Davis Highway/SR 291	D
Nine Mile Rd.	Davis Highway/SR 291 to Santa Rosa County Line	D
University Parkway	Davis Highway to Nine Mile Road	E
University Parkway	Nine Mile Road to Campus Boulevard	E
North Davis Highway	I-10/SR 8 to University Parkway	D
North Davis Highway	University Parkway to Nine Mile Rd.	D

8.7 The Escambia County Comprehensive Plan establishes a level of service standard for public transportation as measured by a 60-minute maximum period of wait throughout the current areas and hours of service.

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT AND SERVICE PROVIDERS

The BOT has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the UWF campus:

- 9.1 There are no financial arrangements between the BOT and the County or any other entity for the provision of stormwater management facilities or service to the campus.
- 9.2 ~~The BOT has paid an initial capacity impact fee in the amount of \$1,157.00, to the pays ECUA for the provision provisions of an emergency potable fire water (fire line fireline) back-up meter service to the campus. A permanent monthly charge in the amount of \$27.25 has been imposed in accordance with a Utility Service Agreement executed between ECUA and UWF on 23 April 1997.~~
- 9.3 The BOT pays ECUA for the provision of sanitary sewer facilities and service to the campus in accordance with a Utility Service Agreement executed between ECUA and UWF in 1997.
- 9.4 The BOT has entered into a contract with Allied Waste Industries for solid waste collection and removal services to UWF campus.

- 9.5 There are no financial arrangements between the BOT and any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 There are no financial arrangements between the BOT and the County or any other entity for the provision of transportation facilities or service to the campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 The BOT and the County agree that, since all UWF stormwater management facilities are designed and constructed to retain on-site, all volume of runoff generated by on-campus construction, development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the County so long, as all development identified in Exhibits “A” and “B” of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF campus master plan.
- 10.2 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the County.
- 10.3 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the County.
- 10.4 The BOT and the County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public solid waste collection and disposal facilities below the level of service standards adopted by the County.
- 10.5 The BOT and County further agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the County, so long as UWF continues to provide on-campus active and passive recreation to support its existing and future needs for mutual benefit.
- 10.6 The BOT and the County agree that the development proposed in the adopted UWF Campus Master Plan ~~and Update 2011-2012 as delineated~~ in Exhibits “A” and “B” ~~would~~, may, at the time each element of the Campus Master Plan is constructed, contribute to reducing the operating conditions for ~~the select certain~~ off-campus roadways below the ~~level~~Level of ~~service standards~~Service Standards adopted by the County. ~~Based on traffic generation projections, a traffic distribution was developed based on~~

~~campus access points. Mitigation will be evaluated during the planning process for each project to determine what mitigation impacts will be assessed, if any. The BOT shall notify the County Engineer and the Development Services Department when any new construction is proposed and future residential will attend a pre-application meeting scheduled through the Development Services Department. The BOT will also involve the county in the planning process between the BOT and employment locations. Any private developers that are engaged to complete elements of the Campus Master Plan.~~

~~At the time of the master plan analysis, roadways included in the MPO's 2010 Cost Feasible Plan, are facilities considered funded and likely to be in place by 2010, and served as the base network for the future traffic analysis. The roadways and connections proposed in this Master Plan were added to the 2010 base network.~~

~~As agreed by Escambia County and UWF, all of UWF's pro-rata share of the costs of improvements to roadway segments identified in section 12.0 of the May 6, 2005 Development Agreement have been satisfied. Any additional improvements on the segments identified in the May 6, 2005 Development Agreement would be the responsibility of Escambia County.~~

~~Therefore the proposed development's traffic impact was evaluated on the intersections and road infrastructure within an updated project area (as determined by Escambia County). Escambia County indicated that phase I study area's roadway network shall include Ten Mile Road /Greenbrier Blvd., Guidy Ln., and the Ten Mile Rd. (Greenbrier Boulevard)/Guidy Ln. intersection.~~

~~As part of the evaluation, future capacity conditions associated with the complete build-out year 2016 were determined. The project traffic was combined with the Year 2016 background traffic volumes and compared against the roadway capacities to determine the level of service for the Year 2016 traffic conditions. Year 2016 is the estimated build-out year for Phase I.~~

~~PM Peak Hour forecasting was completed according to standard engineering and planning practices. Sources of historical information include Escambia County, the Florida Department of Transportation (FDOT), and the West Florida Regional Planning Council (WFRPC).~~

~~Ten Mile Road and Greenbrier Blvd. (with the inclusion of project traffic) will not meet concurrency requirements or existing Level of Service at current background volumes or at forecasted 2016 volumes. Ten Mile and Greenbrier Road segments are projected to experience significant increases in traffic volumes due to the UWF Phase I. In addition, the 2016 LOS is projected to operate below LOS standards adopted by Escambia County.~~

~~Table T1 2015-2016 UWF Traffic: Significantly Affected Roadway Segments~~

Roadway	Segment		2016 Total Traffic (2-Way Peak Hour)	UWF Growth 2008- 2016	2016 LOS
	From	To			
Ten Mile Road	Chemstrand	Guidy Lane Intersection	2313	1369	F
Guidy Lane	Greenbrier	Nine Mile Road	755	243	F
Greenbrier	Guidy Lane Int.	Deadend	1695	1621	E

- — Indicates future LOS is lower than adopted LOS standard
- — Source: RPA Group traffic analysis

~~As shown in Table T1, this roadway segment is projected to: (1) carry significant levels (>5%) of UWF 2015-2016 traffic (growth), and (2) the 2016 LOS is projected to operate below adopted standards. This roadway segment will require mitigation by way of improvements such as widening the facility, operational improvements (signals, turn lanes), or improving parallel roadways to accommodate the projected traffic level.~~

~~The BOT shall satisfy its share of the mitigation for development in the adopted UWF Campus Master Plan in accordance with Section 1013.30 (13), Florida Statutes, as agreed upon by the County and the BOT. As provided in Section 27, ch. 2013-45, Laws of Florida, such mitigation may be provided by identifying specific projects in the Master Plan to be constructed by the BOT for purposes of negotiating mitigation of the impact of the projects included in the Master Plan. The preliminary cost estimate for the mitigation described in this Agreement is shown in Table 4.0 of the Traffic Impact Analysis Report Revision IV, dated July 2013, attached as Exhibit "C". Except for reimbursement for the cost of the Traffic Impact Analysis Report, which will be applied against the unallocated balance of payments previously made by the BOT to the County, the parties agree that no mitigation payments shall be due upon execution of this Agreement.~~

~~The County and the BOT will agree upon the mitigation required for each element of the Campus Master Plan prior to the construction of each project and in reasonable compliance with Exhibit "C", Traffic Impact Analysis Report Revision IV, dated July 2013. The BOT shall pay or satisfy its proportional fair share of the required mitigation in accordance with Section 1013.30(13)(c)(2), Florida Statutes, and in accordance with the provisions hereof, prior to commencing construction of each project.~~

~~The BOT shall provide the County an annual report to document any anticipated new construction projects. If those new construction projects are not included within the scope of this Development Agreement, at the County's request, UWF shall, at its expense, provide additional and/or updated impact analysis reports to be used in determining any required mitigation.~~

10.7 The BOT and County agree that ~~development~~Development proposed in the adopted UWF Campus Master Plan Update, dated June 14, 2012 and in Exhibits “A” and “B” hereto will not degrade the operating conditions for public transit facilities below the level of service standards adopted by the County.

11.0 IMPROVEMENTS REQUIRED TO MEET CONCURRENCY REQUIREMENTS

In order to meet concurrency, the construction of the following off-campus improvements shall be required.

11.1 The BOT and the County agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted UWF for the Campus Master Plan and in Exhibits “A” and “B”; to meet the future needs of UWF duration of this Agreement. The BOT and the County further agree that no off-campus development identified in Exhibits “A” and “B” of this Agreement is inconsistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF master plan.

11.2 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports and based on agreements with ECUA, there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus potable water improvements are required by the County.

11.3 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports, there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no further off-campus sanitary sewer improvements are required by the County.

11.4 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports, there is sufficient solid waste facility capacity at the Perdido Landfill to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus solid waste improvements are required by the County.

11.5 The BOT and the County agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus open space and recreation

improvements are required by the County, so long as UWF continues to provide for the recreational needs of its students.

- ~~11.6 As shown in Table T1, Paragraph 10.6, the Greenbrier roadway segment is projected to carry significant levels of UWF 2008-2016 traffic growth and the 2016 LOS is projected to operate below adopted standards. This roadway segment will require some level of mitigation by way of improvements such as widening the facility, traffic signals, turn lanes, transit, or improving parallel roadways to accomplish the projected traffic levels as indicated below. For the purposes of developing a fair share cost, an additional lane in each direction was assumed for each of the three roadway segments. These improvements are potential capacity enhancements with the County and BOT mutually agreeing on final improvements related to these three roadway segments. Alternatives such as enhanced traffic signal operations, expanded transit service, and multi-modal enhancements are additional potential projects to be considered.~~
- ~~11.7 The BOT and the County agree that the above programmed improvements as noted in Paragraph 11.6 shall ensure the provision of sufficient transportation facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits "A and B", to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agrees that concurrency resources need to be provided for these improvements.~~

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided to guarantee UWF's pro rata share of the costs of improvements to public facilities and services identified in this document and necessary to support development identified in Exhibits "A" and "B".

- 12.1 The BOT and the County agree that no off-campus stormwater management improvements are required by the County, so long as all development identified in Exhibits "A and B" of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF master plan.
- 12.2 The BOT and the County agree that no off-campus potable water improvements are required by the County. The BOT and the ECUA have executed a separate agreement for the installation of a new potable water service for the West Campus Development in exchange for granting a utility easement on university property.
- 12.3 The BOT and the County agree that no off-campus sanitary sewer improvements are required by the County.
- 12.4 The BOT and the County agree that no off-campus solid waste improvements are required by the County.

12.5 The BOT and the County agree that no off-campus parks and recreation improvements are required by the County.

12.6 The BOT and the County agree that the BOT's responsibility for paying its proportionate fair share of the costs of ~~potential~~the then improvements as defined in section 11.6 will be met ~~the 2009 Agreement for the prior Campus Master Plan Update 2006-2016 were paid at the request of BOT by The Florida Board of Governors to the County~~ as follows:

(a) Guidy Lane and Ten Mile Intersection Improvements	\$1,384,234.00
(b) Ten Mile/Greenbrier Road Improvements East of Guidy	<u>\$95,500.00</u>
TOTALS	<u>\$1,479,734.00</u>

The BOT and the County agree that payment of the above proportionate fair share estimates ~~constitutes~~constituted full mitigation for the then anticipated off-campus transportation impacts.

This agreement was based upon the "Traffic and Impact Analysis," September, 2008, pages 5 and 19; appendix G. ~~Refer to Exhibit C.~~Refer to Exhibit "C". The BOT and the County acknowledge that the Campus Master Plan Improvements anticipated in the 2006-2016 Campus Master Plan were not implemented by BOT and therefore there remains a \$1,479,734 mitigation credit available to the BOT to offset any future mitigation as may be agreed upon by the County and the BOT as a result of BOT or a private developer, on behalf of BOT, requesting the construction of any improvements as delineated in the 2011-2021 Campus Master Plan (Exhibits "A" and "B" hereto).

12.7 The BOT and the County agree that no additional off-campus public transportation improvements are required by the County.

12.8

~~Upon execution of this agreement, the~~ between the BOT and the County as to the costs of mitigation of each element of the improvements hereunder, the mitigation credit described in Section 12.6, above will first be applied to offset such amount. BOT will request that the Florida Board of Governors encumber State University System Concurrency Trust Funds in the amount ~~of \$1,479,734, which will constitute~~remaining after application of the mitigation credit described in Section 12.6, above, in order to pay the fair share contribution payable to the County for mitigation of those impacts described in paragraph 11.6, herein. The BOT will request that the Florida Board of Governors pay this amount to the County ~~within 90 days after execution of this agreement, prior to commencing construction of each project.~~ The University BOT shall not be obligated to make the payment from any other source. However, the BOT will undertake good faith efforts to secure funding for such payments from private or other legally available sources. In the event that the Concurrency Trust Funds or other funds secured by the BOT are not available for any reason ~~the County will not be obligated to~~

undertake the improvements described in paragraph 11.6., as provided in Section 27, Ch. 2013-45, Laws of Florida, such mitigation may be provided by identifying specific projects in the Master Plan to be constructed by the BOT for purposes of negotiating mitigation of the impact of the projects included in the Master Plan.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

- 13.1 The BOT is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in the Capital Improvements Section of the UWF Campus Master Plan Update, adopted by the BOT on March 11, 2008, June 14, 2012 and incorporated herein by this reference.
- 13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the UWF Campus Master Plan Update, adopted by the BOT on March 11, 2008, June 14, 2012.
- 13.3 The County agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Section 11.0 and Exhibits “A” and “B” for the duration of this Agreement. The BOT shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12.0 of this Agreement.
- 13.4 The County acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibits “A” and “B”. The County also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by the BOT to meet concurrency requirements and/or to prevent development identified in UWF’s adopted campus master plan from going forward in accordance with its timetable of development.

14.0 APPLICABLE LAWS

If state or federal laws are enacted subsequent after the execution of this Agreement, which are applicable to or preclude either party’s compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

- 15.1 This Agreement may be amended in conjunction with any amendment to the adopted UWF campus master plan which, alone or in conjunction with other amendments: increase density or intensity of use of land on the campus by more than 10 percent, decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent, or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the State, the County, or any affected local government.

- 15.2 This Agreement may be amended if either party delay by more than 12 months the construction of a capital improvement identified in this Agreement.
- 15.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.
- 15.4 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.
- 15.5 In the event of a dispute arising from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The County finds that this Agreement and the proposed development and capacity reservations provided for herein are consistent with the County's adopted Comprehensive Plan, so long as UWF conforms to the applicable Future Land Use category regulations, as outlined in the County's Comprehensive Plan.

17.0 ENFORCEMENT

Any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the County is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

18.0 DISPUTE RESOLUTION

- 18.1 In the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.

18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.

18.4 If either the BOT or the County rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30, Florida Statutes, has 60 days to hold informal hearings if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 1013.30, Florida Statutes, prescribe by order the contents of this Agreement.

19.0 MONITORING AND OVERSIGHT

19.1 The County may inspect related activity on the UWF campus to verify that the terms of this Agreement are satisfied, not less than once every 12 months. UWF shall provide the County project information that demonstrates good faith compliance with the terms of this Agreement on an annual basis. Project information shall be submitted to the County each year by the first of October.

19.2 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.

20.0 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

21.0 RECORDING OF THIS AGREEMENT

This Agreement shall be recorded by the County in the public records of Escambia County, Florida, within 14 days of execution of the Agreement by both parties. A copy of the recorded

Agreement shall be forwarded to the ~~state land planning agency~~State Land Planning Agency by the BOT within 14 days after the date of execution.

22.0 NOTICES

22.1 All notices, demands, requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;
By registered or certified mail;
By deposit with an overnight express delivery service.

22.2 Notice by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

22.3 For the purpose of notice, the address of the BOT shall be:

The Board of Trustees
University of West Florida
11000 University Parkway
Pensacola, Florida 32514-5750

With a copy to:

The President
University of West Florida
11000 University Parkway
Pensacola, Florida 32514-5750

22.4 The address of the County shall be:

The Escambia County Administrator
~~Post Office Box 1591~~
~~221 Palafox Place~~
Pensacola, Florida ~~32597-1591~~32502

With a copy to:

Director
~~Escambia County Department of~~ Development Services Department
Planning and Zoning Division
~~11903363 West Leonard Street~~ Park Place
Pensacola, Florida ~~32501-1129~~ 32505

23.0 MEMORANDUM, EXHIBITS AND SCHEDULES

The Memorandum, Exhibits and Schedules to this Agreement consist of the following documents, all of which are attached hereto and incorporated into and herein, form a part of this Agreement:

MEMORANDUM – Interested Parties Memorandum dated July 2013.

Exhibit “A” --- Project Enrollment Growth ~~and Residency Forecast~~ dated June 14, 2012

Exhibit “B” --- Geographic Area Covered ~~By The~~ by the Agreement, defined and delineated in the following Exhibits B.1, B.2, B.3 and B.4:

1. Illustrative Campus Master Plan Update 2006-2016 Illustrative: Long Range Figure 3-H 2011-2021, dated June 14, 2012
2. Capital Improvement Plan UWF Five (5) Year Plan: 2009/2010-2013/2014 2012-12 through 2016-17, date June 14, 2012
3. C.I.P. Proposed Projects Five-Year Capital Improvement Plan and Legislative Budget Request Period: 2013-13 through 2016-17, dated June 14, 2012
- ~~3. West Campus Development Agreement~~
4. University Of West Florida Illustrative Campus Development September 2008 Master Plan, date June 14, 2012

Exhibit “C” --- Traffic and Road Impact Analysis, ~~September 2008~~ for the University of West Florida 2011-2021 Campus Master Plan Revision IV dated July 2013.

Except as amended by this Agreement, the 2009 Agreement remains unchanged and in full force and effect.

Formatted: Justified, Indent: Left: 1.25"

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated. Signed, sealed and delivered in the presence of:

UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES

Witness

~~Chair of the Board of Trustees~~
~~Of the University of West Florida~~

Witness

Date: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____ of the University of West Florida Board of Trustees, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, ~~2009~~2014.

Notary Public

(Seal)

My Commission expires: _____

This Campus Development ~~agreement~~Agreement
Between Escambia County and ~~UWF~~UWFBOT is approved
as to form and legality

DONE AND ENACTED, by the Board of County Commissioners of Escambia County Florida,
this _____ day of _____, ~~2009~~2014.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Formatted: Font: Bold

Chairman

ATTEST: ~~ERNIE LEE MAGAHA~~ _____
CLERK OF THE CIRCUIT COURT

This document approved as to form
and legal sufficiency

Deputy Clerk

By: _____

Title: _____

Date: _____

(Seal)

BCC Approved: _____
Date

Date Executed

**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN ESCAMBIA COUNTY and UWF**

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the **University of West Florida Board of Trustees** (hereinafter referred to as the “BOT”), and the **COUNTY OF ESCAMBIA** (here referred to as the “County”), a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the campus of the University of West Florida is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to Escambia County, and

WHEREAS, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Chapter 1013, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, and

WHEREAS, the BOT has approved and adopted a campus master plan for UWF in compliance with the requirements set forth in Subsection 1013.30, Florida Statutes, and

WHEREAS, upon adoption of the campus master plan by the BOT, the BOT and Escambia County are required to enter into a campus development agreement, and

WHEREAS, the campus development agreement shall determine the impacts of proposed campus development reasonable expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation, and

WHEREAS, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute, and

WHEREAS, the campus development agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

WHEREAS, the campus development agreement shall identify the BOT’s “fair share” of the cost of all improvements to facilities or services which are necessary to address these deficiencies, and

WHEREAS, the parties hereto entered into that certain Campus Development Agreement dated as of July 22, 2009, recorded in the Public Records of Escambia County at OR 6423 beginning at page 0717 (the “2009 Agreement”); and

WHEREAS, pursuant to the process and procedure set forth in Florida law, UWF approved an update to its Campus Master Plan on June 14, 2014.

NOW, THEREFORE, for and in consideration of the mutual duties and benefits herein undertaken and conferred, the parties do hereby agree to amend and restate the 2009 Agreement to read as follows and to be bound by this Agreement henceforth:

1.0 RECITATIONS

The foregoing recitals are true and correct and are incorporated herein by reference.

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

- 2.1 The term “Administration Commission” means the Governor and the Cabinet.
- 2.2 The term “adopted master plan” means the University of West Florida Master Plan Update as adopted by the Board of Trustees on June 14, 2012.
- 2.3 The term “affected person” means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.
- 2.4 The term “aggrieved or adversely affected person” means any person with proprietary interest in real property within the county, which property will suffer an adverse impact as the result of the county permitting or development approval decision.
- 2.5 The term “campus master plan” means a plan that meets the requirements of Chapter 1013.30, Florida Statutes.
- 2.6 The term “comprehensive plan” means a plan that meets the requirements of Subsection 163.3177 and 163.3178, Florida Statutes.
- 2.7 The term “concurrency” means the condition or circumstance that public facilities meet or exceed the adopted level of service (LOS) standards established by the County Comprehensive Plan.
- 2.8 The term “development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

- 2.9 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.
- 2.10 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.
- 2.11 The term “force majeure” means act of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.
- 2.12 For the purposes of this agreement, the term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities.
- 2.13 The term “state land planning agency” means the Department of Economic Opportunity.

3.0 INTENT AND PURPOSE

- 3.1 This agreement is intended to implement the requirements of concurrency contained in Chapter 1013.30, Florida Statutes. It is the intent of the BOT and the County to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the County’s Comprehensive Plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation.

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by the BOT and the County.
- 4.2 The BOT represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of the BOT.
- 4.3 The County represents that it has full power and authority to enter into and perform this Agreement in accordance with the terms and conditions set forth herein. Further, the

County represents that this Agreement has been duly authorized by the County and constitutes a valid, binding and enforceable contract of the County having been previously approved by a resolution adopted by the County and has been the subject of one or more duly noticed public hearings as required by law; applies to all requirements of law applicable to the County, and does not violate any other Agreement to which the County is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the County is subject.

- 4.4 State and regional environmental program requirements shall remain applicable.
- 4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the County for construction projects subject to this Agreement.
- 4.6 In the event that all or a portion of a project reserving capacity pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure, the BOT, its grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by the BOT shall be automatically extended so long as there is strict compliance with this Agreement.
- 4.7 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.8 Upon execution of this Agreement, all campus development identified in Exhibits "A" and "B," dated June 14, 2012 attached hereto and incorporated herein by reference shall be submitted to the County for review by its Development Services Department through its pre-application review process. Subsequent to this review process, such development may proceed without further review by the County if it is consistent with the terms of this Agreement and UWF's adopted campus master plan.
- 4.9 If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect for ten (10) years from the date of execution of this Agreement unless extended by the mutual consent of the BOT and the County in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement includes approximately 1,746 acres as identified in Exhibit “B” hereto.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support development authorized under the terms of this Agreement.

- 7.1 Stormwater management facilities and services are provided by UWF. Accordingly, UWF is responsible for the operation and maintenance of all stormwater management facilities on campus.
- 7.2 Potable water facilities and services are provided by UWF and the Emerald Coast Utilities Authority, (ECUA). Basic service is available through on-campus wells. UWF shares a connection with the ECUA, which essentially provides for supplemental fire flow and back-up capacity. The ECUA has agreed to install a new potable water service adjacent to Pate Street having capacity for the planned West Campus Development.
- 7.3 Sanitary sewer collection facilities and services are provided by UWF and tied into ECUA’s sanitary sewer system and disposal facilities. Accordingly, UWF is responsible for the operation and maintenance of all sanitary sewer facilities on the main campus. The ECUA has agreed to install sanitary sewer facilities having capacity for the planned West Campus Development.
- 7.4 Solid waste disposal is provided through a system of dumpsters, recycling receptacles, compactors, grease traps, septic tanks, and waste storage facilities. Commercial and domestic waste is collected under contract with a private vendor. Once collected, commercial and domestic wastes are transported off campus for proper disposal. Medical waste is transported to a central location on campus and temporarily stored in a secure area until collection by a private vendor.
- 7.5 Recreation and open space facilities are provided by UWF. Accordingly, UWF is responsible for the operation and maintenance of all recreation and open space facilities on campus.
- 7.6 Transportation facilities and services are provided by UWF, the County, Florida Department of Transportation (FDOT), and the Escambia County Area Transit, (ECAT). UWF operates and maintains an on-campus system of collector, minor collector and service roads. The County operates and maintains a system of collector and minor arterial roads within the geographic area. The FDOT operates and maintains a system of minor arterial and principal arterial roads within the geographic area. The ECAT provides and operates bus service to UWF. A campus shuttle service is also utilized.

8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE COUNTY

8.1 The Escambia County Comprehensive Plan establishes the following level of service standards for stormwater management.

- 1) The post-development runoff rate shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with greatest intensity.
- 2) Compliance with the design and performance standards adopted pursuant to Chapter 62-25, F.A.C., in its entirety (including exemptions) and Chapters 62-4 and 62-302, F.A.C.
- 3) The contribution of the new development to any existing, functioning area-wide drainage system will not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
- 4) The County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay provided LOS standard subpart 2 is deemed to be satisfied.
- 5) The County Engineer shall require design and construction for all major channels of stormwater systems under arterial and collector roads be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

8.2 The Escambia County Comprehensive Plan establishes a level of service standard for potable water provided by the ECUA water system of 100 gallons per capita per day.

8.3 The Escambia County Comprehensive Plan establishes the following level of service standard for sanitary sewer:

Residential --- 210 gallons per residential connection per day (350 gallons per residential connection per day peak); and

Non-residential --- LOS requirements are based upon an equivalent residential connection (ERC) and on the size of the non-residential water meter.

8.4 The Escambia County Comprehensive Plan establishes a level of service standard for solid waste of six (6) pounds per capita per day.

8.5 The Escambia County Comprehensive Plan establishes the following level of service standard for recreation and open space facilities in the following Recreation Services Districts (RSD):

Barrier Island RSD – 1 acre/1,000 people within the RSD

Urban RSD – 1 acre/1,000 people within the RSD

Suburban RSD – 2 acres/1,000 people within the RSD

Rural RSD – 2 acres/ 1,000 people within the RSD

8.6 The Escambia County Comprehensive Plan establishes the following current existing Level of Service Standards (LOS STD) for roadway segments within the geographic area providing service to the campus:

ON STREET	ROADWAY SEGEMENT	LOS STD
Ten Mile Road	US 29 to UWF Boundary	E
Campus Drive	University Parkway to Nine Mile Rd.	E
Olive Road	9th Ave. to Scenic Highway	D
Olive Road	Davis Highway to 9th Ave.	E
Olive Road	Palafox Hwy. to Davis Hwy.	E
Old Palafox Road	Pensacola Blvd. to Nine Mile Rd.	E
Old Palafox Road	Nine Mile Road to Old Chemstrand Road	E
Old Palafox Road	Old Chemstrand Road to US 29 (Cantonment)	E
Nine Mile Rd.	US 29/SR 95 to University Parkway	D
Nine Mile Rd.	University Parkway to Davis Highway/SR 291	D
Nine Mile Rd.	Davis Highway/SR 291 to Santa Rosa County Line	D
University Parkway	Davis Highway to Nine Mile Road	E
University Parkway	Nine Mile Road to Campus Boulevard	E
North Davis Highway	I-10/SR 8 to University Parkway	D
North Davis Highway	University Parkway to Nine Mile Rd.	D

8.7 The Escambia County Comprehensive Plan establishes a level of service standard for public transportation as measured by a 60-minute maximum period of wait throughout the current areas and hours of service.

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT AND SERVICE PROVIDERS

The BOT has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the UWF campus:

- 9.1 There are no financial arrangements between the BOT and the County or any other entity for the provision of stormwater management facilities or service to the campus.
- 9.2 The BOT pays ECUA for the provisions of an emergency potable fire water (fireline) back-up meter service to the campus in accordance with a Utility Service Agreement executed between ECUA and UWF on 23 April 1997.
- 9.3 The BOT pays ECUA for the provision of sanitary sewer facilities and service to the campus in accordance with a Utility Service Agreement executed between ECUA and UWF in 1997.
- 9.4 The BOT has entered into a contract with Allied Waste Industries for solid waste collection and removal services to UWF campus.
- 9.5 There are no financial arrangements between the BOT and any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 There are no financial arrangements between the BOT and the County or any other entity for the provision of transportation facilities or service to the campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 The BOT and the County agree that, since all UWF stormwater management facilities are designed and constructed to retain on-site, all volume of runoff generated by on-campus construction, development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the County so long, as all development identified in Exhibits “A” and “B” of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF campus master plan.
- 10.2 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the County.
- 10.3 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the County.
- 10.4 The BOT and the County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public solid waste collection and disposal facilities below the level of service standards adopted by the County.

- 10.5 The BOT and County further agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the County, so long as UWF continues to provide on-campus active and passive recreation to support its existing and future needs for mutual benefit.
- 10.6 The BOT and the County agree that the development proposed in the adopted UWF Campus Master Plan Update 2011-2012 as delineated in Exhibits “A” and “B”, may, at the time each element of the Campus Master Plan is constructed, contribute to reducing the operating conditions for certain off-campus roadways below the Level of Service Standards adopted by the County. Mitigation will be evaluated during the planning process for each project to determine what mitigation impacts will be assessed, if any. The BOT shall notify the County Engineer and the Development Services Department when any new construction is proposed and will attend a pre-application meeting scheduled through the Development Services Department. The BOT will also involve the county in the planning process between the BOT and any private developers that are engaged to complete elements of the Campus Master Plan.

The BOT shall satisfy its share of the mitigation for development in the adopted UWF Campus Master Plan in accordance with Section 1013.30 (13), Florida Statutes, as agreed upon by the County and the BOT. As provided in Section 27, ch. 2013-45, Laws of Florida, such mitigation may be provided by identifying specific projects in the Master Plan to be constructed by the BOT for purposes of negotiating mitigation of the impact of the projects included in the Master Plan. The preliminary cost estimate for the mitigation described in this Agreement is shown in Table 4.0 of the Traffic Impact Analysis Report Revision IV, dated July 2013, attached as Exhibit “C”. Except for reimbursement for the cost of the Traffic Impact Analysis Report, which will be applied against the unallocated balance of payments previously made by the BOT to the County, the parties agree that no mitigation payments shall be due upon execution of this Agreement.

The County and the BOT will agree upon the mitigation required for each element of the Campus Master Plan prior to the construction of each project and in reasonable compliance with Exhibit “C”, Traffic Impact Analysis Report Revision IV, dated July 2013. The BOT shall pay or satisfy its proportional fair share of the required mitigation in accordance with Section 1013.30(13)(c)(2), Florida Statutes, and in accordance with the provisions hereof, prior to commencing construction of each project.

The BOT shall provide the County an annual report to document any anticipated new construction projects. If those new construction projects are not included within the scope of this Development Agreement, at the County’s request, UWF shall, at its expense, provide additional and/or updated impact analysis reports to be used in determining any required mitigation.

10.7 The BOT and County agree that Development proposed in the adopted UWF Campus Master Plan Update, dated June 14, 2012 and in Exhibits “A” and “B” hereto will not degrade the operating conditions for public transit facilities below the level of service standards adopted by the County.

11.0 IMPROVEMENTS REQUIRED TO MEET CONCURRENCY REQUIREMENTS

In order to meet concurrency, the construction of the following off-campus improvements shall be required.

11.1 The BOT and the County agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted UWF for the Campus Master Plan and in Exhibits “A” and “B”; to meet the future needs of UWF duration of this Agreement. The BOT and the County further agree that no off-campus development identified in Exhibits “A” and “B” of this Agreement is inconsistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF master plan.

11.2 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports and based on agreements with ECUA, there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus potable water improvements are required by the County.

11.3 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports, there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no further off-campus sanitary sewer improvements are required by the County.

11.4 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports, there is sufficient solid waste facility capacity at the Perdido Landfill to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus solid waste improvements are required by the County.

11.5 The BOT and the County agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus open space and recreation improvements are required by the County, so long as UWF continues to provide for the recreational needs of its students.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided to guarantee UWF's pro rata share of the costs of improvements to public facilities and services identified in this document and necessary to support development identified in Exhibits "A" and "B."

- 12.1 The BOT and the County agree that no off-campus stormwater management improvements are required by the County, so long as all development identified in Exhibits "A and B" of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF master plan.
- 12.2 The BOT and the County agree that no off-campus potable water improvements are required by the County. The BOT and the ECUA have executed a separate agreement for the installation of a new potable water service for the West Campus Development in exchange for granting a utility easement on university property.
- 12.3 The BOT and the County agree that no off-campus sanitary sewer improvements are required by the County.
- 12.4 The BOT and the County agree that no off-campus solid waste improvements are required by the County.
- 12.5 The BOT and the County agree that no off-campus parks and recreation improvements are required by the County.
- 12.6 The BOT and the County agree that the BOT's responsibility for paying its proportionate fair share of the costs of the then improvements as defined in the 2009 Agreement for the prior Campus Master Plan Update 2006-2016 were paid at the request of BOT by The Florida Board of Governors to the County as follows:

(a) Guidy Lane and Ten Mile Intersection Improvements	\$1,384,234.00
(b) Ten Mile/Greenbrier Road Improvements East of Guidy	<u>\$95,500.00</u>
TOTALS	<u>\$1,479,734.00</u>

The BOT and the County agree that payment of the above proportionate fair share estimates constituted full mitigation for the then anticipated off-campus transportation impacts.

This agreement was based upon the “Traffic and Impact Analysis,” September, 2008, pages 5 and 19; appendix G. Refer to Exhibit “C”. The BOT and the County acknowledge that the Campus Master Plan Improvements anticipated in the 2006-2016 Campus Master Plan were not implemented by BOT and therefore there remains a \$1,479,734 mitigation credit available to the BOT to offset any future mitigation as may be agreed upon by the County and the BOT as a result of BOT or a private developer, on behalf of BOT, requesting the construction of any improvements as delineated in the 2011-2021 Campus Master Plan (Exhibits “A” and “B” hereto).

12.7 The BOT and the County agree that no additional off-campus public transportation improvements are required by the County.

12.8

Upon agreement between the BOT and the County as to the costs of mitigation of each element of the improvements hereunder, the mitigation credit described in Section 12.6, above will first be applied to offset such amount. BOT will request that the Florida Board of Governors encumber State University System Concurrency Trust Funds in the amount remaining after application of the mitigation credit described in Section 12.6, above, in order to pay the fair share contribution payable to the County for mitigation of those impacts described herein. The BOT will request that the Florida Board of Governors pay this amount to the County prior to commencing construction of each project. The BOT shall not be obligated to make the payment from any other source. However, the BOT will undertake good faith efforts to secure funding for such payments from private or other legally available sources. In the event that the Concurrency Trust Funds or other funds secured by the BOT are not available for any reason, as provided in Section 27, Ch. 2013-45, Laws of Florida, such mitigation may be provided by identifying specific projects in the Master Plan to be constructed by the BOT for purposes of negotiating mitigation of the impact of the projects included in the Master Plan.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

13.1 The BOT is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in the Capital Improvements Section of the UWF Campus Master Plan Update, adopted by the BOT on June 14, 2012 and incorporated herein by this reference.

13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the UWF Campus Master Plan Update, adopted by the BOT on June 14, 2012.

13.3 The County agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Section 11.0 and Exhibits “A” and “B” for the duration of this Agreement. The BOT shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12.0 of this Agreement.

13.4 The County acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibits “A” and “B”. The County also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by the BOT to meet concurrency requirements and/or to prevent development identified in UWF’s adopted campus master plan from going forward in accordance with its timetable of development.

14.0 APPLICABLE LAWS

If state or federal laws are enacted subsequent after the execution of this Agreement, which are applicable to or preclude either party’s compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

15.1 This Agreement may be amended in conjunction with any amendment to the adopted UWF campus master plan which, alone or in conjunction with other amendments: increase density or intensity of use of land on the campus by more than 10 percent, decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent, or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the State, the County, or any affected local government.

15.2 This Agreement may be amended if either party delay by more than 12 months the construction of a capital improvement identified in this Agreement.

15.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

15.4 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.

15.5 In the event of a dispute arising from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The County finds that this Agreement and the proposed development and capacity reservations provided for herein are consistent with the County’s adopted Comprehensive Plan, so long as

UWF conforms to the applicable Future Land Use category regulations, as outlined in the County's Comprehensive Plan.

17.0 ENFORCEMENT

Any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the County is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

18.0 DISPUTE RESOLUTION

- 18.1 In the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
- 18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 18.4 If either the BOT or the County rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30, Florida Statutes, has 60 days to hold informal hearings if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 1013.30, Florida Statutes, prescribe by order the contents of this Agreement.

19.0 MONITORING AND OVERSIGHT

- 19.1 The County may inspect related activity on the UWF campus to verify that the terms of this Agreement are satisfied, not less than once every 12 months. UWF shall provide the County project information that demonstrates good faith compliance with the terms of this Agreement on an annual basis. Project information shall be submitted to the County each year by the first of October.
- 19.2 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 of this Agreement.
- 19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.

20.0 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

21.0 RECORDING OF THIS AGREEMENT

This Agreement shall be recorded by the County in the public records of Escambia County, Florida, within 14 days of execution of the Agreement by both parties. A copy of the recorded Agreement shall be forwarded to the State Land Planning Agency by the BOT within 14 days after the date of execution.

22.0 NOTICES

- 22.1 All notices, demands, requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;
By registered or certified mail;
By deposit with an overnight express delivery service.

- 22.2 Notice by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

22.3 For the purpose of notice, the address of the BOT shall be:

The Board of Trustees
University of West Florida
11000 University Parkway
Pensacola, Florida 32514-5750

With a copy to:

The President
University of West Florida
11000 University Parkway
Pensacola, Florida 32514-5750

22.4 The address of the County shall be:

The Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502

With a copy to:

Director of Development Services Department
Planning and Zoning Division
3363 West Park Place
Pensacola, Florida 32505

23.0 MEMORANDUM, EXHIBITS AND SCHEDULES

The Memorandum, Exhibits and Schedules to this Agreement consist of the following documents, all of which are attached hereto and incorporated herein, form a part of this Agreement:

MEMORANDUM – Interested Parties Memorandum dated July 2013.

Exhibit “A” --- Project Enrollment Growth dated June 14, 2012

Exhibit “B” --- Geographic Area Covered by the Agreement, defined and delineated in the following Exhibits B.1, B.2, B.3 and B.4:

1. Illustrative Campus Master Plan Update 2011-2021, dated June 14, 2012
2. Capital Improvement Plan UWF Five (5) Year Plan 2012-12 through 2016-17, date June 14, 2012

3. Five-Year Capital Improvement Plan and Legislative Budget Request Period:
2013-13 through 2016-17, dated June 14, 2012
4. West Campus Illustrative Campus Master Plan, date June 14, 2012

Exhibit “C” --- Traffic and Road Impact Analysis, for the University of West Florida
2011-2021 Campus Master Plan Revision IV dated July 2013.

Except as amended by this Agreement, the 2009 Agreement remains unchanged and in full
force and effect.

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated. Signed, sealed and delivered in the presence of:

**UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES**

Witness

Chair

Witness

Date: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____ of the University of West Florida Board of Trustees, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2014.

Notary Public

(Seal)

My Commission expires: _____

This Campus Development Agreement
Between Escambia County and BOT is approved
as to form and legality

DONE AND ENACTED, by the Board of County Commissioners of Escambia County Florida,
this _____ day of _____, 2014.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Chairman

ATTEST: _____
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency

By: _____

Title: _____

Date: _____

BCC Approved: _____
Date

Date Executed

**2013 Florida Statute
Title XLVIII: K-20 Education Code
Chapter 1013: Educational Facilities**

1013.30 University campus master plans and campus development agreements.—

(1) This section contains provisions for campus planning and concurrency management that supersede the requirements of part II of chapter 163, except when stated otherwise in this section. These special growth management provisions are adopted in recognition of the unique relationship between university campuses and the local governments in which they are located. While the campuses provide research and educational benefits of statewide and national importance, and further provide substantial educational, economic, and cultural benefits to their host local governments, they may also have an adverse impact on the public facilities and services and natural resources of host governments. On balance, however, universities should be considered as vital public facilities of the state and local governments. The intent of this section is to address this unique relationship by providing for the preparation of campus master plans and associated campus development agreements.

(2) As used in this section:

(a) “Affected local government” means a unit of local government that provides public services to or is responsible for maintaining facilities within a campus of an institution or is directly affected by development that is proposed for a campus.

(b) “Affected person” means a host local government; an affected local government; any state, regional, or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government. In order to qualify under this definition, each person, other than a host or affected local government, must have submitted oral or written comments, recommendations, or objections to the university during the period of time beginning with the advertisement of the first public hearing under subsection (6) and ending with the adoption of the campus master plan or plan amendment. If the plan or plan amendment is amended at the adoption hearing, the time period shall be extended by 7 calendar days. However, any comments, recommendations, or objections filed during the extension must be limited to those amendments adopted at the adoption hearing.

(c) “Host local government” means a local government within the jurisdiction of which all or part of a campus of an institution is located, but does not include a county if no part of an institution is located within its unincorporated area.

(d) “Institution” means a university.

(e) “Division” means the Division of Administrative Hearings.

(3) Each university board of trustees shall prepare and adopt a campus master plan for the university and maintain a copy of the plan on the university’s website. The master plan must identify general land uses and address the need for and plans for provision of roads, parking, public transportation, solid waste, drainage, sewer, potable water, and recreation and open space during the coming 10 to 20 years. The plans must contain elements relating to future land use, intergovernmental coordination, capital improvements, recreation and open space, general infrastructure, housing, and conservation. Each element must address compatibility with the surrounding community. The master plan must identify specific land uses, general location of structures, densities and intensities of use, and contain standards for onsite development, site design, environmental management, and the preservation of historic and archaeological resources. The transportation element must address reasonable transportation demand management techniques to minimize offsite impacts where possible. Data and analyses on which the elements are based must include, at a minimum: the characteristics of vacant lands; projected impacts of development on onsite and offsite infrastructure, public services, and natural resources; student enrollment projections; student housing needs; and the need for academic and support facilities. Master plans must be updated at least every 5 years.

(4) Campus master plans may contain additional elements at the discretion of the Board of Governors; however, such elements are not subject to review under this section. These additional elements may include the academic mission of the institution, academic program, utilities, public safety, architectural design, landscape architectural design, and facilities maintenance.

(5) Subject to the right of the university board of trustees to initiate the dispute resolution provisions of subsection (8), a campus master plan must not be in conflict with the comprehensive plan of the host local government and the comprehensive plan of any affected local governments. A campus master plan must be consistent with the state comprehensive plan.

(6) Before a campus master plan is adopted, a copy of the draft master plan must be sent for review or made available electronically to the host and any

affected local governments, the state land planning agency, the Department of Environmental Protection, the Department of Transportation, the Department of State, the Fish and Wildlife Conservation Commission, and the applicable water management district and regional planning council. At the request of a governmental entity, a hard copy of the draft master plan shall be submitted within 7 business days of an electronic copy being made available. These agencies must be given 90 days after receipt of the campus master plans in which to conduct their review and provide comments to the university board of trustees. The commencement of this review period must be advertised in newspapers of general circulation within the host local government and any affected local government to allow for public comment. Following receipt and consideration of all comments and the holding of an informal information session and at least two public hearings within the host jurisdiction, the university board of trustees shall adopt the campus master plan. It is the intent of the Legislature that the university board of trustees comply with the notice requirements set forth in s. 163.3184(11) to ensure full public participation in this planning process. The informal public information session must be held before the first public hearing. The first public hearing shall be held before the draft master plan is sent to the agencies specified in this subsection. The second public hearing shall be held in conjunction with the adoption of the draft master plan by the university board of trustees. Campus master plans developed under this section are not rules and are not subject to chapter 120 except as otherwise provided in this section.

(7) Notice that the campus master plan has been adopted must be forwarded within 45 days after its adoption to any affected person that submitted comments on the draft campus master plan. The notice must state how and where a copy of the master plan may be obtained or inspected. Within 30 days after receipt of the notice of adoption of the campus master plan, or 30 days after the date the adopted plan is available for review, whichever is later, an affected person who submitted comments on the draft master plan may petition the university board of trustees, challenging the campus master plan as not being in compliance with this section or any rule adopted under this section. The petition must state each objection, identify its source, and provide a recommended action. A petition filed by an affected local government may raise only those issues directly pertaining to the public facilities or services that the affected local government provides to or maintains within the campus or to the direct impact that campus development would have on the affected local government. A petition filed by an affected

person must include those items required by the uniform rules adopted under s. 120.54(5). Any affected person who files a petition under this subsection may challenge only those provisions in the plan that were raised by that person's oral or written comments, recommendations, or objections presented to the university board of trustees, as required by paragraph (2)(b). The university may, during the pendency of a challenge, negotiate a campus development agreement as provided in subsection (11).

(8) Following receipt of a petition challenging a campus master plan or plan amendment, the university board of trustees must submit the petition to the Division of Administrative Hearings of the Department of Management Services for assignment to an administrative law judge under ss. 120.569 and 120.57.

(a) If a party to the proceeding requests mediation, the parties have no more than 30 days to resolve any issue in dispute. The costs of the mediation must be borne equally by all of the parties to the proceeding.

(b) If the matter is not resolved within 30 days, the administrative law judge shall proceed with a hearing under ss. 120.569 and 120.57. The hearing shall be held in the county where the campus of the university subject to the amendment is located. Within 60 days after receiving the petition, the administrative law judge must, consistent with the applicable requirements and procedures of the Administrative Procedure Act, hold a hearing, identify the issues remaining in dispute, prepare a record of the proceedings, and submit a recommended order to the state land planning agency for final action. Parties to the proceeding may submit written exceptions to the recommended order within 10 days after the recommended order is issued. The state land planning agency must issue its final order no later than 60 days after receiving the recommended order.

(c) The final order of the state land planning agency is subject to judicial review as provided in s. 120.68.

(d) The signature of an attorney or party constitutes a certificate that he or she has read the pleading, motion, or other paper and that, to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay, or for economic advantage, competitive reasons, frivolous purposes, or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the division, upon motion or its own initiative, shall impose upon either the person who signed it or a represented party, or both, an appropriate sanction, which may include an order to pay to the

other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion, or other paper, including reasonable attorney's fees.

(9) An amendment to a campus master plan must be reviewed and adopted under subsections (6)-(8) if such amendment, alone or in conjunction with other amendments, would:

(a) Increase density or intensity of use of land on the campus by more than 10 percent;

(b) Decrease the amount of natural areas, open space, or buffers on the campus by more than 10 percent; or

(c) Rearrange land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the county, the host local government, or any affected local government.

¹(10) Upon adoption of a campus master plan, the university board of trustees shall draft a proposed campus development agreement for each local government and send it to the local government within 270 days after the adoption of the relevant campus master plan.

¹(11) At a minimum, each campus development agreement:

(a) Must identify the geographic area of the campus and local government covered by the campus development agreement.

(b) Must establish its duration, which must be at least 5 years and not more than 10 years.

(c) Must address public facilities and services including roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and public transportation.

(d) Must, for each of the facilities and services listed in paragraph (c), identify the level-of-service standard established by the applicable local government, identify the entity that will provide the service to the campus, and describe any financial arrangements between the Board of Governors and other entities relating to the provision of the facility or service.

(e) Must, for each of the facilities and services listed in paragraph (c), determine the impact of existing and proposed campus development reasonably expected over the term of the campus development agreement on each service or facility and any deficiencies in such service or facility which the proposed campus development will create or to which it will contribute.

(f) May, if proposed by the university board of trustees, address the issues prescribed in paragraphs (d) and (e) with regard to additional facilities and services, including, but not limited to, electricity, nonpotable water, law enforcement, fire and emergency rescue, gas, and telephone.

(g) Must, to the extent it addresses issues addressed in the campus master plan and host local government comprehensive plan, be consistent with the adopted campus master plan and host local government comprehensive plan.

¹(12)(a) Each proposed campus development agreement must clearly identify the lands to which the university board of trustees intends the campus development agreement to apply.

(b) Such land may include:

1. Land to be purchased by the university board of trustees and if purchased with state appropriated funds titled in the name of the board of trustees of the Internal Improvement Trust Fund for use by an institution over the life of the campus development agreement.

2. Land not owned by the board of trustees of the Internal Improvement Trust Fund if the university board of trustees intends to undertake development activities on the land during the term of the campus development agreement.

(c) Land owned by the Board of Trustees of the Internal Improvement Trust Fund for lease to the Board of Governors acting on behalf of the institution may be excluded, but any development activity undertaken on excluded land is subject to part II of chapter 163.

¹(13) With regard to the impact of campus development on the facilities and services listed in paragraph (11)(c), the following applies:

(a) All improvements to facilities or services which are necessary to eliminate the deficiencies identified in paragraph (11)(e) must be specifically listed in the campus development agreement.

(b) The university board of trustees' fair share of the cost of the measures identified in paragraph (a) must be stated in the campus development agreement. In determining the fair share, the effect of any demand management techniques, which may include such techniques as flexible work hours and carpooling, that are used by the Board of Governors to minimize the offsite impacts shall be considered.

(c) The university board of trustees is responsible for paying the fair share identified in paragraph (b), and it may do so by:

1. Paying a fair share of each of the improvements identified in paragraph (a); or
2. Taking on full responsibility for the improvements, selected from the list of improvements identified in paragraph (a), and agreed to between the host local government and the Board of Governors, the total cost of which equals the contribution identified in paragraph (b).

(d) All concurrency management responsibilities of the university board of trustees are fulfilled if the university board of trustees expends the total amount of funds identified in paragraph (b) notwithstanding that the university board of trustees may not have undertaken or made contributions to some of the measures identified in paragraph (a).

(e) Capital projects included in the campus development agreement may be used by the local government for the concurrency management purposes.

(f) Funds provided by universities in accordance with campus development agreements are subject to appropriation by the Legislature. A development authorized by a campus development agreement may not be built until the funds to be provided pursuant to paragraph (b) are appropriated by the Legislature.

(14) A campus development agreement may not address or include any standards or requirements for onsite development, including environmental management requirements or requirements for site preparation.

(15) Once the university board of trustees and host local government agree on the provisions of the campus development agreement, the campus development agreement shall be executed by the university board of trustees and the host local government in a manner consistent with the requirements of s. 163.3225. Once the campus development agreement is executed, it is binding upon the university board of trustees and host local government. A copy of the executed campus development agreement must be sent to the state land planning agency within 14 days after the date of execution.

(16) If, within 180 days following the host local government's receipt of the proposed campus development agreement, the university board of trustees and host local government cannot reach agreement on the provisions of the campus development agreement, the following procedures for resolving the matter must be followed:

(a) The matter must be submitted to the state land planning agency, which has 60 days to hold informal hearings, if necessary.

(b) In deciding upon a proper resolution, the state land planning agency shall consider the nature of the issues in dispute, the compliance of the parties with this section, the extent of the conflict between the parties, the comparative hardships, and the public interest involved. In resolving the matter, the state land planning agency may prescribe, by order, the contents of the campus development agreement.

(17) Disputes that arise in the implementation of an executed campus development agreement must be resolved as follows:

(a) Each party shall select one mediator and notify the other in writing of the selection. Thereafter, within 15 days after their selection, the two mediators selected by the parties shall select a neutral, third mediator to complete the mediation panel.

(b) Each party is responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving disputes pursuant to the campus development agreement.

(c) Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute.

(d) Within 60 days after the convening of the panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.

(e) If either the university board of trustees or local government rejects the recommended resolution of the issues in dispute, the disputed issues must be resolved pursuant to the procedures provided by subsection (16).

(18) Once the campus development agreement is executed, all campus development may proceed without further review by the host local government if it is consistent with the adopted campus master plan and associated campus development agreement.

(19) A campus development agreement may be amended under subsections (10)-(16):

(a) In conjunction with any amendment to the campus master plan subject to the requirements in subsection (9).

(b) If either party delays by more than 12 months the construction of a capital improvement identified in the agreement.

(20) Any party to a campus development agreement or aggrieved or adversely affected person, as defined in s. 163.3215(2), may file an action for injunctive relief in the circuit court where the host local government is located to

enforce the terms of a campus development agreement or to challenge compliance of the agreement with this section. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from a development agreement.

(21) State and regional environmental program requirements remain applicable, except that this section supersedes all other sections of part II of chapter 163 and s. 380.06 except as provided in this section.

(22) In consultation with the state land planning agency, the Board of Governors shall adopt a single, uniform set of regulations to administer subsections (3)-(6). The regulations must set specific schedules and procedures for the development and adoption of campus master plans. Before adopting the regulations, the Board of Governors must obtain written verification from the state land planning agency that the regulations satisfy the minimum statutory criteria required by subsections (3)-(6). The state land planning agency shall provide the verification within 45 days after receiving a copy of the regulations.

(23) Until the campus master plan and campus development agreement for an institution have been finalized, any dispute between the university board of trustees and a local government relating to campus development for that institution shall be resolved by the process established in subsection (8).

History.—s. 825, ch. 2002-387; s. 1, ch. 2005-284; s. 120, ch. 2006-1; s. 31, ch. 2010-78; s. 69, ch. 2011-139.

¹**Note.**—Section 27, ch. 2013-45, provides that “[n]otwithstanding subsections (10), (11), (12) and (13) of s. 1013.30, Florida Statutes, and subsection (4) of s. 1013.51, Florida Statutes, for the 2013-2014 fiscal year, a state university may enter into a local development agreement with an affected host local government, to identify specific projects in the university’s campus master plan to be constructed by the university, for purposes of negotiating mitigation of the impact of such projects on the host local government.”



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6164

Growth Management Report 13. 1.

BCC Regular Meeting

Consent

Meeting Date: 06/03/2014

Issue: Schedule of Public Hearings

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings:

A. June 26, 2014

1. 5:45 p.m. - A Public Hearing - LDC Ordinance Amending Article 6 - Conditional Use Standards for Minimum Lot Size and Distance Standards for Stables to provide for Consistency;
2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map - LSA-2014-03;
3. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map - LSA-2014-01; and
4. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the 2030 Comprehensive Plan - CPA-2014-02.

B. July 10, 2014

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on June 3, 2014:

Case No.: Z-2014-08
Address: 2161 Hwy 97 South
Property Reference No.: 30-1N-31-1300-000-000
Property Size: 17.84 (+/-) acres
From: V-1, Villages Single-Family Residential, Gross Density (one du/acre)
To: V-2A, Villages Single-Family Residential, Gross Density (three du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, Agent for Gene Foster, Trustee

2. 5:46 p.m. - A Public Hearing - LDC Ordinance Amending Articles 3, 6 and 11 - Funeral Establishments, Cemeteries, Cinerators and Related Services.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6044

County Administrator's Report 13. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/03/2014

Issue: Reappointment to the Escambia County Value Adjustment Board

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Escambia County Value Adjustment Board - Larry M. Newsom, Interim County Administrator

That the Board reappoint Rodger "RP" Doyle to the Escambia County Value Adjustment Board to serve another one-year term, effective June 10, 2014, through June 9, 2015.

BACKGROUND:

Mr. Rodger Doyle has expressed the desire to be reappointed to serve on the Escambia County Value Adjustment Board. His Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Rodger Doyle's Resume

Rodger "RP" Doyle

1421 Lemhurst Rd
Pensacola, FL 32507
(850) 572-6166
rdoyle06@gmail.com

I am a results-focused management professional offering more than 20 years of experience . Dynamic and seasoned, I am experienced in sales, marketing, and public relations with high-caliber clients. My outstanding ability to cultivate and maintain relationships with key industry people is always highly regarded

Professional strengths Include:

Key Account Management ● Client relationships & Sales Growth ● Sales & Revenue Increases

Experience

ESM Enterprises/Check Assist

Pensacola, FL

Sales Consultant for Accounts Receivable

- Responsibilities include:
 - Increased client base to include multiple high profile clients
 - Acquired, developed and managed key customer relationships to meet industry need and expectations.

Northwest Florida Blood Services, Division of Florida Blood Services

Pensacola, FL

Regional Director/Vice President of Northwest Florida Blood Services Foundation, Inc.

- Responsibilities include:
 - Fund Development for Northwest Florida and Southern Alabama
 - Increased fund raising activities from \$50,000 to \$1,000,000 over a five year period
 - Developed the membership of a Foundation Board of Directors comprised of 18 leading citizens of the community
 - Broadened the outreach of the Foundation to include counties served by the blood center in Ft. Walton, Destin and Panama City, Florida.

Community Involvement and Leadership Roles in Community:

- Board of Deacons, First Baptist Church Pensacola
- Board of Directors, Catholic Charities
- Board of Directors, Pensacola Symphony Orchestra
- Board of Directors, Council on Aging
- Board of Directors, Big Brothers and Big Sisters
- Association of Fundraising Professionals Board of Directors and Secretary/Treasurer
- Rotary Club of Pensacola, Paul Harris Fellow
- Pensacola Bay Area Chamber of Commerce

Prior Civic Affiliations

- Board of Directors, Citizens and Peoples National Bank
- President, YMCA of Pensacola
- Board of Directors, United Way of Pensacola
- Board of Directors, Pensacola Country Club
- Executive Director, Lakeview Foundation
- Board of Vestry, Christ Episcopal Church Pensacola
- Board of Directors, Lakeland, Florida Salvation Army

Work Experience:

- Chairman/President/CEO of several banks over a 20 year period
- Appointed by Governor of State of Florida to Chairman of Board of Business Regulation and Vice Chairman of Florida State Turnpike Authority
- University of West Florida- Adjunct Professor- Money and Banking, Government Finance, Marketing.
- Florida Southern College- Adjunct Professor- Department of Business- Money and Banking, Finance, Government Finance.

Banking history:

**Citizens and Peoples National Bank
Pensacola, Florida**

Vice President and Board of Directors

Commercial loans , Installment Loans, Business Development

10 years

First National Bank

Lakeland Florida

President, CEO Board of Directors

Executive in charge of all functions.

10 years

Texas Commerce Bank-Airport

Houston Texas

Chairman , CEO Board of Directors

Commercial and Installment Lending

4 years

Allied Humble Bank

Houston, Texas

President - Commercial Loans

6 years

Whitney National Bank

Pensacola , Florida

Vice President - commercial loans , Installment loans

2 years

References available upon request



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6072

County Administrator's Report 13. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/03/2014

Issue: Escambia County Housing Finance Authority Reappointment

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Escambia County Housing Finance Authority Reappointment - Larry M. Newsom, Interim County Administrator

That the Board reappoint Robert C. Maloy to the Escambia County Housing Finance Authority, to serve another four-year term, effective August 1, 2014, through July 31, 2018, as requested by Karyn Norton, Executive Director.

BACKGROUND:

The Authority was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

Mr. Maloy has expressed the desire to serve another term. His Resume is provided for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Esc. Co. Housing Finance Authority

Robert C. Maloy's Resume



**ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY**

WWW.ESCAMBIAHFA.COM

Serving 1st Time Homebuyers since 1982... Providing below market interest rate mortgage loans in over 24 counties in Florida.

700 South Palafox Street, Suite 310 • Pensacola, Florida 32502-5958
Phone: (850) 432-7077 • Fax: (850) 438-5205 • Toll Free: (800) 388-1970

April 9, 2014

Mr. Larry Newsom
Interim County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Re: Reappointment to the Escambia County Housing Finance Authority – Robert C. Maloy

Dear Mr. Newsom:

Mr. Robert Maloy's appointment to the Escambia County Housing Finance Authority expires on July 31, 2014. Mr. Maloy has expressed a desire to be reappointed to the Authority for an additional four year term commencing August 1, 2014 through July 31, 2018. Mr. Maloy has been a Vice President, Senior Commercial Real Estate Lender with Hancock Bank (f/k/a Whitney Bank) since 1998 and has considerable experience in the development and construction of single and multi-family housing. Given Mr. Maloy's experience and his time and effort in understanding the operation and goals of the Authority, the members of the Authority would be pleased to retain Mr. Maloy on its Board.

Thank for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

A handwritten signature in blue ink that reads 'Karyn Norton'. The signature is fluid and cursive, with the first name 'Karyn' being more prominent.

Karyn Norton
Executive Director

cc: Robert C. Maloy, Vice President, Commercial Banking, Hancock Bank

9818 Bridgewood Lane
Pensacola, Florida 32514

Home: (850) 478-5129
Work: (850) 444-3231
Fax: (850) 444-3208
E-Mail rmaloy@whitneybank.com

Robert C. Maloy

Education: University of West Florida 1980 - 1982
Pensacola, Florida
B.S. Business

Pensacola Junior College 1978 - 1980
Pensacola, Florida
A.A. Business

Professional Education: Corporate Relationship Manager Academy Graduate Jacksonville, Florida
1995

Commercial Real Estate Institute Graduate Jacksonville, Florida
1991

American Real Estate Institute Graduate Madison, Wisconsin
1987 - 1988

Office Manager Academy Graduate Jacksonville, Florida
1986

Consumer Lending School Graduate Norman, Oklahoma
1985 - 1986

Work Experience: Whitney National Bank 1998 - Present
Pensacola, Florida
Vice-President, Senior Commercial Real Estate Lender

Responsible for relationship management of Commercial Real Estate Loan Portfolio including acquisition and development and construction and permanent financing for shopping centers, office buildings, warehouse facilities, condominium projects and single/multi family housing.

Barnett Bank N.A. West Florida 1997 – 1998
Pensacola, Florida
Senior Vice-President, Commercial Real Estate

Responsible for relationship management of Commercial Real Estate Loan Portfolio including acquisition and development and construction and permanent financing for shopping centers, condominiums and warehouse facilities.
Handled 50+ residential and commercial contractors.

Barnett Bank N.A. West Florida 1993 – 1997
Pensacola, Florida
Vice-President, Commercial Real Estate

Responsible for relationship management of Commercial Real Estate Loan Portfolio including acquisition and development and construction and permanent financing for shopping centers, condominiums and warehouse facilities.
Handled 50+ residential and commercial contractors.

Barnett Bank N.A. West Florida 1991 – 1993
Pensacola, Florida
Vice-President, Mortgage Lending

Responsible for handling acquisition and development loans and construction loans to both residential and commercial contractors along with conversion to permanent loans for in-bank portfolio and secondary market sale. Aggressive calling efforts generated a stable base of contractors with established lines of credit.

Barnett Bank N.A. West Florida 1989 – 1991
Pensacola, Florida
Commercial Real Estate Loan Officer

Responsible for handling acquisition and development loans and construction loans to both residential and commercial contractors along with conversion to permanent loans for in-bank portfolio and secondary market sale. Aggressive calling efforts generated a stable base of contractors with established lines of credit.

Barnett Bank N.A. West Florida 1986 – 1989
Pensacola, Florida
Assistant Vice-President, Mortgage Lending

Responsible for generation of residential loans to contractors and individuals for conversion to permanent loans for in-house portfolio and secondary market.

Barnett Bank N.A. West Florida 1985 – 1986
Pensacola, Florida
Assistant Vice-President, Office Manager

Responsible for branch operations including business development, generation of consumer and commercial loans, account servicing, deposit growth, profitability management and operational management.

Barnett Bank N.A. West Florida 1985
Pensacola, Florida
Assistant Vice-President, Office Manager

Responsible for generation of consumer loans.

Barnett Bank N.A. West Florida 1984 - 1985
Pensacola, Florida
Lending Assistant

Intern program for consumer lending. Responsible for interviewing customers and providing necessary background research for lending decisions.

Barnett Bank N.A. West Florida 1982 - 1984
Pensacola, Florida
Management Trainee

Participated in wide range in-house training program which included collections, teller, new accounts, credit card operations and cash management.

Affiliations: The Foundation for Excellence in Education – Treasurer
Clean and Green – Treasurer
LEAP Alumni 1995
N.A.I.O.P. Board Member
Christ Episcopal Church
Northwest Florida Gator Club
Former 10 Year Associate – Escambia County Competency Board

References: Available Upon Request



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6214

County Administrator's Report 13. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/03/2014

Issue: Revising Overtime Pay and Compensatory Time in Lieu of Overtime Pay

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Revising the Overtime Pay and Compensatory Time in Lieu of Overtime Pay, Section II, C.4, of the Board of County Commissioners' Policy Manual - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the revision to the Overtime Pay and Compensatory Time in Lieu of Overtime Pay Policy, Section II, C.4., of the Board of County Commissioners' Policy Manual, to increase the maximum number of accumulated hours of compensatory leave. Revisions to F.6, Compensatory Leave Balances section in the Policy are the following:

A. Remove "80 hours for those eligible employees who engage in public safety, emergency response, or seasonal activities, and 40 hours for all other eligible employees"; and

B. Add "240 hours for all eligible employees."

BACKGROUND:

On August 25, 1998, the Overtime Pay & Compensatory Time in Lieu of Overtime Pay Policy was initially approved by the Board of County Commissioners. The policy was revised on January 24, 2002 and September 17, 2009.

The County has had more than one State of Emergency within the current Fiscal Year that has contributed to an increase in employees compensatory leave balance. The purpose of the revision to the policy is needed to assist Department Directors in managing their personnel costs.

BUDGETARY IMPACT:

Unknown at this time

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with the Code of Federal Regulations, Title 29, 553.22 FLSA compensatory time and FLSA compensatory time off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for Board policy revisions.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

OT and Comp Time

Board of County Commissioners

Escambia County, Florida

Title: Overtime and Compensatory Time in Lieu of Overtime Pay
Date Adopted: August 25, 1998
Effective Date: June 3, 2014
Reference: Section II, C.4
Policy Amended: January 24, 2002, September 17, 2009, and June 3, 2014

A. PURPOSE

1. Under the Fair Labor Standards Act (FLSA), the federal government regulates employment with respect to minimum wage, overtime pay, record keeping, and child labor. The Escambia County Board of County Commissioners is committed to dealing fairly and equitably with its employees, and compliance with all applicable statutory requirements and regulations under which authority it operates.
2. To provide guidelines for overtime pay and for the accrual and use of compensatory time in lieu of overtime pay for those eligible employees under the auspices of the Escambia County Board of County Commissioners Appointing Authority.
3. Employees classified as non-exempt are entitled to be compensated for work beyond forty (40) hours in the workweek at one and one-half times their regular hourly rate of pay. Employees classified as exempt are entitled to be compensated for work beyond forty (40) hours in the workweek at one (straight) times their regular hourly rate of pay.

B. SCOPE

This policy shall apply to all employees categorized as classified employees, non-exempt and exempt, and employed under the auspices of the Escambia County Board of County Commissioners Appointing Authority. Unclassified non-exempt employees are treated as classified, for the implementation of this policy.

C. EXCLUSIONS

This policy shall not apply to any employee that is categorized as an unclassified exempt employee serving under the auspices of the Escambia County Board of County Commissioners Appointing Authority.

D. REFERENCES

1. The Fair Labor Standards Act of 1938, as Amended

2. Opinion Letter – April 1, 1994, Daniel F Sweeney, Deputy Assistant 56 Administrator, Wage & Hour Division, Department of Labor (DOL)
3. Board of County Commissioners Policy Manual

E. DEFINITIONS

1. *Annual Leave.* Leave that is earned monthly for each month of continuous service that may be granted for vacation, transaction of personal business, religious holidays, uncovered portions of sick leave, etc. (see Board of County Commissioners Policy Manual).
2. *Classified Employee.* Any employee holding a position in the classified service of Escambia County, Florida.
3. *Classified Service.* All positions, whether full or part-time, designated as classified.
4. *Compensatory Leave.* Time off from work in lieu of monetary payment for overtime work.
5. *Court Duty.* Leave with pay and not charged against any leave balance for an employee that is summoned for jury duty, or subpoenaed to appear as a witness in a judicial proceeding, except in personal matters affecting the employee outside of his/her County employment capacity.
6. *Delayed Holiday.* A day off taken in place of an official County holiday on which an employee was required to work.
7. *Emergency Response Activities.* Emergency or disaster events that require employees to work in a disaster position for extended periods of time.
8. *Exempt Status.* Any classification designated by the Board of County Commissioners as being in a bona fide executive, administrative, or professional category as defined by the FLSA, and therefore exempt from the overtime requirements of the FLSA.
9. *Fair Labor Standards Act of 1938, as Amended.* A Federal Statute that establishes minimum wage, overtime pay, child labor, equal pay, and record keeping requirements.
10. *FLSA.* Fair Labor Standards Act of 1938, as amended.
11. *Holiday.* Those days designated as official County days off with pay for eligible employees.
12. *Non-Exempt Status.* Any classification designated by the Board of County Commissioners as being entitled to the overtime pay requirements as defined by the FLSA.
13. *Public Safety Activities.* Activities that require employees of the Public Safety Division to operate on a 24 hour basis, 365 days per year.

14. *Overtime.* Time worked in excess of forty (40) hours in the work week for those persons not exempt from the overtime pay requirements of the FLSA.
15. *Regular Hourly Rate.* The total non-overtime compensation received by an employee divided by the number of non-overtime hours worked; includes the base amount of compensation plus any additional compensation that may be paid for such things as “call-back” pay, or longevity pay.
16. *Seasonal Activities.* Included work during periods of significantly increased demand, which are of a regular and recurring nature, and is not limited strictly to those operations that are very susceptible to changes in the weather.
17. *Sick Leave.* Leave that is earned monthly and may be granted for actual illness/disability of employee, medical/dental or vision examinations and treatments, illness/death in employees immediate family, etc. (see Board of County Commissioners Policy Manual.)
18. *Straight Time.* The overtime rate that is calculated at one (1) times the regular hourly rate for each hour worked over forty (40).
19. *Time and a Half.* The overtime rate that is calculated at one and one-half (1 ½) times the regular rate for each hour worked over forty (40).
20. *Work Day.* Scheduled number of hours an employee is required to work per day.
21. *Work Schedule.* The normal hours of work for an employee in a work week. Except where expressly stated, the standard work schedule for full-time employees shall be eight (8) hours per day on five consecutive days, from 8am – 5pm.
22. *Work Week.* Hours or days, in any given week, that are normally scheduled for employees to work, usually forty (40).

F. GENERAL POLICIES

Except where expressly stated in this policy, overtime compensation in the form of overtime pay or compensatory leave in lieu of overtime pay will only be paid to classified employees after the employee has actually worked a minimum of forty (40) hours in the work week.

1. *Overtime Authorized.* Overtime shall be authorized by the bureau chief or division manager, when overtime is determined to be necessary to meet essential operating needs.
2. *Types of Overtime.* From time to time it may be necessary for employees to work overtime in order to complete a task. For purposes of this policy, there are three types of overtime work.

- a. *Scheduled.* Overtime that is announced in advance, and in most cases involves the entire bureau/division. This type of overtime becomes a part of the required work week. The bureau chief/division manager will have discretion to excuse employees from performing scheduled overtime on a case by case basis.
 - b. *Intermittent.* Overtime that is required to complete work normally completed during regular hours, and generally becomes necessary in response to extenuating circumstances.
 - c. *Declaration of State of General Emergency.* Overtime that is required in the aftermath of a major hurricane, or other natural disaster. In the event that a State of General Emergency is declared by the Board of County Commissioners, all overtime hours will be paid in accordance with Section F.4(c) of this policy.
3. *Eligible Employees.* Only those employees holding positions in the classified or unclassified non-exempt service are eligible to receive overtime compensation.
 - a. *Classified and Unclassified Non-Exempt Employees.* Non-Exempt employees will earn overtime at the time and a half rate, or one and one-half (1 ½) times the regular hourly rate for each hour worked over forty (40).
 - b. *Classified Exempt Employees.* Exempt employees will earn overtime at the straight time rate, or one (1) times the regular hourly rate for each hour worked over forty.
 4. *Overtime Accrued or Paid.* Overtime may be accrued or paid as follows:
 - a. *Compensatory Time in lieu of Monetary Payment.* Classified and unclassified non-exempt employees may accrue compensatory time in lieu of monetary payment at the rate of one and one-half (1 ½) hours for each hour worked over forty (40). Classified exempt employees may accrue compensatory time in lieu of monetary payment at the rate of one (1) hour for each hour worked over forty (40).
 - b. *Overtime Payment.* Classified and unclassified non-exempt employees may be paid for overtime worked at a rate of one and one-half (1 ½) hours for each hour worked over forty (40). Classified exempt employees may be paid for overtime worked at a rate of one (1) times the regular hourly rate for each hour worked over forty (40).
 - c. *Designated County Holidays.*
 - (1) *Overtime Pay.* "Non-exempt" classified employees who are required to work on designated County holidays will receive their normal pay for the paid holiday, plus they will be paid at the overtime rate of one hour at their regular hourly rate for hours worked on the designated holiday. Exempt classified employees who are required to work on designated County holidays will receive their normal pay for the paid holiday, plus they will be paid at the overtime rate of one (1) times their regular hourly rate for hours worked on the designated holiday regardless of

the number of hours worked during that work week.

- (2) *Compensatory Leave or Delayed Holiday.* Non-exempt or classified employees who are required to work on designated County holidays will receive their normal pay for the paid holiday, plus they will accrue compensatory time off in lieu of monetary payment at a one time rate for each hour worked on the designated holiday, regardless of the number of hours worked during that work week. Exempt classified employees who are required to work on designated County holidays will receive their normal pay for the paid holiday; plus they will accrue compensatory time off in lieu of monetary payment at a one time rate for each hour worked on the designated holiday, regardless of the number of hours worked during that work week, or they may receive a delayed holiday to be taken within thirty (30) days of the holiday worked. Employees are encouraged to use compensatory time within ninety (90) days of accrual. Any compensatory time not used at the end of the fiscal year will be paid to the employee at his/her current hourly rate.
- (3) *Non-Traditional Work Schedules.* For those bureaus or divisions that utilize work schedules that are different from the standard work schedule:
 - *On Duty.* Number of hours normally scheduled.
 - *Off for Holiday.* Number of hours normally scheduled. (This provision also includes requests for leave).
 - *Not Scheduled.* Eight (8) hours.
5. *Recording of Overtime.* Records of overtime worked each day shall be maintained by the division manager or his/her designee. Overtime work must be designated at the end of the workweek, as either overtime earned at the straight time or time and a half rate. Overtime shall be applied in accordance with section F.4(a) and F.4(b) and section F.6 of this policy.
6. *Compensatory Leave Balances.* Compensatory leave balances may be preserved and accumulated up to a maximum of ~~80 hours for those eligible employees who engage in public safety, emergency response, or seasonal activities, and 40 hours for all other eligible employees.~~ 240 hours for all eligible employees. Employees are encouraged to use compensatory time within ninety (90) days of accrual. Any compensatory time not used at the end of the fiscal year will be paid to the employee at his/her current regular hourly rate.
7. *Requests to Use Accrued Compensatory Leave.* Requests to use accumulated compensatory leave will be granted, provided such use will not disrupt the operations of the division. Whenever an employee is granted compensatory leave, it should be noted on the Request for Leave form.

8. *Requirement to Use Accrued Compensatory Leave.* Any employee that chooses to accrue compensatory leave in lieu of monetary payment will be required to use compensatory leave prior to using any accrued annual leave. After written approval from his or her division manager, an employee may use his or her annual leave prior to using compensatory leave, if and only if, the use of compensatory leave would result in the loss of annual leave on his or her anniversary date (i.e. "use or lose" annual leave).
9. *Compensatory Leave Upon Transfer.* Upon transfer to another division an employee shall be paid, by the bureau/division in which overtime was worked, for all hours of accrued compensatory time at the employee's current regular hourly rate of pay.
10. *Compensatory Leave Upon Termination /Separation.* Upon termination/separation, classified and unclassified non-exempt employees shall be paid a lump sum payment for all unused compensatory time at a rate which is not less than that employee's average regular rate during the last three(3) years of employment, or the employee's final regular rate whichever is higher. Classified-exempt employees shall not receive compensatory lump sum payment. However, such employees shall receive lump sum payment for any accrued compensatory time earned while in a position categorized as classified-nonexempt.
11. *Record Keeping.* Division manager or their designee shall be responsible for the record keeping of all overtime. Under the Fair Labor Standards Act (FLSA), public agencies are required to keep records that detail:
 - a. The number of hours of compensatory time earned each work week by each employee at the rate of one and one half (1 ½) hour for each overtime hour worked.
 - b. The number of hours of compensatory time taken each work week; and
 - c. The number of hours of compensatory time paid in cash, the total sum paid, and the date of the payment.

G. SPECIAL POLICIES

1. *Travel.* For the purposes of this policy, travel will be categorized as follows:
 - a. *Commuting.*
 - (1) Ordinary travel between home and work before or after regular work hours will not be counted as hours worked.
 - (2) If an employee is called back to work to perform an emergency job after completing his/her day's work, all time spent traveling will be considered hours worked.
 - (3) Time spent traveling to respond to an emergency call that occurs shortly before the regular work period is scheduled to begin will not be counted as hours worked.

- (4) If an employee is given advance notice that, because of an emergency situation, he/she must substitute for another employee on his/her scheduled day off, the travel to and from work on that day will not be counted as hours worked.

b. *Out-of-Town Travel*

No Overnight Stay Required. If an employee is required to attend a one-day assignment in another city that does not require an overnight stay, all the time spent traveling between cities is considered hours worked. However, time spent traveling between the employee's home, airport, etc, during departure/return is not considered hours worked, but the equivalent of commuting time. Therefore, if applicable, the classified employee will be eligible for overtime compensation as defined in section F.2 and subsections F.3(a) and F.3(b) of this policy. *Overnight Stay Required.* If an employee's out-of-town assignment requires an overnight stay, time spent traveling to the other city is counted as hours worked only to the extent that it coincides with the employees regular work day. Travel that occurs *during hours of the day in which the employee normally works is counted as work time, even if it falls on a day that is normally a non-working day for the employee (i.e. Saturday or Sunday).* If travel occurs during hours that are outside the employee's regular workday, *it will not be counted as hours worked, unless the employee actually performs work for the employer while traveling.*

c. *Travel at Work.* Travel that occurs during an employee's workday is generally considered hours worked, and include the following:

- (1) Travel from job site to job site;
- (2) Travel to meetings; and
- (3) Situations in which employees are required to report to a specified place to receive instructions or to pick up and carry tools, etc.

2. *Call-Back.* Call-back is when an employee is called back to work without prior notice. Any employee who is called back shall receive credit for a minimum of two (2) hours of work time. If the task requires more than (2) hours, the employee shall be compensated at the appropriate rate as defined in section F.4(a) and F.4(b) of this policy. The use of call-back should be resorted to only in emergency situations, or when it is not possible for the work to be completed during normal scheduling.

3. *Court Duty.* An employee summoned for jury duty or as a witness in a legal proceeding shall be granted leave with pay for court attendance upon presentation of a summons. Such call to duty should be reported in advance to the individual's immediate supervisor, and shall be treated in the same manner as annual and holiday leaves with pay. In the event that an employee is held over for extended jury duty, no overtime shall be accrued.

4. *Bureaus /Divisions with Work Hour Variations.*

a. Public Safety Bureau

- (1) *Emergency Communications Division.* The Emergency Communications Division requires coverage over a 24-hour day seven (7) days per week period. Overtime shall be compensated at the appropriate rate as defined in section F.4(a) and F.4(b) of this policy.
- (2) *Emergency Management Division.* Overtime will be compensated in accordance with the Fair Labor Standards Act.
- (3) *Fire Services Division.* Overtime will be compensated in accordance with the Fair Labor Standards Act.
- (4) *Emergency Medical Services Division.* The division requires coverage over a twenty-four (24) hour per day seven (7) days per week period. Overtime shall be compensated at the appropriate rate as defined in section F.4(a) and F.4(b) of this policy.
- (5) *Animal Regulation & Control.* Employees are normally required to work a forty (40) hour week, which includes Saturday, Sunday and call-back hours. Overtime shall be compensated at the appropriate rate as defined in section F.4(a) and F.4(b) of this policy.

b. Public Works Bureau and Neighborhood/Community Services Bureau

- (1) *Solid Waste Management.* Overtime will be compensated in accordance with the Fair Labor Standards Act.
- (2) *Roads & Bridges.* Overtime and call-back pay shall be compensated in accordance with the Fair Labor Standards Act.
- (3) *Road Prison.* Requires coverage over a 24-hour per day, seven (7) days per week period. Overtime will be compensated in accordance with the Fair Labor Standards Act.

5. *Lectures, Meeting, and Training Programs*

a. *General.* Attendance at lectures, meetings, training programs, and similar activities will not be considered as working time if the following four criteria are met:

- (1) Attendance is outside of the employee's regular working hours;
- (2) Attendance is in fact voluntary;
- (3) The course, lecture, or meeting is not directly related to the employees job; and
- (4) The employee does not perform any productive work during such attendance.

H. EMPLOYEE DISPUTES

Any eligible employee that is not satisfied with the documentation of his/her overtime compensation is encouraged to contact the appropriate division manager or:

Management & Budget Services Bureau, Human Resources Division
221 Palafox Place, Suite 200
Pensacola, FL 32502
(850) 595-3000

I. FAIR LABOR STANDARDS ACT (FLSA) DETERMINATIONS

A list of the Board of County Commissioners Appointing Authority FLSA exempt and non-exempt classified positions will be maintained by the Human Resources Division.

J. RESPONSIBILITIES

1. The Human Resources Division will be responsible for future updates to this policy, and for informing all employees of the Escambia County Board of County Commissioners of any changes made.
2. Bureau Chiefs or their appointed designees shall be responsible for maintaining records of overtime worked each day, designating all overtime worked at the end of the work week as either overtime earned at the "straight-time" or "time and a half" rate, and for applying all overtime worked in accordance with sub-sections F.4(a) and F.4.(b) and F.6 of this policy.
3. Bureau Chiefs shall be responsible for ensuring that all accrued compensatory time not used at the end of each fiscal year is to be paid to the employee at his/her current regular hourly rate of pay, or in accordance with the provisions of this policy upon the employee's transfer to another bureau/division or upon his/her separation or termination from employment.

K. COMMUNICATION OF POLICY

This policy and any amendments that may follow, shall be made available to all bureau chiefs and division managers, and shall be included within the Board of County Commissioners Policy Manual.

L. SEVERABILITY

If any provision of this policy is found, for any reason, to be invalid or inoperative, the validity of the remaining portion of these provisions shall not be affected, and to that end the provisions of this policy are declared to be severable.

M. REPEAL/REPLACE

The provisions of this policy shall repeal and replace the provisions of any and all policies and memorandums of understanding that address the issue of overtime previously adopted by the Board of County Commissioners, or that have been informally adopted by individual bureau or divisions.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6149

County Administrator's Report 13. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/03/2014

Issue: Amending the Escambia County Code of Ordinances (Animal Control)

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing Relating to Animal Control - Gordon C. Pike, Corrections Department Director

That the Board authorize the scheduling of a Public Hearing for June 26, 2014, at 5:33 p.m., for consideration of adopting an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-7, 10-11, 10-16, and 10-22 relating to animal control, and repealing Section 10-12 of the Escambia County Code of Ordinances.

BACKGROUND:

The Office of Community Corrections is requesting that the Board authorize scheduling a public hearing to consider amending multiple provisions of the Animal Control Ordinance. As proposed, Section 10-7 relating to the issuance of citations would be amended to clarify the procedure the Clerk's Office will follow in the event that a person cited with a violation fails to pay the civil penalty; Section 10-11 relating to animal control would be amended to clarify the requirements relating to animals roaming at large; Section 10-16 relating to animal cruelty would be amended to clarify the requirements relating to tethering; Section 10-22 relating to territorial jurisdiction would be amended to clarify the application of the Code; and Section 10-12 relating to Direct Control would be repealed in its entirety.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney drafted the proposed amendments.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Animal Control Ordinance

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 10, ARTICLE 1, SECTIONS 10-7, 10-11, 10-16, AND 10-22 AND REPEALING VOLUME I, CHAPTER 10, ARTICLE 1, SECTION 10-12 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ANIMAL CONTROL; AMENDING SECTION 10-7 RELATING TO CITATIONS; AMENDING SECTION 10-11 TO MODIFY DIRECT CONTROL; AMENDING SECTION 10-16 TO CLARIFY TETHERING REQUIREMENTS; AMENDING SECTION 10-22 TO EXPAND JURISDICTION; REPEALING SECTION 10-12 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DIRECT CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety and welfare by providing protection for, regulation and control of animals in the County; and

WHEREAS, the Board of County Commissioners finds that the County's ordinances relating to animal control require amendment to better ensure the health, safety and welfare of the public by providing protection for, regulation and control of animals in the County; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments modifying the provisions pertaining to animal control serve an important public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. That Volume 1, Chapter 10, Article I, Sections 10-7, 10-11, 10-16, and 10-22 of the Escambia County Code of Ordinances are hereby amended to read as follows:

Sec. 10-7. Citations.

(a) *Format.* A citation and notice to appear shall be in the form prescribed by the board of county commissioners and when issued, shall constitute notice that an officer has probable cause to believe an infraction of this chapter has been committed and that the cause will be heard in the county court in and for the county. Exclusive jurisdiction and authority shall be in the county court to dispose of or make adjudication based upon a citation once it has been issued. A citation shall include the following:

- (1) The date and time of issuance.
- (2) The name and address of the person.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

- (3) The date and time the civil infraction was committed.
- (4) The facts constituting probable cause.
- (5) The ordinance violated.
- (6) The name and authority of the officer.
- (7) The procedure for the person to follow in order to pay the civil penalty, to contest the citation, or to appear in court as required by subsection (c) of this section.
- (8) The applicable civil penalty if the person elects to contest the citation.
- (9) The applicable civil penalty if the person elects not to contest the citation.
- (10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, then he shall be deemed to have waived his right to contest the citation and that in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.
- (11) A conspicuous statement that if the person is required to appear in court as mandated by subsection (c) of this section, he does not have the option of paying a fine in lieu of appearing in court.

(b) *Issuance.* For violation of any of the provisions of this chapter, the animal control officer shall have the discretion to either issue a warning with no civil penalty, issue a citation for a fine in the amount specified in the animal control fee resolution as approved by the board of county commissioners, or a notice to appear in court as required by this section. Any person cited for violation of this chapter under this section shall be deemed to be charged with a civil infraction and cited to appear in court. Any person cited for an infraction under this chapter shall sign and accept a citation acknowledging receipt of the citation and indicating a promise to appear in county court if such person wishes to contest the charge, or if mandated to appear in court as required by this subsection (c) of this section.

(c) *Mandatory court appearance.* Court appearance shall be mandatory for violations of this chapter involving the unprovoked biting, attacking or wounding of a domestic animal or human being; the destruction or loss of personal property; second or subsequent violations of animal cruelty laws; and/or third or subsequent violations of this chapter to a person or persons within the same household. In the event mandatory court appearance is required, the citation must clearly inform the person of such mandatory appearance, and records shall be maintained by animal control regarding such cases. Persons required to appear in court do not have the option of paying the fine instead of appearing in court.

(d) *Payment of civil penalty.* Any person cited with a violation of this section may pay the civil penalty within ten days of the date of receiving the citation. If the person cited follows the above procedure, he shall be deemed to have admitted the civil infraction and to have waived his right to a trial on the issue of commission of the violation.

- (1) If a person fails to pay the civil penalty within ten days of receipt of the citation, ~~the clerk of the court shall issue a notice to appear~~ the person cited will be required to appear in court to contest the citation. An additional amount shall be assessed as a late fee for each penalty paid after the initial ten-day period in accordance with the fee resolution as established by the board of county commissioners.

1 (2) If a person fails to pay the civil penalty, fails to appear in court to contest the
2 citation, or fails to appear in court as required by subsection (c) of this section,
3 the court may issue an order to show cause upon the request of the governing
4 body of the county or municipality. This order shall require such persons to
5 appear before the court to explain why actions on the citation have not been
6 taken. If any person who is issued such order fails to appear in response to the
7 court's directive, that person shall be held in contempt of court.
8

9 (e) *Liability for penalty.* In the event an animal is impounded for violation of this chapter and
10 the owner of the animal abandons the animal to the animal control department,
11 permanent custody of the animal shall be relinquished to the animal control authority for
12 appropriate disposition and the owner shall remain liable for the civil penalties and any
13 other actions imposed for violation of this chapter.
14

15 (f) *Refusal to sign or accept citation.* Any person refusing to sign and accept a citation
16 shall be in violation of this chapter, and shall be punished as provided for in section 10-
17 23.
18

19 **Sec. 10-11. Animal control.**
20

21 (a) *Generally* Animals are prohibited from roaming freely at large on any public or private
22 property without the consent of the owner or lessee unless such animal is specifically
23 excepted as further set out in this section. All animals when not on the premises of the
24 owner or the premises of another who consents thereto shall be under the direct control of
25 a person competent to control such animal at all times or, otherwise, shall be considered
26 an animal nuisance and may be seized, restrained, impounded, and disposed of as
27 provided by this chapter.

28 (b) *Public places.* Animals are prohibited from public places in the county such as airports,
29 hotels, restaurants, theaters, public conveyances, grocery stores, or other establishments
30 serving food, beverages or staple foods, and at public gatherings such as outdoor
31 festivals, fairs, etc. Animals so found, whether roaming or on direct control by the owner,
32 may be impounded.

33 (1) It shall be unlawful for the owner of an animal to allow his animal in public places of
34 the county such as school grounds, school bus stops, public parks, beaches, and
35 playgrounds.

36 (2) It shall be unlawful for the owner of an animal to allow his animal, whether roaming at
37 large or on a leash or otherwise under his control, on public bathing beaches or
38 recreational areas on that portion of Santa Rosa Island owned by and under the
39 jurisdiction of the county or the Santa Rosa Island Authority, or on that portion of any
40 beach, public or private, lying seaward of the coastal construction setback line for land
41 southward of the right-of-way of State Road 292 or lying seaward of the line of
42 vegetation for land northward of the right-of-way for State Road 292 on the portion of
43 the county known as Perdido Key which is bordered to the west by the Alabama state
44 line, to the south by the waters of the Gulf of Mexico, to the east by the property of the
45 U.S. Government, and to the north by the waters of the Intracoastal Waterway.

46 (3) Provided, however, no animal owner shall be prohibited from permitting his animal
47 within 50 feet of a building which the animal owner owns or leases.

- 1 (c) *Exceptions.* These restrictions relating to public places, schools, parks, beaches and
2 recreational areas shall not apply to:
- 3 (1) Animals utilized by law enforcement agencies, while engaged in law enforcement
4 activity.
- 5 (2) Animals trained to assist the blind or hearing impaired, provided such animal is in the
6 company of such person.
- 7 (3) The showing and training of dogs and the use of animals in educational presentations
8 in appropriate locations of auditoriums, schools, parks, parking lots, armories,
9 theaters, and similar public or privately owned areas.
- 10 (4) The transportation of animals by airlines at the airport in the county.
- 11 (5) Special events as authorized by a vote of the majority of the board of county
12 commissioners with any conditions set forth by the board as reasonable under the
13 circumstances.
- 14 (d) *Female animals in season.* The owner of any female animal in heat shall keep such animal
15 confined in a building or secure enclosure, veterinary hospital, or boarding kennel in such
16 a manner that such female animal cannot come in contact with another animal, except for
17 intentional breeding purposes. An owner who does not keep the female animal confined
18 while in season shall be guilty of a civil infraction and punished as provided in section 10-
19 23. This section shall not apply to female animals entered in organized shows.
- 20 (e) *Animal nuisances prohibited.* Any animal or animals which shall do any of the following are
21 declared to be an animal nuisance:
- 22 (1) Molests passersby or passing vehicles.
- 23 (2) Attacks other animals.
- 24 (3) Trespasses on school grounds.
- 25 (4) Is repeatedly at large.
- 26 (5) Damages private or public property.
- 27 (6) Defecates or urinates upon the property of others.
- 28 (7) Repetitively barks, whines, howls or otherwise produces any noise in an excessive,
29 continuous or untimely fashion for a period of five minutes or more except that caused
30 by intentional human provocation.
- 31 (8) Has a communicable or contagious disease that is untreated or does not respond to
32 treatment.
- 33 (9) Causes or emits an offensive odor which can be detected off the property of its owner.
- 34 (10) Is kept in a manner which causes a breeding place for flies, lice, fleas or other vermin
35 or disease.
- 36 (11) Unreasonably interferes with a person's use and enjoyment of his property.
- 37 Any person who keeps, harbors, or maintains an animal nuisance, as defined above, shall
38 be guilty of a civil infraction and punishable as provided in section 10-23.
- 39 (f) *Removal of canine waste and requirement for possession of device for removal in the*
40 *county.*

- 1 (1) It shall be the duty of each person who is in the company of or responsible for a dog
2 on areas other than the property of such person to remove any feces left by his dog
3 on any yard, sidewalk, gutter, street, right-of-way, or other public or private place.
- 4 (2) It shall further be the duty of any person while in direct control of a dog to have in his
5 possession a plastic bag or "pooper scooper" or other such device sufficient for his
6 use in the removal of canine waste.
- 7 (3) Violators of this section shall be guilty of a civil infraction and punishable pursuant to
8 section 10-23
- 9 (4) This section may be enforced by the county sheriff or county animal control officers.
10 The provisions of Rule 3.125, Florida Rules of Criminal Procedure, providing that
11 violators of county ordinances may be served with a notice to appear, shall be
12 applicable to violations of this section. Failure of a person receiving a notice to appear
13 to comply with the requirements on the notice shall be deemed a separate violation of
14 this chapter for which a warrant for the violator's arrest may be issued.

15 (g) *Animal enclosures.*

- 16 (1) The owner or keeper of an animal enclosure shall not sell, trade or give away any dog
17 or cat, over four months of age, unless the dog or cat has been vaccinated.
18 Appropriate records shall be maintained in accordance with F.S. § 828.31 (Laws of
19 Fla., ch. 93-13(1993)).
- 20 (2) Animal control shall be permitted to inspect any animal enclosure, animal records, and
21 all animals and the premises where such animals are kept at any reasonable time
22 during normal business hours where the officer has probable cause to believe a
23 violation of this chapter exists to ensure compliance with all provisions of this chapter.

24 **Sec. 10-16. Cruelty to Animals.**

- 25
- 26 (a) It shall be unlawful for any owner or person to be cruel to an animal by cruelly beating,
27 torturing, mutilating, failing to provide food, drink or shelter, ventilation, exercise, necessary
28 veterinary care or to abandon.
- 29
- 30 (b) It shall be unlawful for any owner or person in possession of an animal or who has
31 charge or custody of an animal to suffer injury or malnutrition or to abandon any animal in a
32 street, road, or public place without providing for the care, sustenance, protection and shelter of
33 such animal, or to impound or confine any animal in a place or enclosure without supplying
34 such animal with a sufficient quantity of good and wholesome food and water and air, during
35 such period of confinement, or to abandon any animal that is maimed, sick, infirmed, or
36 diseased. In addition, the provisions of F.S. § 828.13 are hereby adopted and such prohibitions
37 as contained therein are incorporated by reference.
- 38
- 39 (c) It shall be unlawful for any person who shall have knowledge that an animal was struck
40 by a vehicle under the person's control, to fail to render first aid to such animal by taking it to a
41 veterinarian or by notifying either the owner, the animal control division, or the police or the
42 sheriff.
- 43
- 44 (d) It shall be unlawful for any person to transport any dog or other animal in a motor
45 vehicle on any public street, when such animal is not fully enclosed within the vehicle or
46 confined in a container, cage or like enclosure, or temporarily secured in a manner that will
47 prevent the animal from falling or jumping from the vehicle.

1
2 (e) It shall be unlawful for any owner or person in possession of an animal and who
3 confines the animal outdoors on private property to tie, chain or otherwise tether an animal that
4 is under the age of six months.

5
6 (f) It shall be unlawful for any owner or person in possession of an animal and who
7 confines the animal outdoors on private property to tie, chain or otherwise tether an animal that
8 is over the age of six months except when the following conditions are met:

- 9
10 (1) The animal is in the visual range of the responsible party or the responsible
11 party is located outdoors with the animal;
- 12 (2) The tether shall:
- 13 a. Be a minimum of ten feet in length or at least five times the length of the
 - 14 animal;
 - 15 b. Terminate at both ends with a swivel; and
 - 16 c. Not weigh more than 1/16 of the animal's weight; and
 - 17 d. Be fastened on one end to an overhead pulley/running line;
- 18 (3) ~~An~~ The overhead pulley/running line shall:
- 19 a. Be at least 15 feet in length; and
 - 20 b. Be no less than five feet above the ground; and
 - 21 c. Be secured on each end to a fixed location;
- 22 (4) The tether must be fastened on one end to a properly fitting body harness or
23 buckle-type collar made of nylon or leather;
- 24 (5) The tether shall be free from entanglement or other obstructions at all times;
- 25 (6) The animal shall have access to potable water, shelter and dry ground at all
26 times;
- 27 (7) An animal shall not be tethered while sick, injured or in distress;
- 28 (8) An animal shall not be tethered outside during a period of extreme weather,
29 including, but not limited to, tornadoes, tropical storms, or hurricanes; and
- 30 (9) Multiple animals must be tethered separately.

31
32 (g) Any person cruel to an animal as provided in this section shall be in violation of this
33 chapter and punished as provided in section 10-23.

34
35 **Sec. 10-22. Operative in unincorporated all areas; agreements with municipalities.**

36
37 Unless a municipality has adopted an ordinance governing the same subject matter that
38 is in direct conflict with the provisions provided herein, this chapter shall apply to and be
39 enforced in all unincorporated areas of the county, including all unincorporated and
40 incorporated areas; provided, however, that the board may enter into an agreement with any or
41 all of the several municipalities in the county to provide for the employment of any personnel
42 and for the use of any facilities provided for in this chapter; provided that no agreement made
43 by the board shall be operative and effective unless the municipality which is or is to be a party
44 to the agreement has duly adopted and enacted the provisions of this chapter. Any municipality
45 may adopt and enforce additional regulations governing animal control within the boundaries of
46 such municipality; provided, that any such municipal regulations shall not conflict with the
47 provisions of this chapter, and provided that the personnel necessary for the costs of
48 enforcement of such additional municipal regulations shall be borne by the municipality.

1 **Section 2. Repealer.** Volume 1, Chapter 10, Article I, Section 10-12 of the
2 Escambia County Code of Ordinances relating to *Direct Control* is hereby repealed in
3 its entirety and reserved for future use.

4 **Section 3. Severability.**

5 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
6 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no
7 way affect the validity of the remaining portions of this Ordinance.
8

9 **Section 4. Inclusion in the Code.**

10 It is the intention of the Board of County Commissioners that the provisions of
11 this ordinance shall become and be made a part of the Escambia County Code; and
12 that the sections of this Ordinance may be renumbered or relettered and the word
13 "ordinance" may be changed to "section", "article", or such other appropriate word or
14 phrase in order to accomplish such intentions.
15

16 **Section 5. Effective Date.**

17 This Ordinance shall become effective upon filing with the Department of State.

18 DONE AND ENACTED THIS ____ DAY OF _____, 2014.

19
20 BOARD OF COUNTY COMMISSIONERS
21 ESCAMBIA COUNTY, FLORIDA

22
23
24 BY: _____
25 Lumon J. May, Chairman

26 ATTEST: PAM CHILDERS
27 Clerk to the Circuit Court
28

29
30 BY: _____
31 Deputy Clerk

32
33 (SEAL)

34
35 Enacted:

36
37 Filed with Department of State:

38
39 Effective:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6182

County Administrator's Report 13. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/03/2014

Issue: Schedule a Public Hearing Concerning Vacating Portions of Okaloosa Avenue and Cactus Road Right-of-Way

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Portions of Okaloosa Avenue and Cactus Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for June 26, 2014, at 5:31 p.m., to consider the Petition to Vacate portions of Okaloosa Avenue (approximately 20,952 square feet or 0.48 acres) and Cactus Road (approximately 6,969 square feet or 0.15 acres), as petitioned by Dan Cash.

BACKGROUND:

Petitioner owns the property abutting both sides of the rights-of-way requested to be vacated. Okaloosa Avenue (50' R/W) and Cactus Road (50' R/W / formerly Washington Street per plat) are paved, County-maintained roads, dedicated pursuant to plat of Crestview Subdivision, as recorded in Plat Book 1 Page 13 of the public records of Escambia County, Florida. Petitioner is requesting that the Board vacate any interest the County has in the portions of Okaloosa Avenue (approximately 20,952 square feet or 0.48 acres) and Cactus Road (formerly Washington Street / approximately 6,969 square feet or 0.15 acres), as shown on the plat of said subdivision, subject to a utility easement being retained over the length and width of the area to be vacated, with the understanding that the County will not be responsible for future maintenance of the easement area. Staff has expressed no opinion on the title to the vacated area if petitioner's request were approved.

Engineering staff and concerned utility companies have reviewed this request and are requesting that a utility easement be retained over the length and width of the area to be vacated, with the understanding that the County will not be responsible for future maintenance of the easement area. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions thereof to Renounce and Disclaim Any Right of the County and the Public in and to Said Lands Policy used for closing, vacating and abandoning County owned property - Section III and Florida Statutes, Chapter 336.

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioners or Petitioners' agent will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

It is the responsibility of the Petitioners or Petitioners' agent to advertise the Notice of Public Hearing.

Attachments

Petition

Exhibit A

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,
TO RENOUNCE AND DISCLAIM ANY RIGHT
OF THE COUNTY AND THE PUBLIC
IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a road right-of-way in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, Dan Cash presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

See Attached Exhibit "B"

2. That the Petitioner, Dan Cash desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 35, Township 1 South, Range 30 West and recorded in Plat Book 1 at Page 13 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner requests that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Petitioners Name: Dan Cash

Street Address: 5337 Hamilton Lane
Pace, Florida 32571

Phone Number: 850-232-9853

Agent's Name: Buddy Page

Agent's Phone Number: 850-232-9853

Date: August 12, 2013

Exhibit "B"

All that portion of Okaloosa Avenue (50'R/W) as shown on the plat of Crestview Subdivision, recorded in Plat Book 1 at Page 13 of the public records of Escambia County, Florida, lying west of the west right-of-way line of Duval Street and extending west to the east right-of-way line of Interstate 1-10:

And also:

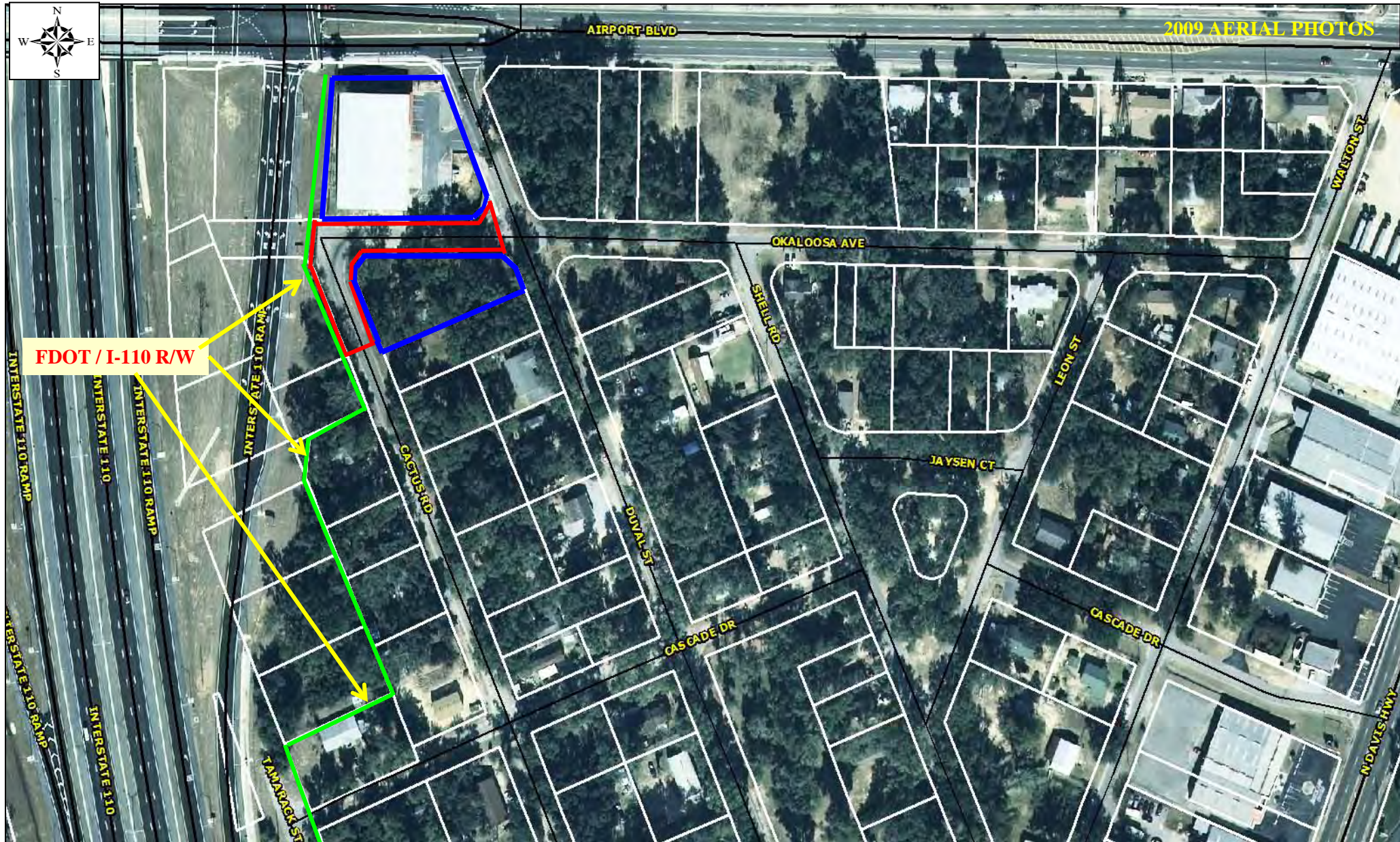
All that portion of Cactus Road, formerly known as Washington Street pursuant to said plat of Crestview Subdivision recorded in Plat Book 1 at Page 13 of the public records of Escambia County, Florida, lying south of the south right-of-way line of Okaloosa Avenue and extending south to a line which is the easterly extension of the south boundary line of Lot 6, Block 4 of said Crestview Subdivision.

All lying and being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida.


REQUEST TO VACATE A PORTION OF OKALOOSA AVENUE AND CACTUS ROAD / CRESTVIEW SUBDIVISION

Petitioner: Dan Cash

Exhibit "A"



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 09/05/13 DISTRICT 4

 Petitioner's Property

 Portion of Okaloosa Avenue and Cactus Road Requested to Be Vacated



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6183

County Administrator's Report 13. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/03/2014

Issue: Schedule a Public Hearing Concerning Vacating a Portion of an Alleyway in Block 102, Beach Haven Subdivision

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of an Alleyway in Block 102, Beach Haven Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for June 26, 2014, at 5:32 p.m., to consider the Petition to Vacate a portion (12 feet by approximately 156 feet) of an alleyway in Block 102, Beach Haven Subdivision, as petitioned by Michael Majewski.

BACKGROUND:

Petitioner owns the property abutting both sides of a portion of a 12' wide alleyway located in Block 102, Beach Haven Subdivision as recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida. Petitioner is requesting that the Board vacate any interest the County has in the portion (12' x approximately 156') of a 12' wide alleyway in Block 102, Beach Haven Subdivision, as shown on the plat of said subdivision, subject to a utility easement being retained over the length and width of the area to be vacated, with the understanding that the County will not be responsible for future maintenance of the easement area. Staff has expressed no opinion on the title to the vacated area if petitioner's request were approved.

Engineering staff and concerned utility companies have reviewed this request and have requested that a utility easement be retained over the length and width of the area to be vacated, with the understanding that the County will not be responsible for future maintenance of the easement area. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions thereof to Renounce and Disclaim Any Right of the County and the Public in and to Said Lands Policy used for closing, vacating and abandoning County owned property - Section III and Florida Statutes, Chapter 336.

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioners or Petitioners' agent will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

It is the responsibility of the Petitioners or Petitioners' agent to advertise the Notice of Public Hearing.

Attachments

Petition

Plat

Map

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,
TO RENOUNCE AND DISCLAIM ANY RIGHT
OF THE COUNTY AND THE PUBLIC
IN AND TO SAID LANDS.

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as an alleyway in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, Michael Majewski presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

That portion of a 12.00 foot wide alleyway (12' x approximately 156') lying between Lot 10, Block 102 and Lots 7, 8 and 9, Block 102 as shown on the plat of Beach Haven Subdivision recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida.

2. That the Petitioner Michael Majewski desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 35, Township 2 South, Range 31West and recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner requests that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

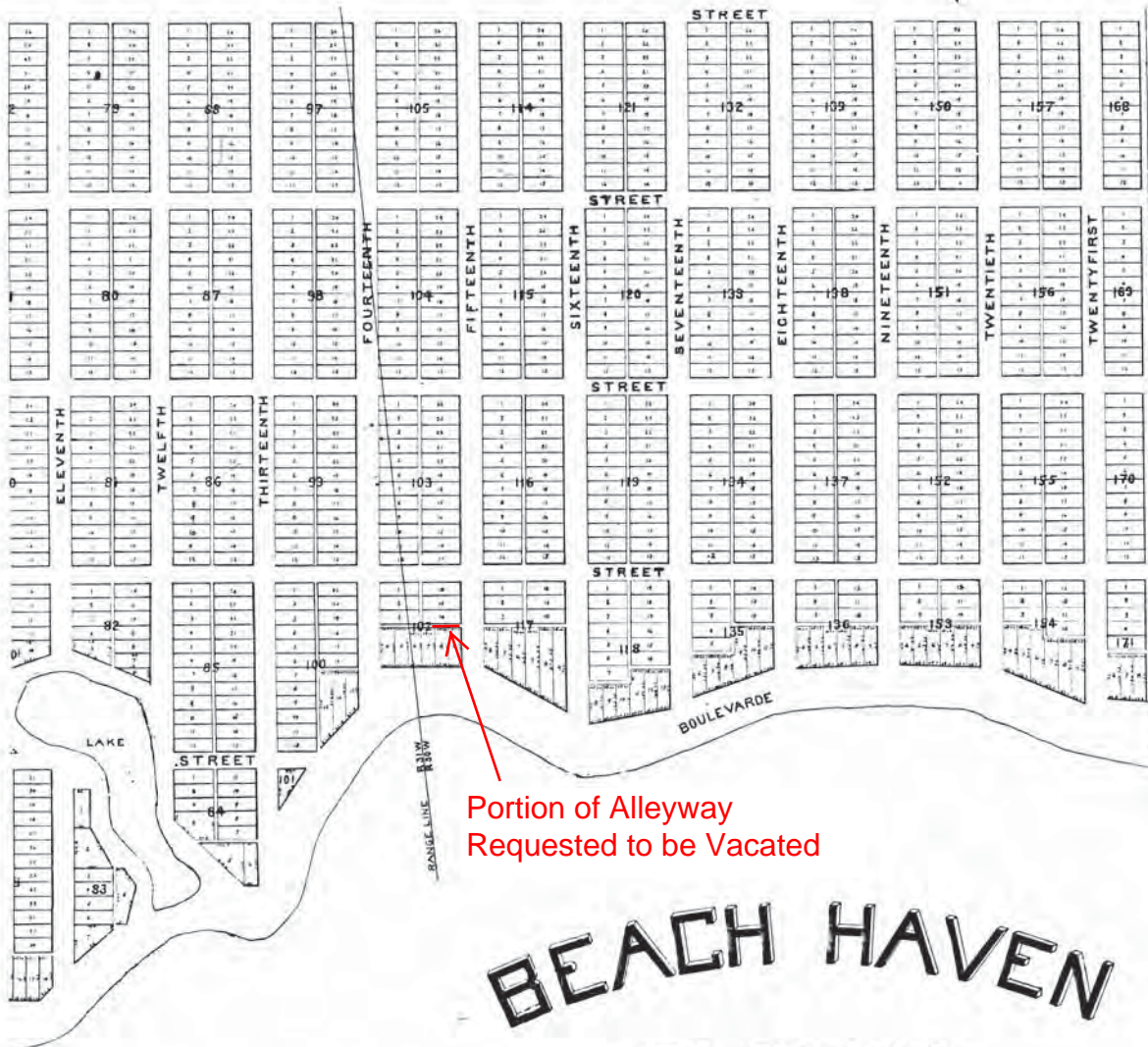
Petitioners Name: Michael Makewski

Street Address: 2004 Bayou Grande Drive
Pensacola, FL 32507

Phone Number: 850-221-5138

Agent's Name: N/A

Date: 1/16/2014



Portion of Alleyway
Requested to be Vacated

BEACH HAVEN FLORIDA

1906

SCALE
ONE INCH EQUALS TWO HUNDRED FEET

SURVEYED FEBRUARY-JUNE, 1906
BY
W. D. CRISMAN, C.E.
SELMA, ALA.

*Subd Sept 1st 1906
Chas. McMillan
Municipal Court*

Reproduction of Map record in
DEED BOOK 46 AT PAGE 51.

Joe A. Brown Scale
Clerk Circuit Court
Date March 15, 1963

GRANDE



Exhibit "A"

PETITION TO VACATE ALLEYWAY / BLOCK 102, BEACH HAVEN S/D

Petitioner: Michael Majewski



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 03/28/14 DISTRICT 2

 Petitioner's Property / Block 102, Beach Haven Subdivision

 Portion of 12' Wide Alleyway Requested to be Vacated



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6196

County Administrator's Report 13.7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/03/2014

Issue: National Park Service Pensacola Bay Ferry Service

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the National Park Service Pensacola Bay Ferry Service - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution supporting the establishment of the National Park Service Pensacola Bay Ferry Service and the development of infrastructure for a water transportation system linking Pensacola, Fort Pickens, and Pensacola Beach.

BACKGROUND:

The Fort Pickens area of Gulf Islands National Seashore is a fragile, seven-mile long section of barrier island separating Pensacola Bay from the Gulf of Mexico. It comprises the westernmost section of Santa Rosa Island and is adjacent to the community of Pensacola Beach. The Fort Pickens area is a destination for some 700,000 visitors annually and is one of the largest draws for the heavily tourist-dependent economies of Pensacola and Pensacola Beach.

Passenger ferry access to Fort Pickens has been proposed since 1978 as part of the first General Management Plan for Gulf Islands National Seashore. Currently, visitors using an automobile to travel to Santa Rosa Island and Pensacola Beach from Pensacola must travel 17 miles over two highly-traveled bridges and through the communities of Gulf Breeze and Pensacola Beach; as such, congestion is a common occurrence.

The Gulf Islands National Seashore Ferry Project, proposed by the National Park Service as part of Phase III of Early Restoration of the Deepwater Horizon Oil Spill - Natural Resource Damage Assessment response, would fund the purchase of up to two pedestrian visitor ferries for use between the City of Pensacola, Pensacola Beach, and the Fort Pickens area of Gulf Islands National Seashore in Florida. This project partially restores the lost visitor use that occurred during the Deepwater Horizon oil spill.

A viable ferry service to this area of Gulf Islands National Seashore via the City of Pensacola and Pensacola Beach would provide an alternative means of visitor transportation between Pensacola, Fort Pickens, and Pensacola Beach. A ferry service would allow visitors to access this area of Santa Rosa Island if the road to Fort Pickens is made impassable by storms or other unfavorable conditions, which were made apparent when hurricanes and storms in 2004 and

2005 destroyed large segments of the road and eliminated vehicle access through this eight-mile-long area. For five years, access to the Fort Pickens area was severely restricted for everyone, and especially the elderly and those with disabilities.

To support this proposed ferry project, new infrastructure, including passenger queuing areas, ticketing facilities and boat docks, would be constructed and adapted near the Plaza de Luna area in City of Pensacola and at Quietwater Beach in Pensacola Beach.

The National Park Service (NPS), consistent with the 1978 General Management Plan, has completed construction of a new dock system for ferry landings and has a proposed shuttle system project underway to support ferry service operations and prepare for visitors' access to the Fort Pickens area of Gulf Islands National Seashore.

Draft studies by the National Park Service (NPS) propose that passenger ferries that would operate seven days per week, both ferries making approximately three trips per day during the summer tourist season, resulting in six arrivals and departures at each of the three docking locations. The ferry will operate on weekends during the shoulder seasons.

This proposed ferry project, with a Spring 2017 startup, aligns well with planning efforts by the local communities. A ferry system in Pensacola Bay would provide additional travel options and would be a much desired part of the tourist-driven economy of the Pensacola metropolitan area.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed off on the Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Escambia County Transportation & Traffic Operations staff will coordinate with Santa Rosa Island Authority, City of Pensacola, Florida-Alabama Transportation Planning Organization (TPO), and the National Park Service (NPS).

Attachments

Resolution

FLALTPO Reso

WFRPC Reso

RESOLUTION NUMBER R2014-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE ESTABLISHMENT OF THE NATIONAL PARK SERVICE PENSACOLA BAY FERRY SERVICE AND THE DEVELOPMENT OF INFRASTRUCTURE FOR A WATER TRANSPORTATION SYSTEM LINKING PENSACOLA, FORT PICKENS, AND PENSACOLA BEACH; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Pickens area of the Gulf Islands National Seashore (GINS) is a fragile seven-mile long section of barrier island on the westernmost section of Santa Rosa Island separating Pensacola Bay from the Gulf of Mexico and is adjacent to the community of Pensacola Beach; and

WHEREAS, the Fort Pickens area is a destination for some 700,000 visitors annually and is one of the largest draws for the heavily tourist-dependent economy of the Pensacola and Pensacola Beach area; and

WHEREAS, the National Park Service Ferry Project would fund the purchase of up to two pedestrian visitor ferries for use between the City of Pensacola, Pensacola Beach, and the Fort Pickens area of the GINS; and

WHEREAS, in support of this proposed ferry project, infrastructure including passenger queuing areas, ticketing facilities and boat docks would be constructed to serve the ferry operation; and

WHEREAS, the National Park Service (NPS) has demonstrated a commitment toward this project by constructing a new dock and proposed shuttle system to support the Pensacola Bay Ferry Service and an alternative visitors access to Fort Pickens area of the GINS; and

WHEREAS, the project aligns with planning efforts by the local communities; and

WHEREAS, a ferry system in Pensacola Bay would provide additional travel options and would be a much-desired part of the tourist-driven economy of the Pensacola metropolitan area.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby supports the establishment of a Pensacola Bay Ferry service and the development of infrastructure for a water transportation system linking Pensacola, Fort Pickens, and Pensacola Beach.

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

SECTION 4. That the Clerk shall forward a copy of this Resolution to the West Florida Regional Planning Council, the Florida-Alabama Transportation Planning Organization, the City of Pensacola, the Santa Rosa Island Authority, and the National Park Service-Gulf Islands National Seashore.

ADOPTED this _____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: K. Huapach
Date: 5/15/14

(SEAL)

Addresses for Clerk to the Board:

West Florida Regional Planning Council
Attn: Terry Joseph
4081 E. Olive Road, Suite A
Pensacola, FL 32514

Florida-Alabama Transportation Planning Organization
Attn: Vikki Garrett
4081 E. Olive Road, Suite A
Pensacola, FL 32514

City of Pensacola
Attn: Clark Merritt
P.O. Box 889
Pensacola, FL 32591

Santa Rosa Island Authority
Attn: Buck Lee
1 Via de Luna Drive
Pensacola Beach, FL 32561

National Park Service
Gulf Islands National Seashore
Attn: Dan Brown
1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563

RESOLUTION FL-AL 14-12

A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION SUPPORTING ESTABLISHMENT OF THE NATIONAL PARK SERVICE PENSACOLA BAY FERRY SERVICE AND DEVELOPMENT OF INFRASTRUCTURE FOR THIS WATER TRANSPORTATION SYSTEM LINKING PENSACOLA, FORT PICKENS, AND PENSACOLA BEACH

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, the Fort Pickens area of Gulf Islands National Seashore is a fragile seven-mile long section of barrier island separating Pensacola Bay from the Gulf of Mexico. It comprises the westernmost section of Santa Rosa Island and is adjacent to the community of Pensacola Beach. The Fort Pickens area is a destination for some 700,000 visitors annually and is one of the largest draws for the heavily tourist-dependent economy of the Pensacola and Pensacola Beach area; and

WHEREAS, National Park Service Ferry Project would fund the purchase of up to two pedestrian visitor ferries for use between the City of Pensacola, Pensacola Beach, and the Fort Pickens area of Gulf Islands National Seashore in Florida; and

WHEREAS, in support of this proposed ferry project, infrastructure including passenger queuing areas, ticketing facilities, and boat docks would be constructed to serve the ferry operation; and

WHEREAS, the National Park Service (NPS) has demonstrated commitment toward this project by constructing a new dock and proposed shuttle system to support the Pensacola Bay Ferry Service and an alternative visitors access to Fort Pickens area of Gulf Islands National Seashore; and

WHEREAS, the project aligns with planning efforts by the local communities. A ferry system in Pensacola Bay would provide additional travel options and would be a much-desired part of the tourist-driven economy of the Pensacola metropolitan area;

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:

The TPO recommends and supports the establishment of the NPS Pensacola Bay Ferry Service and the development of infrastructure for this water transportation system linking Pensacola, Fort Pickens and Pensacola Beach. Passed and duly adopted by the Florida-Alabama Transportation Planning Organization on this 9th day of April 2014.

FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION

BY: 
Gene Valentino, Chairman

ATTEST:


Mary Bo Robinson

RESOLUTION 2014-01

A RESOLUTION OF THE WEST FLORIDA REGIONAL PLANNING COUNCIL SUPPORTING THE ESTABLISHMENT OF THE NATIONAL PARK SERVICE PENSACOLA BAY FERRY SERVICE AND THE DEVELOPMENT OF INFRASTRUCTURE FOR THIS WATER TRANSPORTATION SYSTEM LINKING PENSACOLA, FORT PICKENS, AND PENSACOLA BEACH.

WHEREAS, the Fort Pickens area of Gulf Islands National Seashore is a fragile seven-mile long section of barrier island separating Pensacola Bay from the Gulf of Mexico. It comprises the westernmost section of Santa Rosa Island and is adjacent to the community of Pensacola Beach. The Fort Pickens area is a destination for some 700,000 visitors annually and is one of the largest draws for the heavily tourist-dependent economy of the Pensacola and Pensacola Beach area; and

WHEREAS, National Park Service Ferry Project would fund the purchase of up to two pedestrian visitor ferries for use between the City of Pensacola, Pensacola Beach, and the Fort Pickens area of Gulf Islands National Seashore in Florida; and

WHEREAS, in support of this proposed ferry project, infrastructure including passenger queuing areas, ticketing facilities and boat docks would be constructed to serve the ferry operation; and

WHEREAS, the National Park Service (NPS) has demonstrated commitment toward this project by constructing a new dock and proposed shuttle system to support the Pensacola Bay Ferry Service and an alternative visitors access to Fort Pickens area of Gulf Islands National Seashore; and

WHEREAS, the project aligns with planning efforts by the local communities. A ferry system in Pensacola Bay would provide additional travel options and would be a much-desired part of the tourist-driven economy of the Pensacola metropolitan area;

NOW, THEREFORE, BE IT RESOLVED BY THE WEST FLORIDA REGIONAL PLANNING COUNCIL THAT:

The Council recommends and supports the establishment of the NPS Pensacola Bay Ferry Service and the development of infrastructure for this water transportation system linking Pensacola, Fort Pickens and Pensacola Beach. Passed and duly adopted by the West Florida Regional Planning Council on this 21st day of April 2014.

WEST FLORIDA REGIONAL PLANNING COUNCIL

BY:


Thomas Abbott, Chairman

ATTEST:


Terry A. Joseph, Executive Director
West Florida Regional Planning Council





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6097

County Administrator's Report 13. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Navy Federal Credit Union (NFCU) Rebate

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Navy Federal Credit Union Rebate - Larry M. Newsom, Interim County Administrator

That the Board approve a rebate to Navy Federal Credit Union (NFCU), in the amount of \$10,479.26, authorized by Escambia County Ordinance 2007-56, and approved by the Board on September 16, 2010. NFCU has completed year five of the criteria established in the Economic Development Agreement between Escambia County and Navy Federal Credit Union, dated April 2, 2009.

[Funding: Funds are available in Fund 102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

BACKGROUND:

By adoption of Ordinance 2007-56, Escambia County created the Economic Development Incentive Ordinance now codified in Sections 78-301 through 78-308 of the Escambia County Code of Ordinances. The intent of the Ordinance is to offer additional incentives to attract, retain, and foster the expansion of business enterprises that provide above-average salaries, benefits and employment opportunities to county residents.

Pursuant to Section 78-306, economic incentives offered under this provision shall be in the form of rebates of ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes and any other available unrestricted general fund revenues that have been paid to the county. Said incentives may be available to certain qualifying business enterprises based upon the number of full time jobs and the corresponding average wage of those jobs created within Escambia County.

Pursuant to Section 78-307, a qualified business may be awarded rebates for eligible expenses that were paid to the county for the year the business created the jobs giving rise to the rebate with said amount being paid over a five year period in equal installments. At the end of the five year period, the business may also be awarded a rebate in the amount of any other unreimbursed eligible expenses that were paid to the county in the preceding five years; however, the total rebate paid by the County may not exceed the maximum amount for which the business is eligible and/or the total amount actually paid to the county during the five year

period.

In 2009, Navy Federal Credit Union (NFCU) submitted an application seeking qualification for rebates under the foregoing provisions. The application was approved, and on April 2, 2009, the County entered into an Economic Development Agreement with NFCU in which NFCU agreed to add no less than 75 full time employees with an average wage of \$31,500 on or before March 3, 2010. Upon meeting said requirements, the County agreed to pay NFCU rebates in accordance with Ordinance 2007-56 in an amount not to exceed \$305,767.50.

In accordance with the terms of the aforementioned Agreement, NFCU provided the necessary documentation to show compliance with the employment requirements and further provided proof of payment for amounts eligible for reimbursement that were paid to the County during the prior year when NFCU created the jobs. During FY 2009-2010, NFCU paid a total of \$52,396.33 in eligible reimbursable expenses to the County. As provided in the Ordinance, NFCU may be eligible for a rebate in the amount of \$52,396.33 paid in annually in five equal installments of \$10,479.25. Annual payment of said amount will be subject to NFCU providing the necessary documentation showing compliance with the employment requirements and Board approval.

At the end of year five (FY 2013-2014), NFCU may also be eligible for a rebate in the amount of any other unreimbursed eligible expenses that were paid to the County in the preceding five years; however, the total rebate paid by the County may not exceed the maximum amount for which the business is eligible (\$305,767.50) and/or the total amount actually paid to the County during the five year period. Payment of said amounts for additional unreimbursed eligible expenses will be subject to NFCU providing the necessary documentation showing compliance with the employment requirements and Board approval.

BUDGETARY IMPACT:

Funds are available in Fund #102 the Economic Development Fund – Cost Center: 360704, Account: 58201 Aids to Private Organizations.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

NFCU Reimb. 2014



April 25, 2014

Mr. Larry Newsom
Interim County Administrator
221 Palafox Place
Suite 400
Pensacola, FL. 32502

RE: Navy Federal Credit Union

Dear Mr. Newsom:

On Behalf of the Greater Pensacola Chamber, I hereby certify that Navy Federal Credit Union has met the fifth of five expected annual thresholds, according to our research and is eligible for economic development incentive ordinance 2007-56. With this, a cash incentive of \$10,479.26 is currently due to the company at this time.

The Greater Pensacola Chamber is pleased to partner with Escambia County in supporting the continued growth of Navy Federal Credit Union in our community. Please contact me at 438-4081 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry", is written over the typed name and title.

Jerry Maygarden
President & CEO

cc: Debbie Calder
Senior Vice President, Greater Pensacola Operations
Navy Federal Credit Union

Tony Gant
Escambia County Administration



April 8, 2014

Ms. Tonya Gant
Escambia County Administration
221 Palafox Place, Suite 420
Pensacola, FL 32502

Dear Ms. Gant:


Navy Federal has completed year five of the five year requirement as noted in the Economic Development Fund Agreement dated April 2, 2009. I have included the following for your review:

- Invoice requesting payment of \$10,479.26
- Summary of permitting fees, taxes and franchise fees paid between March 2013 and March 2014
- Copies of vendor bills showing fees and taxes charged to Navy Federal

I have also provided Scott Luth, Greater Pensacola Chamber, the annual application (electronic version) as required in the agreement.

Please let me know if you need any additional information in order to process payment.

Sincerely,



Janice R. Kilgore
Vice President
Greater Pensacola Operations

JRK:ccl

c: Scott Luth (Invoice and Summary)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Recommendation: That the Board take the following action concerning the Navy Federal Credit Union (NFCU) Economic Development Incentive rebate (funds are available in Fund 102, the Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations):
- A. Approve a rebate to NFCU, in the total amount of \$52,396.33, to be paid annually in five equal installments, in the amount of \$10,479.26, subject to annual Board approval; and
 - B. Approve the issuance of a Purchase Order to NFCU for the first installment payment, in the amount of \$10,479.26, as authorized by Ordinance 2007-56, and in accordance with the terms of the Economic Development Agreement approved by Board action on April 2, 2009.

Approved 4-0, with Commissioner Robertson abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), as amended to add Item C, as follows:

- C. Acknowledge the intent of the Board is to review all payments of ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes, and any other available unrestricted General Fund revenues that have been paid to the County by Navy Federal Credit Union each year, and at the end of the five-year period, and to consider reimbursement, up to \$305,767.50, of funds not previously reimbursed.

Speaker(s):

Janice R. Kilgore

Navy Federal Credit Union

INVOICE

We serve where you serve

5550 Heritage Oaks Drive
Pensacola, FL 32526
Phone 850-912-0104

DATE: April 3, 2014
INVOICE # 2014-101
FOR: Economic
Development
Incentive Agreement

Bill To:

Larry Newsom, Interim County Administrator
Escambia County
221 Palafox Place, Suit 420
Pensacola, FL 32502
Phone 850-595-3935

DESCRIPTION	AMOUNT
Annual Rebate as approved by Board of County Commissioners - September 16, 2010, based on Economic Development Agreement Between Escambia County and Navy Federal Credit Union dated April 2, 2009.	\$ 10,479.26
Documentation delivered to Ms. Tonya Gant	
	\$ 10,479.26

Escambia County
Clerk's Original

4/2/2009 CAR T-3

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN ESCAMBIA COUNTY AND
NAVY FEDERAL CREDIT UNION**

THIS AGREEMENT, made and entered into this 2nd day of April,

2009, by and between Escambia County, a political subdivision of the State of Florida, (hereinafter referred to as "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, and Navy Federal Credit Union, a federally chartered credit union (hereinafter referred to as "Navy Federal") with a local office at 5550 Heritage Oaks Drive, Pensacola, Florida 32526.

WITNESSETH:

WHEREAS, the County by adoption of Ordinance No. 2007 – 56 has the power to provide economic incentives to induce private business enterprises to locate and/or expand in Escambia County; and

WHEREAS, the County is authorized by Article VIII, Section 1(f) of the Florida Constitution, Section 125.01(1)(w), Florida Statutes, and Section 125.045 (2) and (3), Florida Statutes, to enter into Economic Development Agreements to cooperatively utilize public funds to achieve the County's economic development goals; and

WHEREAS, the County has indicated a willingness and desire to maintain a stable economy, fortify the tax base and provide a better standard of living for county residents by attracting and retaining business enterprises with above average salaries; and

WHEREAS, it has been determined that Navy Federal currently meets the qualification criteria established in Ordinance 2007-56 and currently qualifies for an economic development incentive refund; and

Verified By: *Atanas*
Date: 4/6/2009

WHEREAS, it will be mutually beneficial to both parties for the County to offer economic development incentives to achieve the County's economic development goals.

NOW, THEREFORE, in review for compliance of the Economic Development Incentive Ordinance and the Economic Development Incentive Application submitted by Navy Federal, the County will provide incentives requested per guidelines and restrictions established under Ordinance No. 2007-56 as follows:

1. The above recitals are incorporated in this Agreement.
2. Navy Federal agrees to add not less than 75 full time employees and \$2,362,500 in new gross payroll for average salaries of \$31,500 by March 3, 2010.
3. Navy Federal will provide a signed quarterly report to the Pensacola Bay Area Chamber of Commerce identifying statistics, on a non-personally identifiable basis, including current employment, description, position, and wages not including benefits for each.
4. Navy Federal will provide an annual renewal application to the Pensacola Bay Area Chamber of Commerce setting forth any relevant changes or otherwise qualifying all necessary eligibility criteria.
5. County will refund fees and taxes paid to the County by Navy Federal as set forth in Ordinance No. 2007-56 not to exceed \$305,767.50.
6. All increase adjustments and incentives will be made in compliance with the Economic Development Ordinance No. 2007-56, Section 7(A-D), Section 8 (A-E).
7. All decrease adjustment and incentives will be applied annually based on the annual renewal application and annual report information provided.

8. The term of this Agreement shall be for one year commencing March 4, 2009 (Date of Initial Approved Application). The Agreement will be renewed for four (4) succeeding terms of twelve (12) months provided that Navy Federal complies with the terms and conditions of this Agreement and maintains eligibility per the guidelines established under Ordinance No. 2007-56.

9. If a determination of non-compliance is determined the County may dissolve this agreement with notice or allow Navy Federal a designated time to achieve compliance. Determination of actions and penalties for non-compliance will be the sole responsibility of the County.

10. Either party may terminate this Agreement for cause or convenience upon thirty (30) days written notice by the terminating party.

11. Navy Federal shall indemnify, defend and hold harmless the County, including its elected officials, Board members, agents and employees from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from this Agreement.

12. This Agreement contains the entire agreement between the parties and no representatives; inducements, promises or other agreements between the parties not contained in this agreement will be of any force and effect.

13. Any amendments to this Agreement shall be in writing and executed by both parties with the same formalities as this Agreement.

14. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations. Should any part, term, or provision of this Agreement conflict with Ordinance 2007-56, the Ordinance shall prevail.

15. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be considered in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

16. If any part, term or provision of this Agreement is held by the courts to be illegal or in conflict of any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

17. Notices: All notices or other documents required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by U.S. Postal Service, First Class Mail, postage prepaid, return receipt requested, addressed to the following:

To the Chamber:
Kara Melendez
Pensacola Bay Area
Chamber of Commerce
117 West Garden Street
Pensacola, Florida 32502

To Navy Federal Credit Union:
Deborah Calder
Navy Federal Credit Union
5550 Heritage Oaks Drive
Pensacola, Florida 32526

To the County:
Robert R. McLaughlin
County Administrator
221 Palafox Place
Pensacola, Florida 32502

16. This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and have executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, duly authorized to execute same and Navy Federal, signing by and through its Senior Vice President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

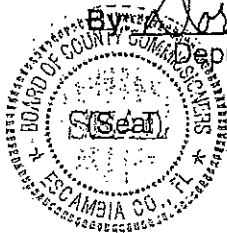
By: Kristin Huel
Title: Asst. County Atty
Date: 3/26/09

Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: Marie Young
Marie Young, Chairman

BCC Approved: April 2, 2009

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: Aoris Harris
Deputy Clerk


Navy Federal Credit Union: a foreign corporation authorized to conduct business in the State of Florida.

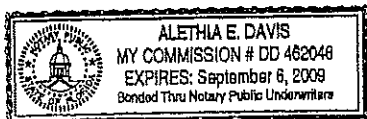
By: Deborah H. Calder
Deborah H. Calder, Senior Vice President, Greater Pensacola Operations

Date: 4/8/09

ATTEST:

By: Alethia E. Davis

(Corporate Seal)



Escambia County
Clerk's Original

10/4/2007 5:33 pm PH

ORDINANCE NO. 2007- 56

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR ECONOMIC DEVELOPMENT INCENTIVES TO INDUCE PRIVATE BUSINESS ENTERPRISES TO LOCATE OR EXPAND THEIR BUSINESSES IN ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR INCENTIVE ELIGIBILITY CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners has determined that in order to maintain a stable economy, fortify the tax base, and provide a better standard of living for the residents of this county, Escambia County needs to attract business enterprises to the area; and

WHEREAS, as a border county, Escambia County not only competes with its sister counties in the panhandle, but also competes with the economic incentives offered by the State of Alabama to induce business enterprises to locate within our borders; and

WHEREAS, the existing incentives such as EDATE and the Florida Qualified Target Industry Tax Refund Program have not significantly increased the number of new business enterprises or the expansion of existing business enterprises providing quality jobs in the County; and

WHEREAS, the Board of County Commissioners believes that economic development is critical to the future of the County; and

WHEREAS, in order to foster economic development in Escambia County, the Board of County Commissioners must develop an Economic Development Incentive Program to induce desirable business enterprises to locate or expand in Escambia County.

Verified By: *D. Adams*
Date: 10/19/2007

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Short Title.

This ordinance shall be known and may be referred to as the "Escambia County Economic Development Incentive Ordinance."

Section 2. Authority and Public Purpose.

This ordinance is enacted pursuant to the authority granted to the Board of County Commissioners under Article VIII, Section 1(f) of the Florida Constitution, Section 125.01(1)(w), Florida Statutes, and Section 125.045 (2) and (3), Florida Statutes. The Board of County Commissioners (BCC) finds that attracting and retaining business enterprises in Escambia County constitutes a public purpose that justifies the use of public funds achieve the County's economic development goals.

Section 3. Goal and Intent.

The goal of this ordinance is to maintain a stable economy, fortify the tax base and provide a better standard of living for county residents by attracting, retaining and fostering the expansion of business enterprises that provide above-average salaries, benefits and employment opportunities to county residents. It is the intent of this ordinance to establish a mechanism to accomplish this goal.

Section 4. Target Business Enterprises.

The incentives offered through this ordinance are intended to attract and retain business enterprises engaged in the following types of activities:

- A. Information technology – software and product development to support simulation healthcare, accounting, digital arts and media, building systems, and construction systems;

- B. Building systems – materials technologies, construction research and design, modular construction technologies and design, and security systems and technology;
- C. Healthcare/medical devices/life sciences – medical products design and manufacturing, focused on orthopedics and human performance;
- D. Aerospace – maintenance, repair, and overhaul (MROs) for civilian and defense contracting; avionics (electronic components for aviation), flight training (actual as well as simulation software);
- E. Business and professional services – financial services, government services/contractors, engineering, and design services, software programming, internet services (Lambda), data processing services, systems integration and design;
- F. Logistics/distribution – trucking/warehousing, logistics planning services, import/export trade houses;
- G. Renewable energy technology – research, development, design, production and other associated services;
- H. Other similar industry groups, uses, or activities not listed in the above categories with the characteristics of preferred business enterprises for Escambia County described in this ordinance.

Section 5. Characteristics of Preferred Business Enterprises for Escambia County.

The following are characteristics of preferred business enterprises:

- A. Provision of paid health insurance, retirement plans, and tuition reimbursement;
- B. Pollution prevention and waste reduction;
- C. Commitment to community evidenced by promoting volunteerism and financial support of local charities or events;
- D. Willingness to locate or expand in County Community Redevelopment areas, Enterprise Zones or Brownfield Areas and designated rural areas;
- E. Hiring from the local population.

Section 6. Economic Incentives.

Economic incentives to target business enterprises shall be in the form of rebates of ad valorem property taxes, development fees, franchise fees, telecommunication taxes, gasoline taxes, and any other available unrestricted general fund revenues that have been paid to the County. Only those business enterprises meeting the eligibility criteria described below shall be considered for a rebate. Rebates shall be calculated based on the following criteria:

- A. Rebates. Eligible business enterprises shall be entitled to apply for rebates based upon the number of full-time jobs created and the average wage of the jobs. The baseline rebate level that corresponds to a maximum per job rebate is set forth in Table 1, below, may be increased with bonus points as described in Table 2, below. To determine the

maximum total rebate award, the maximum per job award shall be multiplied by the total number of jobs.

- B. Award Matrix. The Award Matrix shall make Award Level One (1) equal to 100% of the average annual wage for Escambia County. Each subsequent award level (2 through 15) shall be increased at increments equal to 4.71% of the average annual wage for Escambia County. The "Wage Specific Award Matrix" shall be revised at the beginning of each year.
- C. Fiscal Year. All calculations shall be based on the County's fiscal year.

Section 7. Payment of Rebates.

Rebates will be paid in accordance with the following criteria:

- A. Rebates may be awarded for ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes or any other available unrestricted general fund revenues that were paid to the County for the year that the business enterprise created the jobs giving rise to the rebate. Nothing herein shall be construed to obligate Escambia County to approve the maximum rebate. The Board of County Commissioners shall have sole discretion to approve each rebate application and the amount of the rebate. Approval of any rebate shall be subject to lawfully available and budgeted funds.
- B. Rebates will be paid over a five year period in equal installments.
- C. Rebates can cascade. For example, if a business enterprise creates 100 jobs, it may apply for and receive a rebate that will be paid from year one

through year five. If during year one the business enterprise creates an additional 50 jobs (total 150), a rebate for the additional 50 jobs may be paid from year two through six if qualified. If instead during year two the business enterprise downsizes to a total of 75 jobs, it will continue to receive payments on the original rebate for year one through year five, but no further rebates will be awarded until it increases the number of jobs to more than 100.

- D. At the end of year five, a rebate may be awarded to the extent of any unreimbursed ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes or any other available unrestricted general fund revenues that were paid to the County in years one through five. However, the total rebate paid to a business enterprise in years one through five shall not exceed the total of all ad valorem property taxes, development fees, telecommunications taxes, gasoline taxes, or any other available general unrestricted general funds that were paid to the County during that period.

Section 8. Eligibility Criteria.

The following criteria must be satisfied by all applicants for rebate awards:

- A. Minimum average wage. New full-time jobs must pay at least the average annual wage shown in Table 1. Benefits shall not be counted as part of the wage.

- B. Business enterprises must create or maintain in Escambia County a minimum of ten full-time jobs during the year for which the rebate is sought.
- C. Eligible business enterprises must have commenced operations with an established payroll for permanent, full-time jobs during the first year for which a rebate is sought. Business enterprises engaged in construction and other actions in anticipation of commencing operations, but which have not yet commenced operations and established a payroll for permanent, full-time jobs, shall not be eligible. Business enterprises shall not be eligible for a rebate during any year in which it ceases operations in Escambia County.
- D. Eligible business enterprises must provide health insurance and retirement benefits for employees holding full-time jobs.
- E. Eligible business enterprises must generate at least fifty-one percent (51%) of their gross revenues from outside Escambia County.

Section 9. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 10. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 11. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS 4th DAY OF October 2007.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: *K. W. White*
Kevin W. White, Chairman

Date Executed

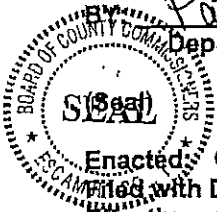
October 9, 2007

This document approved as to form and legal sufficiency.

By *Schweil*
Title Asst. County Attorney
Date Oct. 5, 2007

ATTEST: ERNIE LEE MAGAHA
Clerk to the Circuit Court

Patricia M. Cotton
Deputy Clerk



Enacted: October 4, 2007
Filed with Department of State: October 12, 2007
Effective: October 12, 2007

Table 1

ESCAMBIA COUNTY ECONOMIC INCENTIVE PROGRAM
WAGE SPECIFIC REBATE AWARD MATRIX
County Fiscal Year 2007

Award Level	Annual Avg. Wage	Avg. Hourly Wage (\$)	Max Award Per Job (\$)
1	31,500.00	15.14	0.00
2	32,983.68	15.86	1,000.00
3	34,537.25	16.60	1,307.69
4	36,164.00	17.39	1,615.38
5	37,867.36	18.21	1,923.07
6	39,650.96	19.06	2,230.76
7	41,518.56	19.96	2,538.45
8	43,474.13	20.90	2,846.14
9	45,521.81	21.89	3,153.83
10	47,665.94	22.92	3,461.52
11	49,911.06	24.00	3,769.21
12	52,261.92	25.13	4,076.90
13	54,723.52	26.31	4,384.59
14	57,301.05	27.55	4,692.28
15	60,000.00	28.85	5,000.00

Table 2

Bonus Condition	Increase #Award Levels
Business pays for employees' health insurance for new or retained jobs	3
Business pays for a portion of all employees' retirement for new or retained jobs	2
Business offers tuition reimbursement to employees for new or retained jobs	1
Business integrates pollution prevention and waste reduction with their technology and production processes	2
Business demonstrates significant corporate citizenship supported by a history of promoting volunteerism and financial participation in local charities or events	1
Business locates or expands in a Brownfields Community Block Grant Target Area; Florida Enterprise Zone authorized under Florida Statutes, Chapter 290; or a Community Redevelopment Area authorized under Florida Statutes, Chapter 163, Part III	5
Minorities and/or women comprise at least 20% of all employees	1
Percentage of new jobs locally advertised and provided to Escambia County residents:	
Less than 25%	0
25%-50%	1
51% or more	2
More than 75%	3



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6166

County Administrator's Report 13. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Purchase Order in Excess of \$50,000

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000 for Fire Services - Michael D. Weaver, Public Safety Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of a blanket Purchase Order, in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Escambia County Fire Rescue Department, as follows:

Vendor/Contractor	Amount	Contract Number
Ten-8 Fire Equipment Inc. Vendor Number: 200935 Fire Equipment Suppliers Fund: 143 Fire Protection Cost Center: 330206 and Cost Center: 330209	\$100,000	PD 13-14.017

[Funding: Fund 143, Fire Protection Fund, Cost Centers 330206 & 330209, Object Code 55201]

BACKGROUND:

In order to have a pricing agreement with several qualified vendors Escambia County Fire Rescue solicited bids from vendors that have done business with Escambia County in the past. PD 13-14.017 was approved by the BCC on April 3, 2014 CAR II 15 for a total of \$750,000 to multiple vendors. Ten-8 has the majority of items that we normally purchase during the year.

BUDGETARY IMPACT:

Funding: Fund 143, Fire Protection, Cost Center 330206, Object Code 55201 & Object Code 56401 and Cost Center 330209, Object Code 55201 & 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6193

County Administrator's Report 13. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Expenditure in Excess of \$100,000 for Flood Mitigation at Fire Stations

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Expenditures in Excess of \$100,000 in Fiscal Year 2013-2014 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board authorize the issuance of a Purchase Order, in the amount of \$100,000, for Fiscal Year 2013-2014, for the Public Safety Department, to Complete Construction, LLC, D/B/A Complete DKI, Vendor Number 165044, for flood mitigation at the fire stations that were damaged by flooding.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330494, Buildings and Contents, Object Code 54601, Repair and Maintenance]

BACKGROUND:

During the rain event of April 29 2014, three of the fire stations and one maintenance facility were flooded; Station 6,16, 17 and the facility at 4700 Maywood Ave. (the old Bellview fire station). These buildings are insured separately from the County insurance program. On May 5th and 6th, an adjuster for the insurance company examined the four sites. Following his evaluation he advised that because these facilities are continually occupied by firefighters, are essential to the public safety and must remain in operation, it was necessary to begin water and mold mitigation as soon as possible. CompleteDKI was available to respond. They worked directly with the insurance adjuster, who agreed to work with them on a "Time and Material" basis to perform the mitigation. CompleteDKI went into action that very night to make sure the fire stations would be safe environments for the firefighters. The work should be complete within the next 2-3 weeks.

BUDGETARY IMPACT:

The insurance company will reimburse the County for the entire cost, less the deductible of \$1,000 for each building. An advance of \$50,000 has already been received and deposited. The remaining balance will be sent once the work is complete and the final cost is known. We will petition FEMA for the deductible. Funding: Fund 112, Disaster Recovery Fund; Cost Center 330494, Buildings and Contents; Object Code 54601, Repair and Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46 Finance, Article II purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Escambia County Fire Rescue will continue to work closely with the contractor, OMB and the insurance company to complete the repairs to the fire stations.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6208

County Administrator's Report 13. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Pitney Bowes Digital Mailing System Lease - EMS Billing Office

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Pitney Bowes Digital Mailing System Lease Agreement, State of Florida Contract #600-760-11-1 - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Lease Agreement for the Pitney Bowes digital mailing system:

A. Rescind the Board's action of April 29, 2014, approving and authorizing the Chairman to sign, the Lease Agreement, State of Florida Contract #600-760-11-1, for the Pitney Bowes digital mailing system for the Emergency Medical Services (EMS) Billing Office (Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330603, EMS Billing); and

B. Approve, and authorize the Chairman to sign, the Lease Agreement, State of Florida Contract #600-760-11-1, for the Pitney Bowes digital mailing system, for the EMS Billing Office, for the monthly amount of \$755.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330603, EMS Billing]

BACKGROUND:

In its regular meeting held April 29, 2014, the Board approved and authorized the Chairman to sign the Lease Agreement, State of Florida Contract #600-760-11-1, for the Pitney Bowes digital mailing system for the EMS Billing Office, at a monthly amount of \$829.00. (See County Administrator's Report 12.5, Budget & Finance Consent.) After this action, the Pitney Bowes representative discovered an error in the monthly cost offered in that Lease Agreement and provided a revised Lease Agreement. The corrected monthly lease amount is \$755.00.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Service, Cost Center 330603, EMS Billing

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers approved the Lease Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Revised Pitney Bowes Lease Agreement EMS Billing

Resume Page



State of Florida Contract #600-760-11-1
Order Form

Agreement Number

--	--	--	--	--	--	--	--	--	--	--	--

Your Business Information

ESCAMBIA E M S

Full Legal Name of Lessee

DBA Name of Lessee

Tax ID # (FEIN/TIN)

6575 N W ST

PENSACOLA

FL

32505-1714

Billing Address

City

State

Zip+4

() _____ ext _____

15693305862

Billing Contact Name

Billing Contact Phone #

Billing CAN #

6575 N W ST

PENSACOLA

FL

32505-1714

Installation Address (If different than billing address)

City

State

Zip+4

() _____ ext _____

00355711003

Installation Contact Name

Installation Contact Phone #

Installation CAN #

Please note any special billing requirements here

Invoice Attention of

Customer PO #

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 2
1	Connect+ 2000 Series
1	Connect+ Series Meter
1	180/115 LPM Feature
1	15 lb Interfaced Weighing
1	100 Dept Accounting
1	15 in. Display - High Res Apps Center
1	Connect+ Mono Printer
1	Connect+ Drop Stacker
1	Connect+ VBS Training
1	Connect+ VBS Welcome Kit
1	pbSmartPostage Free
1	Differential Weighing for 15 lb or 30 lb Scale
1	15lb Scale Platform/Stand
1	IntelliLink Subscription with Value Based Services
	Additional Items on following page

Check items to be included in customer's payment

Service Level Agreement

Provides Standard SLA with Training

Software Maintenance (additional terms apply)
Provides revision updates and technical assistance

Soft-Guard® Subscription

Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.

IntelliLink® Subscription/Meter Rental/Value Based Services

Provides simplified billing and includes postage resets

(x) Value Based Services

() Purchase Power Receive an invoice for postage , consolidated billing,
(No Transaction Fees) and enhanced management reporting information.

Your Payment Plan

Number of months	Monthly amount*
First 48	\$755.00

() Required Advanced check of \$0.00 received.

() Tax Exempt certificate attached

* Does not include any applicable sales taxes & Payment plans begin after any applicable Prorated Usage Period

Your Acknowledgement

By your signature below, you are entering into a Lease Agreement pursuant to the terms and conditions of the State Contract #600-760-11-1.

ATTEST: Pam Childers

Board of County Commissioners
Escambia County, Florida

By: _____
Deputy Clerk

Lumon J. May, Chairman

Chris Mitchell

049

Account Rep

District Office

PBGFS Acceptance

Florida (Rev. 02/11)

Approved as to form and legal
sufficiency.

Equipment Vendor : Pitney Bowes Inc.

By/Title: _____
Date: 5/16/14

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-38. Approval of Various Consent Agenda Items – Continued

4. Taking the following action regarding the Community Development Block Grant (CDBG)-funded Neighborhood Renewal Initiative Mini-Grant Agreement with Warrington Neighborhood Watch Corporation (Funding: Fund 129, 2011 CDBG, Cost Center 220439):

A. Awarding a *Neighborhood Renewal Initiative Mini-Grant Agreement*, known as the New Chairs for Marie Ella Davis Community Center Project, in the maximum amount of \$500, for specific benefit of the Warrington Neighborhood Watch Corporation; the funds will assist the Association with costs of purchasing new chairs for the Marie Ella Davis Community Center, located at 16 Raymond Street, in the Warrington Redevelopment Area; and

B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the Project.

5. Approving, and authorizing the Chairman to sign, the Lease Agreement, State of Florida Contract #600-760-11-1, for the Pitney Bowes digital mailing system for the Emergency Medical Services (EMS) Billing Office (Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330603, EMS Billing).

6. Taking the following action regarding the purchase of one ambulance for the Public Safety Department (Funding Source: Fund 352, Local Option Sales Tax III Fund, Cost Center 330435, Project 08PS0028):

A. Authorizing the County to piggyback off of the Houston-Galveston Area Council of Governments (H-GAC), Contract #AM10-12, effective October 1, 2012, through September 30, 2014, for the purchase of one ambulance, 2015 International Navistar Medium, 102" Model 623 (NA02); and

B. Awarding a Purchase Order, in the amount of \$222,396, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles Company); a vendor awarded this Contract for this purpose.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6223

County Administrator's Report 13. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Purchase of 14 Stretchers, with Trade-In, for the EMS Division

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of 14 Stretchers, with Trade-In, for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of 14 stretchers for the Public Safety Department, Emergency Medical Services (EMS) Division:

A. Authorize the County to piggyback off of the City of Warwick, Warwick, Rhode Island, Bid #2013-305, Medical Supplies/Fire Department (Re-bid), for the purchase of 14 Stryker Power-PRO XT ambulance stretchers;

B. Authorize the issuance of a Purchase Order to Stryker Sales Corporation (Vendor #195684), the equipment manufacturer, in the amount of \$165,681.50, for 14 Stryker Power-PRO XT stretchers; and

C. Approve the two Request for Disposition of Property Forms, allowing the Public Safety Department to trade in 14 stretchers toward the purchase of the Stryker stretchers.

[Funding Source: Fund 408, Emergency Medical Service Fund]

BACKGROUND:

During the last several years Escambia County's Emergency Medical Technicians and Paramedics have used stretchers produced by the country's two leading ambulance stretcher manufacturers. During this period it was determined that the Stryker Power-PRO was best suited for our usage. The determining factors were; decrease in employee injury, progress toward fleet standardization, durability, and employee satisfaction.

The ability to piggyback will allow for purchase directly from the manufacturer and allow for maximum trade-in allowance.

BUDGETARY IMPACT:

Funding is available in Fund 408, Emergency Medical Service Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Public Safety Department will submit a purchase requisition to the Office of Purchasing for issuance of the Purchase Order. In addition, the Department will coordinate with the manufacturer with regard to the trade-in equipment.

Attachments

Bid #2013-305 Stryker Stretchers

Dispo Stretcher Tradein



Comprehensive Quotation

Sales Account Manager
 Brent Buchanan
 Cell: 270-217-4151

Remit to:
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address
 1192055
 ESCAMBIA CO PUBLIC SAFETY
 6575 N W ST
 PENSACOLA, FL 32505

Shipping Address
 1192055
 ESCAMBIA CO PUBLIC SAFETY
 6575 N W ST
 PENSACOLA, FL 32505

Billing Address
 1192055
 ESCAMBIA CO PUBLIC SAFETY
 6575 N W ST
 PENSACOLA, FL 32505

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
Leon Sailer	3474266	03/26/2014	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	14	Power-PRO XT	650600000	\$11,834.40	\$165,681.60	
		Options				
	14	Power-PRO XT	650600000	\$11,696.00	\$163,744.00	
	14	3 Stage IV Pole PR Option	6500315000	\$260.00	\$3,640.00	
	14	Retractable Head Section O2	6085046000	\$139.20	\$1,948.80	
	14	Equipment Hook	6500147000	\$39.20	\$548.80	
	14	Single Wheel Lock	6086601010			
	14	PR Cot Retaining Post	6085033000			
	14	Power Pro Standard Components	6506026000			
	14	Siderail Option	6506031000			
	14	No Runner/HE O2	0054200994			
	14	Non Power-Load Compatible	6506029000			
	14	Trendelenburg	6085031000			
	14	English Manual	6506600000			
	14	120V AC SMRT Charging Kit	6500028000			
	14	J Hook	6092036018			
	14	G-Rated Mattress	6506034000			
	14	No Steer Lock Option	6506037000			
	14	3 YR X-Frame Powertrain Wnty	7777881669			
	14	2 Yr Bumper to Bumper Warranty	7777881670			
	14	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	14	Customer Trade-In	9999999910			
	14	Discount	9999999912	(\$300.00)	(\$4,200.00)	

Note:
 *Quantity discount *Trade in reflected on quote

Product Total	\$165,681.60
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$165,681.60

Signature: _____ Title/Position: _____ Date: _____

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.
Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.
Terms: Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.
Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL. (401) 738-2000, ext. 6240
FAX (401) 737-2364

SCOTT AVEDISIAN
MAYOR

JAMES F. MARCELLO
PURCHASING AGENT

TO: Members of the Finance Committee
FROM: ^{JFM} James F. Marcello, Purchasing Agent
DATE: June 12, 2013
RE: Bids for the Finance Committee on Monday, June 17, 2013

JUNE 17, 2013 TABLE OF CONTENTS

<u>BID #</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
2010-41	Internet Access (6-12)	1 - 2
2012-206	Structural Firefighting Turnout Gear (6-12)	3 - 4
2013-74	Pipe Fittings & Valves (6-12)	5 - 6
2013-284	Repair Bleachers (6-12)	7 - 8
2013-299	Purchase Freon (6-12)	9 - 10
2013-288	Structural Firefighting Turnout Gear	11 - 15
2013-293	Maintenance & Repair Service Contract for Fire Department Communication System Equipment	16 - 19
2013-296	Dynapac Double Drum Articulating Vibratory Roller CC900G or Approved Equal	20 - 21
2013-305	Medical Supplies/Fire Department (Re-bid)	22 - 31
2014-19	Dental Self-Insured Administrator (FY2014)	32 - 35
2014-22	Security System Monitoring/Maintenance & Fire Alarm Panel Testing (FY2014)	36 - 40
2014-23	Post-Type Fire Hydrants (Re-bid)(FY2014)	41 - 45
2014-30	Zamboni Blade Sharpening (Re-Bid)(FY2014)	46 - 47
2014-32	Rebuilding & Rebuilt Exchange Transmissions (FY2014)	48 - 55
2014-33	Quick Pro Dry or Equal (FY2014)	56 - 57
2014-34	HVAC Services at Ice Arenas, McDermott Pool & Various City-Owned Buildings (FY2014)	58 - 59
2014-35	Fire Retardant Carbon-Based Hoods (FY2014)	60 - 61

(continued next page)

Page 2

<u>BID #</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
2014-36	Test & Repair Scott Self-Contained Breathing Apparatus (FY2014)	62 - 64
2014-45	Food Service Products (FY2014)	65 - 68
2013-322	Air Conditioning Compressors (56-6)	69 - 70
2013-323	Casper Mobile Software System (56-6)	71 - 73
2014-52	Various Purchases for Senior Center Gift Shop (56-6)(FY2014)	74 - 76

Bid #2013-305 Medical Supplies/Fire Department (Re-bid)

- 9 bids submitted

CODE: 35-367 Rescue Service

MANNER OF AWARD: \$30,000.00
2 years from date of award

RECOMMEND: See below*

*Bound: 6,27,36-41,43,45,46,48,70,81,82,89-93,95,102-107 EMED: 71 and 72
Henry Schein: 8-10,25,26,28-32,44,55,57,59-62,64,73,74,84-86,94,96 Kentron: 1,2,5,11-24,33-
35,49-51,53,54,97-101 Midwest: 3,4,7,58,63,87,88 Moore: 42,47,52,56,69,76,78,83
Stryker: 65-68 Items 75,77,79,80,108-111 are not being awarded.

Bound Tree Medical	5000 Tuttle Crossing Blvd.	Dublin, OH 43016
Emed Medical	12163 Bridgeton Sq. Dr.	Bridgeton, MO 63044
Henry Schein Medical	PO Box 3227	Irmo, SC 29063
Kentron Health Care, Inc.	PO Box 120	Springfield, TN 37172
Midwest Medical Supply Co., Inc.	13400 Lakefront Dr.	Earth City, MO 63045
Moore Medical, LLC	1690 New Britain Ave.	Farmington, CT 06032
Stryker EMS Equipment	3800 E. Centre Ave.	Portage, MI 49002
New England Medical Supply	365 Eddy St.	Providence, RI 02903
Mission Medical Supplies	556 Industrial Way West	Eatontown, NJ 07721

Prices as Follows

Bid #2013-305 Medical Supplies Fire BID RESULTS

Item #	Description	New England Medical Supply Inc	Henry Schein Inc	Kentron Healthcare, Inc	Emed Medical	Midwest Medical Supply Co
1	Multi-Trauma Dressing (12"x 30")	\$2.39	\$0.87	\$39.50/50	\$80.05/50	\$0.98
2	Burn Sheet (Sterile 60"x 96")	\$5.35	\$1.67	\$29.60/24	\$6.85	\$1.83
3	Triangular Bandage	\$0.59	\$0.24	\$64.80/240	\$0.50	\$0.22
4	IV Pressure Infuser	\$246.95/10	\$10.79	\$7.95	462.00/24	\$7.95
5	Medication Bag	\$13.10/100	\$55.09	\$27.95	\$176.90/1000	
6	OB Kit	\$9.92	\$13.83	\$44.90/10	\$17.50	\$5.05
7	Oral Airway Kit (Latex Free)	\$3.60	\$2.75	\$1.69	\$2.70	\$1.65
8	Nasal Airway Kits (Latex Free)	\$45.99	\$2.48	\$8.99	\$35.10/9	\$13.99
9	Pedi End Tidal CO2 Detector (colormetric)		\$9.21			\$9.50
10	Adult End Tidal CO2 (colormetric)		\$8.91		\$325.10/24	\$9.50
11	Adult Magill Forceps	\$120.50	\$3.36	\$2.89	\$13.10	\$4.22
12	Pedi Magill Forceps	\$120.50	\$3.36	\$2.59	\$13.10	\$3.85
13	ET Blade Mac #0		\$7.99	\$5.99	\$23.10	\$10.25
14	ET Blade Mac #1	\$8.03	\$7.99	\$5.99	\$23.10	\$10.25
15	ET Blade Mac #2	\$8.03	\$7.99	\$5.99	\$185.70/20	\$10.25
16	ET Blade Mac #3	\$8.03	\$7.99	\$5.99	\$185.70/20	\$10.25
17	ET Blade Mac #4	\$8.03	\$7.99	\$5.99	\$185.70/20	\$10.25
18	ET Blade Miller #0	\$8.03	\$7.99	\$5.99	\$23.10	\$10.25
19	ET Blade Miller #1	\$8.03	\$7.99	\$5.99	\$23.10	\$10.25
20	ET Blade Miller #2	\$8.03	\$7.99	\$5.99	\$23.10	\$10.25
21	ET Blade Miller #3	\$8.03	\$7.99	\$5.99	\$73.20/20	\$10.25
22	ET Blade Miller #4	\$8.03	\$7.99	\$5.99	\$23.10	\$10.25
23	ET Adult Handle	\$25.05	\$9.08	\$6.99		\$10.50
24	ET Pedi Handle	\$25.05	\$9.08	\$6.99		\$10.50
25	ET Tube Holder w/ integrated Bite Block, Adult	\$5.54	\$2.52		\$5.10	\$2.71
26	ET Tube Holder w/ integrated Bite Block, Pedi		\$2.49			\$2.71
27	S-Scort II Portable Suction Unit	\$1,271.21				
28	V-VAC Starter Kit	\$116.79	\$67.03	\$37.95	\$104.55	\$70.58
29	V-VAC Replacement Cartridge	\$28.77	\$16.52	\$7.95	\$34.70	\$17.38
30	V-VAC Adapter Tips	\$34.80	\$5.00		\$24.60/4	\$21.04/4

Bid #2013-305 Medical Supplies Fire BID RESULTS

Item #	Description	New England Medical Supply Inc	Henry Schein Inc	Kentron Healthcare, Inc	Emed Medical	Midwest Medical Supply Co
31	V-VAC Double Male Connectors	\$7.64/#10	\$0.46			\$4.66/10
32	V-VAC 18 F Catheters		\$2.40	\$3.75		\$10.08/4
33	Child Bag Valve Mask (Latex Free)	\$18.39	\$8.26	\$7.95	\$50.60/120	\$8.89
34	Adult Bag Valve Mask (Latex Free)	\$23.04	\$8.26	\$7.95	\$50.60/120	\$8.89
35	Infant Bag Valve Mask (Latex Free)	\$27.42	\$8.26	\$7.95	\$50.60/120	\$10.35
36	Portable Oxygen Regulator, LSP 270-250B		\$140.49	\$47.95	\$261.25	\$28.68
37	Wall Mounted Oxygen Regulator Tube Type w/ Ohmeda QC fitting			\$33.95		\$28.10
38	Wall Mounted O2 Regulator (Tubeless)		\$87.62	\$17.95		\$40.95
39	Oxygen Regulator Adapter Ohmeda Type		\$11.01	\$13.95		\$10.20
40	Oxygen Wrench		\$0.75		\$3.65	\$0.75
41	Economy Responder Bag (antibacterial)	\$39.25				
42	Trauma Bag	\$43.79	\$185.73	\$39.95	\$57.80	
43	ALS Field Guide	\$30.56	\$18.12		\$27.75	\$21.50
44	ADC Multi Cuff BP Kit (Latex Free)	\$150.98	\$77.65			\$110.45
45	ADC BP Cuff, Adult (Latex Free)	\$35.78	\$15.07		\$26.75	\$5.79
46	ADC BP Cuff, Child (Latex Free)	\$6.55	\$15.07			\$5.79
47	ADC Stethoscope (Latex Free)	\$12.89	\$25.91		\$44.45	\$23.31
48	ADC Pedi Stethoscope (Latex Free)	\$8.75	\$4.73		\$9.85	\$5.04
49	Trauma Shears	\$9.85	\$0.87	\$0.77	\$7.00	\$0.85
50	Ring Cutter	\$5.94	\$6.33	\$3.37	\$50.00	\$11.95
51	Blade for Ring Cutter	\$2.25	\$1.20	\$0.79	\$14.10	\$4.65
52	Penlights	\$5.82/6	\$0.55	\$3.22/6	\$9.30/6	\$0.60
53	Padded Board Splints	\$49.95	\$5.25	\$1.61-\$3.99	\$4.70	\$28.00
54	SAM Splint	\$11.75	\$6.33	\$2.89	\$20.45	\$3.45
55	MDI Deluxe Extremity Vacu-Splints		\$271.87	\$189.00		\$310.00
56	Hare Traction Splint (Dyna Med)		\$171.70			\$131.78
57	LSP PEDI Immobilization Board w/carrying case	\$403.55	\$181.06			\$427.00
58	Kendrick extrication device (Ferno)	\$58.55	\$80.13		\$177.55	\$55.00
59	Bak-Pak Ultra Backboard with pins	\$148.25	\$136.66			\$159.00

Bid #2013-305 Medical Supplies Fire BID RESULTS

Item #	Description	New England Medical Supply Inc	Henry Schein Inc	Kentron Healthcare, Inc	Emed Medical	Midwest Medical Supply Co
60	Head Immobilization System (Dyna Med)	\$232.13	\$58.34			\$83.00
61	Adult MAST	\$136.89	\$398.92			\$763.83
62	Child MAST		\$417.49			\$782.73
63	Graham Megamover 1500	\$30.75	\$16.65		\$243.60/10	\$16.45
64	Scoop Stretcher (Ferno)	\$970.14	\$567.79		\$815.55	\$205.00
65	Rugged Power-Pro XT Cot	\$19,006.00				
66	All Power-Pro XT Cot accessories offered, listed and priced individually					
67	Rugged Stair Pro Chair Model 6252	\$4,464.60				
68	All Stair Chair Model 6252 accessories offered, listed and priced individually					
69	Tri-State's Centurion "Emebag" System		\$0.85	\$219.00/240	\$33.90	\$0.82
70	Emesis bio-hazard containment bags		\$4.95		\$8.50	\$7.25
71	Laerdal Stifneck Cervical Collars	\$8.39	\$224.19	\$259.00	\$183.50	\$248.00
72	Welch Allyn Thermometer model # 690-200	\$372.62	\$0.04	\$39.00/1000	\$15.50/250	\$1.10/25
73	Thermoscan PRO 3000		\$164.87			\$182.00
74	Electronic Thermometer					
75	Thermoscan PRO 300 Probe Covers		\$0.07		\$16.10/500	\$13.35/200
76	TRUETrack Glucometer	\$18.75	\$11.01		\$13.10	free w/strip award
77	Truetrack Test Strips	\$42.08/100	\$0.41		\$21.50	\$10.50/50
78	Truetrack Control Solution		\$4.13			\$7.85
79	Single Use Lancet (no pen type) 100/box	\$3.65/100	\$0.10	\$10.49/100	\$9.80	\$9.75/100
80	Broselow Pediatric Emergency Equip. Organizer					
81	Broselow Tape (Package of 5)					
82	Laerdal Pocket Mask	\$153.00/10	\$9.74		\$136.25/10	\$3.10
83	Disposable Suction Canister 1200ml	\$178.75/30	\$2.80	\$2.79	\$4.85	\$2.88
84	Disposable Prep Razor	\$62.75/100	\$0.20	\$10.39/50	\$73.00	\$17.50/50
85	3M Rechargeable Surgical Clippers	\$162.17	\$45.14		\$48.35	\$54.75
	3M Charger for 9661Clippers	\$82.14	\$45.02		\$58.65	\$54.75

Bid #2013-305 Medical Supplies Fire BID RESULTS

Item #	Description	New England Medical Supply Inc	Henry Schein Inc	Kentron Healthcare, Inc	Emcd Medical	Midwest Medical Supply Co
86	3M Blade Assembly for 9661 Clippers	\$362.19	\$3.93		\$256.90	\$4.35
87	EKG paper for LP12, 100mm wide		\$3.45	1.89/rl		\$9.20/5
88	EKG paper for LP300, 50mm wide		\$4.71			\$1.16
89	Phillips Adult Plus multifunction Defib Pads	\$336.08/10			\$524.75/10	\$17.06
90	Phillips Pedi Plus multifunction Defib Pads	\$191.75/5			\$245.70/5	\$17.06
91	Oridion Capnography, Adult Filterline Set etCO2		\$8.63		\$13.90	\$11.55
92	Oridion Capnography, Adult Smart CapnoLine		\$10.39			
			\$10.22			
93	Oridion Capnography Adult Smart CapnoLine O2					
94	Bite Stick	\$3.75/10	\$0.21	\$2.90/10	\$1.45	\$0.30
95	3 way I.V. stopcock		\$0.66		\$0.85	\$0.74
96	Sage P2 Sharp Shuttle		\$1.54			\$1.66
97	Sterile 4x4" Gauze Sponges Individually Wrapped	\$3.25/50	\$0.05	\$4.35/100	\$2.85	\$5.55/100
98	Sterile ABD Pad 5"x9" Individually Wrapped	\$5.25/25	\$0.12	\$38.00/400	\$4.50	\$2.40/25
99	Conforming Bandage 4" Wide	\$3.95/12	\$0.17	\$10.89/96	\$1.70	\$1.68/12
100	Band Aids, 1"x3" Sheer	\$1.40/100	\$0.02	\$29.00/2400	\$2.40	\$1.17/100
101	Tape(Clear) 1/2" wide Transpore	\$22.35/24	\$0.57	\$5.95/24	\$12.00	\$10.09/24
102	Emergent CPAP Circuit		\$45.72			\$31.90
103	Emergent Soft Seal Masks-Small		\$14.00			\$2.10
104	Emergent Soft Seal Masks- Med		\$14.00			\$2.10
105	Emergent Soft Seal Masks-Large		\$14.00			\$2.10
106	2 pc Bioplastic Stretcher Straps (Metal Buckle)		\$15.84			\$16.30
107	2 pc Bioplastic Straps w/ Speed Clips (M Buckle)		\$18.00			\$16.98
108	EZ-10 G3 Power Driver (Vidacare)					
109	EZ-10 15mm Needle Set (Box of 5)				\$491.80	
*110	EZ-10 25mm Needle Set (Box of 5)				\$491.80	
111	EZ-10 45mm Needle Set (Box of 5)					

Item #	Description	BonndTree Medical	Moore	Stryker	Mission Medical Supplies LLC
1	Multi-Trauma Dressing (12"x 30")	\$0.98	\$1.16		\$61.60/cs
2	Burn Sheet (Sterile 60"x 96")	\$2.60	\$2.92		
3	Triangular Bandage	\$0.23	\$0.25		
4	IV Pressure Infuser	\$11.25	\$14.87		
5	Medication Bag	\$60.00			
6	OB Kit	\$4.69	\$5.40		
7	Oral Airway Kit (Latex Free)	\$2.25/kit	\$1.99/kit		
8	Nasal Airway Kits (Latex Free)	\$2.80	\$13.94/kit		
9	Pedi End Tidal CO2 Detector (colorimetric)	\$9.58			
10	Adult End Tidal CO2 (colorimetric)	\$9.58			
11	Adult Magill Forceps	\$3.65	\$3.37		
12	Pedi Magill Forceps	\$2.89	\$3.09		
13	ET Blade Mac #0	\$6.95			
14	ET Blade Mac #1	\$6.95	\$15.55		
15	ET Blade Mac #2	\$6.95	\$15.55		
16	ET Blade Mac #3	\$6.95	\$15.55		
17	ET Blade Mac #4	\$6.95	\$15.55		
18	ET Blade Miller #0	\$6.95	\$15.55		
19	ET Blade Miller #1	\$6.95	\$15.55		
20	ET Blade Miller #2	\$6.95	\$15.55		
21	ET Blade Miller #3	\$6.95	\$15.55		
22	ET Blade Miller #4	\$6.95	\$15.55		
23	ET Adult Handle	\$7.60	\$13.57		
24	ET Pedi Handle	\$7.60	\$13.57		
25	ET Tube Holder w/ integrated Bite Block, Adult	\$2.67	\$2.74		
26	ET Tube Holder w/ integrated Bite Block, Pedi	\$2.67	\$2.74		
27	S-Scott II Portable Suction Unit	\$506.00	\$755.81		
28	V-VAC Starter Kit	\$72.50	\$70.81		
29	V-VAC Replacement Cartridge	\$17.85	\$17.44		
30	V-VAC Adapter Tips	\$21.60/pk	\$21.10/4		

27

Bid #2013-305 Medical Supplies Fire BID RESULTS

Item #	Description	BoundTree Medical	Moore	Stryker	Mission Medical Supplies LLC
31	V-VAC Double Male Connectors	\$4.74/pk	\$4.64/10		
32	V-VAC 18 F Catheters	\$10.36/pk	\$10.12/4		
33	Child Bag Valve Mask (Latex Free)	\$11.89	\$13.12		
34	Adult Bag Valve Mask (Latex Free)	\$9.11	\$9.87		
35	Infant Bag Valve Mask (Latex Free)	\$11.89	\$13.12		
36	Portable Oxygen Regulator, LSP 270-250B	\$60.29			
37	Wall Mounted Oxygen Regulator Tube Type w/ Ohmeda QC fitting	\$38.00			
38	Wall Mounted O2 Regulator (Tubeless)	\$46.95			
39	Oxygen Regulator Adapter Ohmeda Type	\$48.59	\$17.33		
40	Oxygen Wrench	\$0.22	\$3.06		
41	Economy Responder Bag (antibacterial)	\$46.50			
42	Trauma Bag	\$37.50	\$18.60		
43	ALS Field Guide	\$17.50	\$22.13		
44	ADC Multi Cuff BP Kit (Latex Free)	\$81.80			\$125.85
45	ADC BP Cuff, Adult (Latex Free)	\$14.95	\$17.42		\$25.00
46	ADC BP Cuff, Child (Latex Free)	\$14.95			\$25.00
47	ADC Stethoscope (Latex Free)	\$20.60	\$20.13		\$36.50
48	ADC Pedi Stethoscope (Latex Free)	\$4.55	\$5.00		\$6.50
49	Trauma Shears	\$1.10	\$1.25		
50	Ring Cutter	\$5.35	\$5.77		
51	Blade for Ring Cutter	\$1.30	\$1.64		
52	Penlights	\$0.68	\$3.08/6		
53	Padded Board Splints	\$32.99/ST	\$32.54/kit		
54	SAM Splint	\$5.15	\$6.64		
55	MDI Deluxe Extremity Vacu-Splints	\$292.50	\$308.35/set		
56	Hare Traction Splint (Dyna Med)	\$241.99	\$232.55		
57	LSP Pedi Immobilization Board w/carrying case	\$290.80	\$277.31		
58	Kendrick extrication device (Ferno)	\$75.00	\$97.67		\$102.50
59	Bak-Pak Ultra Backboard with pins	\$150.00	\$163.25		

Bid #2013-305 Medical Supplies Fire BID RESULTS

Item #	Description	BoundTree Medical	Moore	Stryker	Mission Medical Supplies LLC
60	Head Immobilization System (Dyna Med)	\$12.50			
61	Adult MAST	\$679.00			
62	Child MAST	\$649.00			
63	Graham Megamover 1500	\$18.50	\$19.20		
64	Scoop Stretcher (Ferno)	\$203.95			\$675.00
65	Rugged Power-Pro XT Cot	\$12,925.00	see specs	11696 no accessories	
66	All Power-Pro XT Cot accessories offered, listed and priced individually	10% OFF	see specs	various	
67	Rugged Stair Pro Chair Model 6252	\$2,818.50	see specs	2551.20 no accessories	
68	All Stair Chair Model 6252 accessories offered, listed and priced individually	10% OFF	see specs	various	
69	Tri-State's Centurion "Emebag" System	\$1.29	\$25.78/24		
70	Emesis bio-hazard containment bags	\$3.95	\$5.52		
71	Laerdal Stifneck Cervical Collars	\$245.55	\$236.86		\$280.75
72	Welch Allyn Thermometer model # 690-200	182.50/cs	\$8.15/250		
73	Thermoscan PRO 3000	\$180.00	\$174.19		\$206.42
74	Electronic Thermometer	\$0.00			
75	Thermoscan PRO 300 Probe Covers	13.59/bx	\$13.18/200		
76	TRUETrack Glucometer	20.50/bx	\$40.70/100		
77	Truetrack Test Strips	7.50/bx			
78	Truetrack Control Solution	9.15/bx	\$6.11/100		
79	Single Use Lancet (no pen type) 100/box				
80	Broselow Pediatric Emergency Equip. Organizer				
81	Broselow Tape (Package of 5)	\$4.44	\$9.49		
82	Laerdal Pocket Mask	\$2.79	\$2.87		
83	Disposable Suction Canister 1200ml	\$1.49/pk	\$0.06		
84	Disposable Prep Razor	\$79.69	\$52.21		\$188.95
85	3M Rechargeable Surgical Clippers	\$54.75	\$52.21		\$60.25
	3M Charger for 9661 Clippers				

29

Item #	Description	BoundTree Medical	Moore	Stryker	Mission Medical Supplies LLC
86	3M Blade Assembly for 9661 Clippers	\$4.30	\$4.16		\$240.00
87	EKG paper for LP12, 100mm wide	\$3.10	\$13.23/2		
88	EKG paper for LP300, 50mm wide	\$15.70/pk			
89	Phillips Adult Plus multifunction Defib Pads	\$20.58/pr	\$21.58		
90	Phillips Pedi Plus multifunction Defib Pads	\$22.00/st	\$115.35/pr		
91	Oridion Capnography, Adult Filterline Set etCO2	\$7.92	\$8.47		
92	Oridion Capnography, Adult Smart CapnoLine	\$9.25			
		\$9.12			
93	Oridion Capnography Adult Smart CapnoLine O2				
94	Bite Stick	\$0.25	\$0.23		
95	3 way I.V. stopcock	\$0.58			
96	Sage P2 Sharp Shuttle	\$1.65	\$1.62		
97	Sterile 4x4" Gauze Sponges Individually Wrapped	\$2.45/tr	\$5.38/100		\$86.50
98	Sterile ABD Pad 5"x9" Individually Wrapped	\$2.69/tr	\$2.81/25		\$55.75
99	Conforming Bandage 4" Wide	\$1.55/bx	\$2.06/12		\$13.35
100	Band Aids, 1"x3" Sheet	\$1.47/bx	\$1.34/100		\$37.82
101	Tape(Clear) 1/2" wide Transpore	\$14.55/bx	\$14.94/24		\$87.85
102	Emergent CPAP Circuit	\$33.00/pk			
103	Emergent Soft Seal Masks-Small	\$8.30			
104	Emergent Soft Seal Masks- Med	\$7.00			
105	Emergent Soft Seal Masks-Large	\$10.50			
106	2 pc Bioplastic Stretcher Straps (Metal Buckle)	\$12.00			
107	2 pc Bioplastic Straps w/ Speed Clips (M Buckle)	\$13.10			
108	EZ-IO G3 Power Driver (Vidacare)				
109	EZ-IO 15mm Needle Set (Box of 5)				
110	EZ-IO 25mm Needle Set (Box of 5)				
111	EZ-IO 45mm Needle Set (Box of 5)				

30

Joseph W. Pfeiler
EMS Coordinator



Phone (401)468-4063
Fax (401)468-4043
joseph.w.pfeiler@warwickri.com

111 Veterans Memorial Drive
Warwick, Rhode Island 02886

May 31, 2013

James Marcello
Purchasing Agent
City of Warwick

The bid for Medical Supplies, bid # 2013-305 has been carefully reviewed. The following recommendations are being made based on the companies' ability to meet or exceed the product specification and provide these supplies at the lowest price.

Boundtree Medical, LLC; Item # 6,27,36,37,38,39,40,41,43,45,46,48,70,81,82,89,90,91, 92,93,95,102,103,104,105,106 and 107.

EMED Medical Company; Item # 71 and 72.

Henry Schein Inc; Item # 8,9,10, 25, 26, 28,29,30,31,32,44,55, 57,59,60,61,62,64,73,74,84,85,86,94 and 96.

Kentron Health Care Inc; Item # 1, 2, 5,11,12,13,14,15,16,17,18,19,20,21,22,23,24,33,34,35,49,50, 51, 53, 54, 97,98,99,100 and 101.


Midwest Medical Supply Co, LLC; 3,4,7, 58, 63,87 and 88.

Moore Medical, LLC; 42,47,52,56,69,76,78 and 83.

Stryker EMS Equipment; 65, 66, 67 and 68.

The following item #'s were not awarded because there were either no bids or the bids that were submitted did not meet the specifications; 75, 77, 79,80,108,109,110 and 111.

Respectfully Submitted,


Joseph W. Pfeiler
EMS Coordinator



CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL. (401) 738-2000, ext. 6240
FAX (401) 737-2364

SCOTT AVEDISIAN
MAYOR

JAMES F. MARCELLO
PURCHASING AGENT

The following notice is to appear on the City of Warwick's website Tuesday, May 14, 2013. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid #2013-305 Medical Supplies for Fire Department (Re-bid)

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, May 14, 2013. *Please note that our office will be closed on Monday, May 27, 2013.*

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10 AM, Wednesday, May 29, 2013. The bids will be opened publicly commencing 10 AM, on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, Ext. 6241 at least 48 hours in advance of the bid opening date.

James F. Marcello
Purchasing Agent

**CITY OF- WARWICK
NOTICE TO BIDDERS**

Bid #2013-305 Medical Supplies for Fire Department (Re-bid)

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, May 14, 2013. *Please note that our office will be closed on Monday, May 27, 2013.*

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10 AM, Wednesday, May 29, 2013. The bids will be opened publicly commencing 10 AM, on the same day in the Lower Level Conference Room, Warwick City Hall.

The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope. The exterior of the envelope shall be plainly marked to include: *YOUR COMPANY NAME* and "**Bid #2013-305 Medical Supplies for Fire Department (Re-bid).**" Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

Should you have any questions, please contact Joseph Pfeiler, Warwick Fire Department, 111 Veterans Memorial Blvd., Warwick, RI at 401-468-4068.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is opened.

Any deviation from the specifications must be noted in writing and attached as part of the bid. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Prices to be held two (2) years from date of award. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this

Solicitation, which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondent's bid or response and if the respondent fails or refuses to satisfy fully all of the respondent's obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

Request for Bids

The City of Warwick is soliciting bid proposals for medical equipment which will be utilized by the fire department for emergency medical services provided by their rescue companies. All products must be **latex-free**. Please list all product numbers along with the price on the pricing page. Products with manufacturers' names and identification numbers are the preferred products any exceptions to these items must be accompanied by a product information sheet to be considered.

	ITEM	Product #	Price/Unit of Measure
1	Multi-Trauma Dressing (12"x 30")		
2	Burn Sheet (Sterile 60"x 96")		
3	Triangular Bandage		
4	IV Pressure Infuser		
5	Medication Bag		
6	OB Kit		
7	Oral Airway Kit (Latex Free)		
8	Nasal Airway Kits (Latex Free)		
9	Pedi End Tidal CO2 Detector (colormetric)		
10	Adult End Tidal CO2 (colormetric)		
11	Adult Magill Forceps		
12	Pedi Magill Forceps		
13	ET Blade Mac #0		
14	ET Blade Mac #1		
15	ET Blade Mac #2		
16	ET Blade Mac #3		
17	ET Blade Mac #4		
18	ET Blade Miller #0		
19	ET Blade Miller #1		
20	ET Blade Miller #2		
21	ET Blade Miller #3		
22	ET Blade Miller #4		
23	ET Adult Handle		
24	ET Pedi Handle		
25	ET Tube Holder w/ integrated Bite Block, Adult		
26	ET Tube Holder w/ integrated Bite Block, Pedi		
27	S-Scort II Portable Suction Unit		
28	V-VAC Starter Kit		
29	V-VAC Replacement Cartridge		
30	V-VAC Adapter Tips		
31	V-VAC Double Male Connectors		

32	V-VAC 18 F Catheters		
33	Child Bag Valve Mask (Latex Free)		
34	Adult Bag Valve Mask (Latex Free)		
35	Infant Bag Valve Mask (Latex Free)		
36	Portable Oxygen Regulator, LSP 270-250B		
37	Wall Mounted Oxygen Regulator Tube Type w/ Ohmeda QC fitting		
38	Wall Mounted O2 Regulator (Tubeless)		
39	Oxygen Regulator Adapter Ohmeda Type		
40	Oxygen Wrench		
41	Economy Responder Bag (antibacterial)	686002	
42	Trauma Bag		
43	ALS Field Guide		
44	ADC Multi Cuff BP Kit (Latex Free)	132	
45	ADC BP Cuff, Adult (Latex Free)	760	
46	ADC BP Cuff, Child (Latex Free)	762	
47	ADC Stethoscope (Latex Free)	Adscope 603	
48	ADC Pedi Stethoscope (Latex Free)	Proscope 675	
49	Trauma Shears		
50	Ring Cutter		
51	Blade for Ring Cutter		
52	Penlights		
53	Padded Board Splints		
54	SAM Splint		
55	MDI Deluxe Extremity Vacu-Splints		
56	Hare Traction Splint (Dyna Med)	FV3000	
57	LSP Pedi Immobilization Board w/carrying case	Allied Healthcare	
58	Kendrick extrication device (Ferno)	IE1250	
59	Bak-Pak Ultra Backboard with pins	EP102	
60	Head Immobilization System (Dyna Med)	DYHSDY	
61	Adult MAST	28-183492	
62	Child MAST	28-184062	
63	Graham Megamover 1500	1500	
64	Scoop Stretcher (Ferno)	Model 65	
65	Rugged Power-Pro XT Cot	Stryker EMS	
66	All Power-Pro XT Cot accessories offered, listed and priced individually		
67	Rugged Stair Pro Chair Model 6252	Stryker EMS	
68	All Stair Chair Model 6252 accessories offered, listed and priced individually		
69	Tri-State's Centurion "Emebag" System Emesis bio-hazard containment bags		
70	Laerdal Stifneck Cervical Collars	L980010	
71	Welch Allyn Therometer model # 690-200		

72	Welch Allyn probe covers #05301-101		
73	Thermoscan PRO 3000 Electronic Thermometer		
74	Thermoscan PRO 300 Probe Covers		
75	TRUETrack Glucometer		
76	Truetrack Test Strips		
77	Truetrack Control Solution		
78	Single Use Lancet (no pen type) 100/box		
79	Broselow Pediatric Emergency Equip. Organizer	AM AE4805	
80	Broselow Tape (Package of 5)	AM AE4800	
81	Laerdal Pocket Mask	L820019	
82	Disposable Suction Canister 1200ml		
83	Disposable Prep Razor		
84	3M Rechargeable Surgical Clippers		
85	3M Charger for 9661 Clippers		
86	3M Blade Assembly for 9661 Clippers		
87	EKG paper for LP12, 100mm wide		
88	EKG paper for LP300, 50mm wide		
89	Phillips Adult Plus multifunction Defib Pads	M3713A	
90	Phillips Pedi Plus multifunction Defib Pads	M3717A	
91	Oridion Capnography, Adult Filterline Set etCO2	11996-000081	
92	Oridion Capnography, Adult Smart CapnoLine	11996-000111	
93	Oridion Capnography Adult Smart CapnoLine O2	11996-000126	
94	Bite Stick		
95	3 way I.V. stopcock		
96	Sage P2 Sharp Shuttle		
97	Sterile 4x4" Gauze Sponges Individually Wrapped		
98	Sterile ABD Pad 5"x9" Individually Wrapped		
99	Conforming Bandage 4" Wide		
100	Band Aids, 1"x3" Sheer		
101	Tape(Clear) ½" wide Transpore		
102	Emergent CPAP Circuit	1900-124	
103	Emergent Soft Seal Masks-Small	1900-222	
104	Emergent Soft Seal Masks- Med	1900-333	
105	Emergent Soft Seal Masks-Large	1900-444	
106	2 pc Bioplastic Stretcher Straps (Metal Buckle)		
107	2 pc Bioplastic Straps w/ Speed Clips (M Buckle)	B1134	
108	EZ-IO G3 Power Driver (Vidacare)	9058	
109	EZ-IO 15mm Needle Set (Box of 5)	9018	
110	EZ-IO 25mm Needle Set (Box of 5)	9001	
111	EZ-IO 45mm Needle Set (Box of 5)	9079	

All bid prices will be in effect for a two-year period and will include all shipping and delivery fees. Delivery will be made to the Warwick Fire Department at 111 Veterans Memorial Drive, Warwick, RI 02886.

Any questions pertaining to these specifications should be referred to the EMS Coordinator of the Warwick Fire Department Joseph Pfeiler at 401-468-4063.

CITY OF WARWICK

BID AND CONTRACT FORM

**TITLE OF SPECIFICATION: Bid #2013-305 Medical Supplies for Fire Department
(Re-bid)**

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

Pricing as Submitted

PLEASE SUBMIT THIS PAGE WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____ *

*Please include your email address. Future bids will be emailed, unless otherwise noted.

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

BID #2013-305

PURCHASING AGENT

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302 (*330301)

Trisha K. Pohlmann DATE: 5/19/2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54817	Stretcher	06-007331	Proflex 93	2006	Fair
Y	54818	Stretcher	06-007332	Proflex 93	2006	Fair
Y	54819	Stretcher	06-007335	Proflex 93	2006	Fair
Y	54820	Stretcher	06-007336	Proflex 93	2006	Fair
Y	*55700	Stretcher	07-035331	Proflexx 93P	2007	Fair
Y	55701	Stretcher	07-035333	Proflexx 93P	2007	Fair
Y	56846	Stretcher	07-057060	Proflexx 5640	2007	Fair
Y	56849	Stretcher	07-062952	Proflexx 5640	2007	Fair

Disposal Comments: These stretchers will be traded, at a value of \$300 each, for the same number of new ones (14 total) with equivalent features. Equipment is aged 7-8 years.

INFORMATION TECHNOLOGY (IT Technician): N/A
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 5/20/2014
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6224

County Administrator's Report 13. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Purchase of 35 Cardiac Monitors, with Trade-In, for the EMS Division

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of 35 Cardiac Monitors, with Trade-In, for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of 35 cardiac monitors for the Public Safety Department, Emergency Medical Services (EMS) Division:

- A. Authorize the County to piggyback off of the NASPO (National Association of State Procurement Officials) Cooperative Contract #SW300, for the purchase of 35 LifePak 15 cardiac monitors;
- B. Authorize the issuance of a Purchase Order to Physio-Control (Vendor #164035), the equipment manufacturer, in the amount of \$948,718.15, for 35 LifePak 15 cardiac monitors; and
- C. Approve the 5 Request for Disposition of Property Forms, allowing the Public Safety Department to trade in 35 LifePak 12 cardiac monitors toward the purchase of the LifePak 15 cardiac monitors.

[Funding Source: Fund 408, Emergency Medical Service Fund]

BACKGROUND:

Escambia County's entire inventory of cardiac monitor/defibrillators is quickly reaching the end of life expectancy and soon will be irreparable or too costly to properly maintain. Physio-Control currently produces the LifePak 15 cardiac monitor. This monitor's operation and functionality is almost identical to that with which our EMTs and Paramedics are well trained and experienced. Additionally, we have maintained a standardized inventory of Physio-Control cardiac monitors for the last 30 years. During this period other manufacturer's models have been field tested but have not met the qualities we have enjoyed with the Physio products. These qualities include demonstrated durability, ease of transition and communication with area hospital equipment, and exceptional onsite repair and maintenance.

The ability to piggyback off of the NASPO contract will allow us to purchase these monitors directly from the manufacturer and allow for the maximum trade-in allowance.

BUDGETARY IMPACT:

Funding is available in Fund 408, Emergency Medical Service Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Public Safety Department will submit a purchase requisition to the Office of Purchasing for issuance of a Purchase Order. In addition, the Department will coordinate with the manufacturer with regard to the trade-in equipment.

Attachments

NASPO #SW300 Physio Bid

Dispo LifePak Tradein



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

Thank you for considering Physio-Control

To: Chief Kostic
 Escambia Co EMS
 6575 North W Street
 Pensacola, FL 32505
 850-471-6426
 pjkostic@myescambia.com

Quote # 41768.67891
 Quote Date: 5/9/2014
 Sales Consultant: Tom Murphy
 Contact Information: 904-687-7934

FOB: Destination
 Terms: Net 30

Contract: NASPO #SW300

Expiration: 8/7/2014

Cat Number	Description	Qty	List Price	Contract Disc	Cash Disc	Unit Net	Ext Total
Trade-In: LIFEPAK 12 Biphasic - 3 Feature		35		Trade-Against: Lifepak 15		\$ 5,000.00	\$ (175,000.00)
99577-001285	LIFEPAK 15 V2 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, ShipKit	35	\$ 20,995.00	\$ 4,499.25		\$ 25,495.75	\$ 892,351.25
21330-001176	LP 15 Lithium-Ion Battery 5.7 amp hrs	140	\$ 424.00	\$ 82.24		\$ 341.76	\$ 47,848.40
11140-000052	LP16 REDI-CHARGE Adapter Tray	35	\$ 165.00	\$ 31.79		\$ 133.21	\$ 5,362.35
11171-000040	M-LNCS Pdx, Pediatric Adhesive Sensor, 16-inch, 20/box	15	\$ 360.00	\$ 52.33		\$ 307.67	\$ 4,485.05
11171-000048	M-LNCS DCI, Adult Reusable Sensor, 1/box	35	\$ 295.00	\$ 51.61		\$ 243.39	\$ 8,518.65
11677-000002	LIFEPAK 15 Basic carry case w/ right & left pouches INCLUDED AT NO CHARGE: 11677-000001 Shoulder Strap	35	\$ 264.00	\$ 56.55		\$ 207.45	\$ 7,890.75
11260-000039	LIFEPAK 15 Carry case back pouch	35	\$ 73.00	\$ 14.38		\$ 58.62	\$ 2,051.70
LP15-OSCOMP-3up	3 YEAR. On-site Comprehensive Coverage. Price per unit. Pricing contingent on payment in full up front.	35	\$ 4,435.20			\$ 4,435.20	\$ 155,232.00
50989-000117	Zone1: (1 to 25Mi) or (1 to 40Km)	35	\$ -			\$ -	\$ -

Shipping and Handling	\$ -
List Price	\$ 1,298,962.00
Total Discounts	\$ 350,243.85
Grand Total	\$ 948,718.15

Version FY14Q4 v1

This quote is a budgetary quote used to communicate contracted pricing. Final pricing will be per the active pricing on the contract at the time of order.
 Contract eligibility will be reviewed at the time of order and is required to receive contracted pricing.
 Terms of Sale are per the contract referenced above. The terms of the contract supersede any terms listed on this quote or any customer documents.
 Provided the above terms are met, an order may be placed by submitting this budgetary quote along with a purchase order.
 Orders may be subject to taxes, shipping and handling fees.



**State of Oklahoma
Department of Central Services
Central Purchasing**

**Notice of Statewide Contract
Award**

Official signed contract documents are on file with DCS-Central Purchasing.

Contract Title: AED Defibrillators, Advanced Life Support, and Chest Compression Units

Statewide Contract #: SW300

Contract Issuance Date: 4-1-2011

Total Number of Vendors: 6 (For details see: Vendor Information Sheet)

Contract Period: 4/1/2011 to 3/31/2012

Agreement Period: 4/1/2011 to 3/31/2017

Authorized Users: All State Departments, Boards, Commissions, Agencies, and Institutions. Counties, Schools districts, and Municipalities can also use this contract.

Contract Priority: Mandatory

Type of Contract: pricing for each vendor varies as per vendor response

DCS-CP Contact: Florian Giza

Phone: 1 - 405 - 522 - 1037

Title: Certified Procurement Officer

Fax: 1 - 405 - 522 - 1078

Email: Florian_giza@dcs.state.ok.us



**State of Oklahoma
Department of Central Services
Central Purchasing**

Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 04/01/2011

Statewide Contract #: SW300

Contract Title: AED - Automated Electronic Defibrillators

Addendum Date: March 18, 2014

Addendum #: 16

This contract has been renewed by all Vendors for the Contract Period of April 1, 2014 through March 31, 2015. Additionally, please see updates as listed by Vendor below.

Philips Healthcare – Updated pricing is attached as well as the addition of a distributor. Philips has announced pricing for Service Agreements. Information and pricing is attached.

AED Institute – State of Hawaii only
3375 Koapaka St. Suite H406
P.O. Box 542
Kailua HI 96734
Contract Pamela Foster
Cell: 808-388-5911
Office: 808-440-8988
Email: pfosterrn@me.com

Zoll Medical Corporation – Updated pricing is attached and announces the following Distributor updates:

Sun Surgical Supply – Added for all states except Virginia
302 NW 6th Street
Gainesville, FL 32601
Contact: Darrell Johnson
djohnson@sunsurgical.com
Office: 352-377-2696
Cell: 352-258-1940

Southern Police Equipment Co, Inc – Added for the State of Virginia only
7809 Midlothian Turnpike
North Chesterfield, VA 23235
Contact: Walter Clark
Phone: 804-323-1855 x 202
walter@southernpoliceequipment.com

CPR Consultants – State of Virginia
Updated Phone #: 919-850-9595

Physio-Control – Updated pricing is attached.

Heartsine – Added a Distributor for the State of Montana:

AED Everywhere, Inc.
3241 Nife Court
Fort Collins, CO 80525
Contact Person: Dave Robertson
877-751-5300 ext 802
dave@aedeverywhere.com

Cardiac Science – Cardiac Science has added the following Distributor for the following states: Arkansas, Iowa, Missouri, Oklahoma, North Dakota and South Dakota.

Cardiac Life Products, Inc.
PO Box 25755
Rochester, NY 14625
Contact Person: Nancy Marone
Email: nmarone@nysaed.com
Cardiac Life Toll Free: 866-710-1970
Cardiac Life Fax: 585-267-5218

For questions regarding this contract, please contact:

Laura Bybee
Statewide Initiatives Contract Officer
laura.bybee@omes.ok.gov
Phone: 405-522-1037

Physio-Control

Product Category	Catalog Number	Catalog Product Description	List Price	2014 NASPO Price
LIFEPAK15	99577-001252	LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	\$22,595.00	\$ 19,781.92
LIFEPAK15	99577-001258	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$25,195.00	\$ 22,058.22
LIFEPAK15	99577-001253	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	\$26,195.00	\$ 22,933.72
LIFEPAK15	99577-001255	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$29,995.00	\$ 26,260.62
LIFEPAK15	99577-001256	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$33,295.00	\$ 29,149.77
LIFEPAK15	99577-001257	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$36,595.00	\$ 32,038.92
LIFEPAK15	99577-001238	LIFEPAK 15 Bluetooth	\$13,595.00	\$ 11,902.42
LIFEPAK15	99577-001242	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	\$18,195.00	\$ 15,929.72
LIFEPAK15	99577-001241	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	\$20,395.00	\$ 17,855.82
LIFEPAK15	99577-001246	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	\$22,895.00	\$ 20,044.57
LIFEPAK15	99577-001245	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	\$27,195.00	\$ 23,809.22
LIFEPAK15	99577-001268	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	\$28,395.00	\$ 24,859.82
LIFEPAK15	99577-001243	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$20,995.00	\$ 18,381.12
LIFEPAK15	99577-001247	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$31,895.00	\$ 27,924.07
LIFEPAK15	99577-001249	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$35,195.00	\$ 30,813.22
LIFEPAK15	99577-001250	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$38,495.00	\$ 33,702.37
LIFEPAK15	99577-001213	LIFEPAK 15 Nellcor and Masimo SpO2, Bluetooth	\$15,895.00	\$ 13,916.07
LIFEPAK15	99577-001214	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	\$18,795.00	\$ 16,455.02
LIFEPAK15	99577-001215	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$21,595.00	\$ 18,906.42
LIFEPAK15	99577-001216	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	\$23,495.00	\$ 20,569.87
LIFEPAK15	99577-001275	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$30,595.00	\$ 26,785.92
LIFEPAK15	99577-001221	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$32,495.00	\$ 28,449.37
LIFEPAK15	99577-001217	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$31,245.00	\$ 27,355.00

LIFEPAK15	99577-001218	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$34,545.00	\$	30,244.15
LIFEPAK15	99577-001219	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$37,845.00	\$	33,133.30
LIFEPAK15	99577-001259	LIFEPAK 15 Standard	\$13,595.00	\$	11,902.42
LIFEPAK15	99577-001260	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP	\$21,495.00	\$	18,818.87
LIFEPAK15	99577-001261	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2	\$22,895.00	\$	20,044.57
LIFEPAK15	99577-001262	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead	\$27,195.00	\$	23,809.22
LIFEPAK15	99577-001263	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead, EtCO2	\$29,995.00	\$	26,260.62
LIFEPAK15	99577-001264	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead, EtCO2	\$33,295.00	\$	29,149.77
LIFEPAK15	99577-001265	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet NIBP, 12-Lead, EtCO2	\$36,595.00	\$	32,038.92
LIFEPAK15	99577-001292	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temperature	\$34,545.00	\$	30,244.15
LIFEPAK15	99577-001266	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, EtCO2, 2 Invasive Pressure Channels	\$38,495.00	\$	33,702.37
Defibrillator/monitor	70507-000061	LIFEPAK 20e Defibrillator/Monitor	\$8,895.00	\$	7,787.57
Defibrillator/monitor	70507-000080	LIFEPAK 20e Defibrillator/Monitor with Pacing Package	\$10,195.00	\$	8,925.72
Defibrillator/monitor	70507-000091	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo)	\$11,495.00	\$	10,063.87
Defibrillator/monitor	70507-000081	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo and Legacy Nellcor enabled))	\$11,895.00	\$	10,414.07
Accessory	11141-000112	LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	\$281.00	\$	246.18
AED	99425-000023	LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery & electrodes	\$2,595.00	\$	2,018.80
AED	99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes	\$3,195.00	\$	2,249.52
Accessory	99996-000117	LP1000 Trainer	\$995.00	\$	897.26
Accessory	11141-000100	LMnO2 Non-Rechargeable Battery	\$334.00	\$	274.00
Accessory	11425-000007	BAG ASSEMBLY, NO STRAP, LIFEPAK 1000	\$125.00	\$	105.51
Accessory	11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	\$304.00	\$	246.14
Accessory	11425-000012	LIFEPAK 1000 Replacement Shoulder Strap for carry case	\$38.00	\$	32.51
Accessory	11111-000016	3-Wire ECG Cable	\$224.00	\$	185.76
Accessory	11425-000001	Accessory pouch for 3-wire cable and/or other accessories	\$58.00	\$	46.45
Accessory	11250-000052	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	\$65.00	\$	53.87
Accessory	26500-002156	Quick Reference Instruction Card LIFEPAK 1000	\$6.00	\$	5.41
Accessory	26500-001964	LIFEPAK 1000 Operating Instructions	\$16.00	\$	13.93

AED	80403-000148	LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt	\$2,195.00	\$	1,436.85
AED	80403-000149	LIFEPAK CR Plus AED Kit Fully automatic AHA voice prompt	\$2,395.00	\$	1,596.50
AED	80427-000134	LIFEPAK Express Semi-automatic. Incl 1 pair of QUICK-Pak electrodes	\$1,695.00	\$	1,230.85
Accessory	11260-000015	LIFEPAK CR Plus Hard shell carry case	\$235.00	\$	195.06
Accessory	21300-004576	LIFEPAK CR Plus Carrying case	\$66.00	\$	54.80
Disposable	11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes	\$107.00	\$	96.49
Disposable	11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes	\$88.00	\$	78.95
Accessory	11210-0-000021	Wall mount bracket for LIFEPAK CR Plus	\$94.00	\$	77.10
Accessory	21300-006587	CENTRAL ALARM SWITCH for CR Plus	\$50.00	\$	43.28
Accessory	11250-000073	LIFEPAK CR Plus Training System	\$340.00	\$	277.71
Accessory	11260-000014	LIFEPAK CR Plus Training System replacement carry case	\$34.00	\$	27.87
Disposable	11250-000015	LIFEPAK CR Plus Training System replacement training electrodes	\$36.00	\$	29.73
Accessory	26500-001156	LIFEPAK CR Plus Operating Instructions: LIFEPAK CR Plus Training System	\$16.00	\$	13.93
Accessory	26500-001361	LIFEPAK CR Plus Operating Instructions	\$16.00	\$	13.93
Accessory	26500-001421	LIFEPAK CR Plus Service Manual CD Rom	\$71.00	\$	58.52
LUCAS	99576-000024	LUCAS 2, 2.1 SW Chest Compression System	\$14,495.00	\$	12,690.37
Accessory	11576-000070	LUCAS 2 Rubber Bumper	\$37.00	\$	31.56
Accessory	11996-000285	LUCAS 1 Regulator	\$562.00	\$	463.48
Accessory	11576-000035	LUCAS 1 Carry Bag (Backpack)	\$520.00	\$	441.19
Accessory	21996-000061	LUCAS 1 Extension Hose	\$303.00	\$	255.42
Accessory	11996-000278	LUCAS 1 Connector - Chemtron Air	\$328.00	\$	268.43
Accessory	11996-000279	LUCAS 1 Connector - Ohmeda Air	\$328.00	\$	268.43
Accessory	11996-000280	LUCAS 1 Connector - Puritan Bennet Air	\$328.00	\$	268.43
Accessory	11996-000281	LUCAS 1 Connector - Diss Air	\$328.00	\$	268.43
Accessory	11996-000282	LUCAS 1 Connector - Schrader Air	\$328.00	\$	268.43
Accessory	11996-000283	LUCAS 1 Connector - Oxequip Air	\$328.00	\$	268.43
Accessory	11576-000064	LUCAS PCI BACK PLATE	\$3,278.00	\$	2,786.45
Accessory	11576-000052	Back Plate Grip Tape	\$39.00	\$	32.51
Accessory	11576-000053	Back Plate Grip Tape (3 pack)	\$102.00	\$	83.60
Accessory	11576-000050	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	\$96.00	\$	78.95
Accessory	11576-000051	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	\$256.00	\$	208.99
Accessory	21996-000064	LUCAS Stabilization Strap	\$90.00	\$	74.31
Accessory	11576-000037	LUCAS Stabilization Strap (4 pack)	\$339.00	\$	278.65

Accessory	11576-000038	LUCAS 2 Carrying Bag	\$311.00	\$	255.42
Accessory	11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	\$132.00	\$	111.46
Accessory	11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	\$472.00	\$	399.40
Accessory	11576-000060	LUCAS 2 Stand-alone Battery Charger	\$1,065.00	\$	877.74
Accessory	11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	\$672.00	\$	552.64
Accessory	11576-000040	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo) (4 pack)	\$2,413.00	\$	1,992.32
Accessory	11576-000055	LUCAS 2 Power Supply Cord	\$339.00	\$	264.72
Accessory	11576-000048	LUCAS 2 12V Car Cable	\$126.00	\$	102.18
Accessory	26500-003084	LUCAS 2, 2.0 SW, INSTRUCTION FOR USE, EN	\$36.00	\$	31.52
Accessory	26500-003434	LUCAS 2, 2.1 Chest Compression System - Instructions for Use, U.S. English	\$36.00	\$	18.94
Disposable	11101-000003	AED Trainer new style training electrodes (5 pr)	\$38.00	\$	33.37
Disposable	11101-000004	AED training electrode set - (5pr), cable & pouch	\$66.00	\$	57.59
Accessory	11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	\$29.00	\$	24.15
Disposable	11250-000042	Replacement infant/child AED training electrodes	\$37.00	\$	32.46
Accessory	11250-000043	Cable/connector assembly/pouch for infant/child AED training electrodes	\$44.00	\$	32.51
Disposable	11250-000045	Infant/child AED training electrodes training set	\$66.00	\$	57.59
Accessory	11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	\$300.00	\$	246.18
Accessory	11998-000293	Wall Cabinet - Fully-recessed for AED, 1.5" Trim	\$256.00	\$	191.17
Accessory	11220-000076	Wall Cabinet, standard, surface mount, SS	\$515.00	\$	420.75
Accessory	11220-000077	Wall Cabinet, standard, semi-recessed, SS	\$465.00	\$	383.60
Accessory	11220-000078	Wall Cabinet, small, fully recessed, SS	\$443.00	\$	365.02
Accessory	11210-000026	AED Wall Cabinet with alarm, fire rated - semi-recessed, rolled edges	\$443.00	\$	366.88
Accessory	11220-000083	AED Wall Cabinet with alarm and strobe -surface mount, rolled edges	\$377.00	\$	311.15
Accessory	11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edges	\$306.00	\$	252.64
Accessory	11210-000027	AED Wall Cabinet with alarm, fire rated - recessed, square edges	\$421.00	\$	348.30
Accessory	11220-000084	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	\$536.00	\$	420.75
Accessory	11210-000028	AED Floor Stand Cabinet with alarm- White	\$1,002.00	\$	851.72
Accessory	11210-000029	AED Floor Stand Cabinet with alarm- Grey	\$1,039.00	\$	885.16
Accessory	21300-006797	AED Cabinet Window replacement kit	\$41.00	\$	27.87
Accessory	11998-000327	AED Wall Sign Ilcor w/logo, Flat 8x10	\$23.00	\$	20.14
Accessory	11998-000328	AED Wall Sign Ilcor w/logo, T-mount, 8x10	\$31.00	\$	27.14
Accessory	11998-000329	AED Wall Sign Ilcor w/logo, Tent, 7x8	\$31.00	\$	27.14
Accessory	11998-000330	AED Wall Sign Traditional w/logo, Flat, 8x10	\$23.00	\$	20.14

Accessory	11998-000331	AED Wall Sign Traditional w/logo, T-mount, 8x10	\$31.00	\$	27.14
Accessory	11998-000332	AED Wall Sign Traditional w/logo, Tent, 7x8	\$31.00	\$	27.14
Accessory	11998-000333	AED Wall Sign Traditional w/o logo, T-mount, 8x10	\$31.00	\$	27.14
Accessory	26500-000185	AED Instruction Card (laminated easy reference)	\$6.00	\$	5.41
Accessory	11998-000320	Ambu Res-Cue Key First Responder Kit	\$33.00	\$	26.94
Accessory	11998-000321	Ambu Res-Cue Mask First Responder Kit	\$41.00	\$	34.36
Accessory	26996-000014	AED Challenge Web-enabled	\$15.00	\$	37.15
Accessory	11250-000096	LIFEPAK 500 AED Training System	\$451.00	\$	277.71
Accessory	11141-000158	LP500 SLA Battery	\$291.00	\$	247.99
Accessory	11141-000159	LP500 Battery Replacement kit	\$313.00	\$	266.02
Accessory	11230-000001	LIFEPAK 500 AED to PC cable	\$60.00	\$	46.45
Accessory	11230-000002	LIFEPAK 500 AED to printer cable (Epson LX300 only)	\$59.00	\$	46.45
Accessory	11210-000001	Wall mount bracket for AED	\$104.00	\$	85.46
Accessory	11150-000001	LIFEPAK 500 AED to modem cable	\$59.00	\$	46.45
Accessory	11998-000012	LIFEPAK 500 Replacement strap for carrying case	\$40.00	\$	32.51
Accessory	11998-000014	LIFEPAK 500 Complete soft shell carrying case	\$147.00	\$	116.10
Accessory	11998-000021	LIFEPAK 500 Hard-shell carrying case (Pelican)	\$303.00	\$	238.70
Accessory	11250-000004	LIFEPAK 500T Replacement carry case	\$70.00	\$	58.52
Accessory	11250-000006	LIFEPAK 500T Replacement simulated battery pak	\$33.00	\$	26.00
Accessory	21501-000158	LIFEPAK 500T Replacement analyze key cover labels	\$7.00	\$	5.57
Accessory	26500-000036	LIFEPAK 500 Service Manual CD-Rom	\$74.00	\$	58.52
Accessory	11140-000002	Battery charger for LIFEPAK 500 rechargeable SLA battery pak	\$224.00	\$	173.69
Accessory	26500-001008	LIFEPAK 500T Operating Instructions	\$10.00	\$	8.36
Accessory	26500-001009	LIFEPAK 500 Operating Manual	\$15.00	\$	13.01
Accessory	21330-001058	LIFEPAK 500 DPS complete soft shell carrying case with "stealth" surface	\$185.00	\$	146.75
Accessory	26500-000037	LIFEPAK 500 In-service Video	\$15.00	\$	13.01
Accessory	11141-000002	LIFEPAK 500 rechargeable sealed lead acid battery pak	\$191.00	\$	147.68
Accessory	11110-000049	QUIK-COMBO cable LIFEPAK 500 to FAST-PATCH electrode	\$361.00	\$	282.36
Accessory	11110-000050	Setup Transfer cable for LIFEPAK 500	\$60.00	\$	46.45
Accessory	11150-000010	External Modem for connection to LIFEPAK 500	\$288.00	\$	242.43
Accessory	11241-000001	Epson LX300 Plus Dot Matrix Printer	\$245.00	\$	209.91
Accessory	11220-000025	Battery pouch for the LIFEPAK 500	\$57.00	\$	43.66
Accessory	11400-000038	LIFEPAK 12 AC Power Adapter	\$1,595.00	\$	794.14

Accessory	11110-000051	Power Adapter extension cable for LIFEPAK 12 power adapter	\$128.00	\$	90.09
Accessory	11210-000002	BSS2 wall mount bracket	\$114.00	\$	87.31
Accessory	99996-000009	Mobile Battery Service Station (MBSS)	\$1,997.00	\$	1,323.57
Accessory	99996-000010	MBSS wall bracket for vertical or horizontal mounting	\$137.00	\$	110.52
Accessory	99996-000011	MBSS 12 volt DC cable	\$118.00	\$	64.09
Accessory	11141-000068	LIFEPAK 20 NiMH rechargeable internal battery	\$169.00	\$	138.39
Accessory	11141-000149	LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	\$304.00	\$	194.12
Accessory	11141-000028	LIFEPAK SLA Battery	\$229.00	\$	187.62
Accessory	11577-000004	Station Battery Charger - For the LP15	\$1,682.00	\$	1,388.58
Accessory	11577-000011	Mobile Battery Charger - FOR THE LP15	\$1,830.00	\$	1,509.33
Accessory	21330-001176	LP15 Lithium-ion Battery 5.7 amp hrs	\$424.00	\$	352.02
Accessory	11141-000106	LIFEPAK 12 Li-ion Battery	\$407.00	\$	356.20
Accessory	11141-000115	REDI-CHARGE Base	\$1,374.00	\$	1,167.79
Accessory	11141-000116	LIFEPAK 12 REDI-CHARGE Adapter Tray	\$180.00	\$	157.81
Accessory	11140-000052	LIFEPAK 15 REDI-CHARGE Adapter Tray	\$185.00	\$	157.81
Accessory	11140-000072	AC Power Adapter	\$1,524.00	\$	1,295.84
Accessory	11140-000074	DC Power Adapter	\$1,851.00	\$	1,573.58
Accessory	11110-000052	FAST-PATCH adapter cable for use w/QC therapy cable for LP12 & LP20	\$277.00	\$	242.51
Accessory	11577-000019	LP15 Power Attachment Kit	\$52.00	\$	44.19
Accessory	11140-000015	AC Power Cord	\$73.00	\$	62.22
Accessory	11140-000080	Extension Cable (5ft 3 in)	\$274.00	\$	232.21
Accessory	11140-000081	Right angle cable (10in) included with ACPA & DCPA	\$274.00	\$	232.21
Accessory	11260-000030	LIFEPAK 12 Basic carry case w/strap, right & left pouches	\$284.00	\$	232.21
Accessory	11260-000029	LIFEPAK 12 Carry case back pouch - expandable	\$77.00	\$	64.09
Accessory	21300-007203	LIFEPAK 12 Replacement carry case right pouch	\$79.00	\$	65.95
Accessory	21300-007201	LIFEPAK 12 Replacement carry case left pouch	\$87.00	\$	72.45
Accessory	21300-006361	LIFEPAK 12 Carry case base & side supports	\$132.00	\$	106.81
Accessory	11260-000037	LIFEPAK12 Shoulder Strap replacement	\$31.00	\$	26.00
Accessory	11220-000033	LIFEPAK 12 Front cover	\$37.00	\$	30.65
Accessory	11998-000063	LIFEPAK 12 Removable acrylic screen shield	\$46.00	\$	39.01
Accessory	11220-000028	Top Pouch for the LP12/LP15	\$50.00	\$	42.72
Accessory	11260-000032	Carrying Case of the LIFEPAK 12 with AC Power Adapter	\$300.00	\$	246.14
Accessory	11260-000033	Carrying Case for the LIFEPAK 12 with Voice Recorder	\$300.00	\$	246.14
Accessory	21300-007203	Right Pouch Replacement (Note: Included with basic case)	\$79.00	\$	65.95

Accessory	11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	\$284.00	\$	232.21
Accessory	11260-000039	LIFEPAK 15 Carry case back pouch	\$73.00	\$	60.38
Accessory	11577-000001	LIFEPAK 15 Shoulder strap	\$32.00	\$	26.00
Accessory	11996-000157	LIFESTAND mobile roll stand	\$842.00	\$	695.69
Accessory	11996-000374	LP15 bed Connector	\$133.00	\$	112.72
Accessory	11260-000016	QUIK-COMBO Accessory pouch for LP20	\$54.00	\$	47.28
Accessory	11260-000018	LP20 Basic Carry Case	\$141.00	\$	123.45
Accessory	11260-000020	LP20 Top Pouch	\$58.00	\$	50.78
Accessory	21330-000996	ASSY-LP20 DOCKING STATION	\$338.00	\$	295.92
Accessory	11996-000309	Surface mount bracket	\$970.00	\$	673.40
Accessory	11130-000001	Standard hard paddles for use w/LIFEPAK 12	\$623.00	\$	510.86
Accessory	11130-000037	LIFEPAK 20E Standard Adult Detachable Hard Paddles	\$711.00	\$	556.36
Accessory	11130-000061	Standard hard paddles for use w/LIFEPAK 15	\$702.00	\$	510.86
Accessory	11133-000007	Pediatric paddle, external 1ea (2 required) multi-language	\$81.00	\$	69.44
Accessory	11131-000001	Internal paddle handles w/discharge control for use with LIFEPAK 12 or LIFEPAK 20	\$638.00	\$	574.93
Accessory	11131-000010	Internal paddles - 1" size (6.25" shaft length)	\$174.00	\$	156.91
Accessory	11131-000011	Internal paddles - 1.5" size (6" shaft length)	\$174.00	\$	156.91
Accessory	11131-000012	Internal paddles - 2" size (5.75" shaft length)	\$174.00	\$	156.91
Accessory	11131-000013	Internal paddles - 2.5" size (5.75" shaft length)	\$174.00	\$	156.91
Accessory	11131-000014	Internal paddles - 3.5" size (5" shaft length)	\$174.00	\$	156.91
Accessory	11131-000019	Internal paddles - 2.5" size (8.5" shaft length)	\$174.00	\$	156.91
Accessory	11131-000021	Internal paddles - 1.5" size (9" shaft length)	\$174.00	\$	156.91
Accessory	11131-000022	Internal paddles - 2" size (8.75" shaft length)	\$174.00	\$	156.91
Accessory	11131-000023	Internal paddles - 3.5" size (8" shaft length)	\$174.00	\$	156.91
Accessory	11131-000024	Internal paddles - 1.5" size (14.25" shaft length)	\$174.00	\$	156.91
Accessory	11998-000326	LIFEPAK 15 internal paddles adapter cable	\$299.00	\$	261.77
Accessory	21300-005847	Signigel, gel	\$4.00	\$	3.61
Accessory	11110-000040	QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	\$344.00	\$	283.29
Accessory	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	\$344.00	\$	283.29
Accessory	11103-000005	Zoll Adapter - converts Zoll connector to QUIK-COMBO	\$58.00	\$	48.30
Accessory	11103-000006	Philips Adapter - converts Philips connector to QUIK-COMBO	\$58.00	\$	48.30
Accessory	11103-000007	Laerdal Adapter - converts Laerdal connector to QUIK-COMBO	\$175.00	\$	48.30
Accessory	11103-000008	R2 Adapter - converts R2 connector to QUIK-COMBO connector	\$218.00	\$	48.30

Accessory	11111-000022	12 Lead ECG, Precordial Leads (AHA)	\$132.00	\$	115.43
Accessory	11111-000020	8ft Trunk cable with AHA limb leads	\$334.00	\$	292.17
Accessory	11111-000018	5ft Trunk cable with AHA limb leads	\$330.00	\$	288.56
Accessory	21300-008054	4-Wire Cable Comb (10- Pack)	\$49.00	\$	13.53
Accessory	21300-008055	6-Wire Cable Comb (10- Pack)	\$49.00	\$	13.53
Accessory	11110-000029	3-lead ECG cable for LIFEPAK 12 or LIFEPAK 20	\$126.00	\$	102.18
Accessory	11110-000066	5-Lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	\$224.00	\$	184.83
Disposable	11240-000013	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	\$17.00	\$	14.86
Disposable	11240-000016	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	\$18.00	\$	15.79
Accessory	11150-000007	Modem cable - 6' LIFEPAK 12 to external modem	\$111.00	\$	91.95
Accessory	11150-000008	Modem cable - 10' LIFEPAK 12 to external modem	\$135.00	\$	96.59
Accessory	11150-000009	Modem door assembly	\$60.00	\$	48.30
Accessory	11150-000015	Internal modem (pc card modem)	\$303.00	\$	255.42
Accessory	11110-000044	Analog ECG output cable	\$137.00	\$	111.46
Accessory	11996-000369	Monitor to PC USB Cable for connecting LIFEPAK 12 or LIFEPAK 15 to a PC	\$266.00	\$	190.41
Accessory	11230-000020	Serial port cable	\$138.00	\$	91.95
Accessory	11996-000125	LIFEPAK 12 NIBP Hose, coiled 9'	\$54.00	\$	44.58
Accessory	11996-000033	LIFEPAK 12 NIBP Hose, 9'	\$54.00	\$	44.58
Accessory	11996-000089	LIFEPAK 12 NIBP Hose, 12'	\$54.00	\$	44.58
Accessory	21300-007300	LIFEPAK 15 NIBP Hose, 9' coiled	\$54.00	\$	44.58
Accessory	21300-007298	LIFEPAK 15 NIBP Hose, 9'	\$54.00	\$	44.58
Accessory	21300-007299	LIFEPAK 15 NIBP Hose, 12'	\$54.00	\$	44.58
Accessory	11160-000001	NIBP Cuff-Reusable, Infant	\$21.00	\$	16.72
Accessory	11160-000003	NIBP Cuff-Reusable, Child	\$24.00	\$	19.51
Accessory	11160-000005	NIBP Cuff-Reusable, Adult	\$29.00	\$	24.15
Accessory	11160-000007	NIBP Cuff-Reusable, Lg Adult	\$32.00	\$	26.94
Accessory	11160-000009	NIBP Cuff-Reusable Adult X large	\$47.00	\$	41.15
Disposable	11160-000002	NIBP Cuff-Disposable Infant	\$8.00	\$	7.21
Disposable	11160-000004	NIBP Cuff-Disposable Child	\$9.00	\$	8.12
Disposable	11160-000006	NIBP Cuff-Disposable Adult	\$11.00	\$	9.92
Disposable	11160-000008	NIBP Cuff-Disposable Large Adult	\$11.00	\$	9.92
Disposable	11160-000010	NIBP Cuff-Disposable X-tra Large Adult	\$15.00	\$	13.53

Accessory	11996-000060	Durasensor - Adult finger sensor	\$297.00	\$	227.56
Accessory	11996-000061	Oxiband Adult/Neonatal Sensor	\$225.00	\$	181.12
Accessory	11996-000062	Oxiband Pediatric/Infant Sensor	\$225.00	\$	181.12
Accessory	11996-000106	DURA-Y Multisite sensor (reusable)	\$645.00	\$	264.72
Disposable	11996-000107	Disposable Posey Wrap for Oxiband (bag of 12)	\$34.00	\$	26.00
Disposable	11996-000108	DISPOSABLE ADHESIVE FOAM WRAP/OXIBAND P/I	\$90.00	\$	52.94
Disposable	11996-000110	DISPOSABLE ADHESIVE FOAM WRAP/OXIBAND A/N	\$92.00	\$	52.94
Disposable	11996-000113	Oxisensor II adult sensor (24/BX)	\$638.00	\$	445.83
Disposable	11996-000114	Oxisensor II adult sensor, long cable (24/BX)	\$1,033.00	\$	469.06
Disposable	11996-000115	Oxisensor II infant sensor (24/BX)	\$821.00	\$	534.07
Disposable	11996-000116	Oxisensor II pediatric sensor (24/BX)	\$632.00	\$	445.83
Disposable	11996-000048	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	\$113.00	\$	60.38
Disposable	11996-000049	Disposable Adhesive bandage wrap for OXI-P/I (2 bags of 50)	\$113.00	\$	60.38
Disposable	11996-000117	Oxisensor II neonatal sensor (24/BX)	\$832.00	\$	534.07
Accessory	11110-000042	DEC-4 Cable Extension: 4'	\$62.00	\$	51.08
Accessory	11110-000176	DEC-8 Cable Extension: 8'	\$68.00	\$	55.73
Accessory	11171-000006	Masimo SET LNOP Sp02 Patient Cable- 4 foot	\$218.00	\$	171.83
Accessory	11171-000008	Masimo SET LNOP Sp02 Patient Cable - 8 foot	\$274.00	\$	190.41
Accessory	11171-000009	Masimo SET LNOP Sp02 Patient Cable - 12 foot	\$289.00	\$	208.99
Accessory	11171-000007	Masimo SET LNOP Sp02 Sensor - Adult Reusable	\$372.00	\$	297.22
Disposable	11171-000010	Masimo SET LNOP Sp02 Sensor -Pediatric Reusable	\$361.00	\$	297.22
Disposable	11171-000011	Masimo SET LNOP Sp02 Sensor -Adult Disposable (1 box of 20 sensors)	\$334.00	\$	278.65
Disposable	11171-000012	Masimo SET LNOP Sp02 Sensor -Pediatric Disposable (1 box of 20 sensors)	\$372.00	\$	315.80
Disposable	11171-000013	Masimo SET LNOP Sp02 Sensor -Neonatal (<10 KG) Disposable (1 box of 20 sensors)	\$448.00	\$	390.10
Disposable	11171-000014	Masimo SET LNOP Sp02 Sensor -Neonatal (<1 KG) Disposable (1 box of 20 sensors)	\$504.00	\$	427.26
Accessory	11996-000326	Masimo SET RED LNOP Patient Cable - 4 foot	\$247.00	\$	136.54
Accessory	11996-000327	Masimo SET RED LNOP Patient Cable - 8 foot	\$294.00	\$	159.76
Accessory	11996-000328	Masimo SET RED LNOP Patient Cable - 12 foot	\$353.00	\$	192.27
Accessory	11171-000024	Masimo SET LNCS Patient Cable - 4 foot	\$203.00	\$	136.54
Accessory	11171-000016	Masimo SET LNCS Patient Cable - 10 foot	\$244.00	\$	148.61

Accessory	11171-000025	Masimo SET LNCS Patient Cable - 14 foot	\$365.00	\$	167.19
Accessory	11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	\$202.00	\$	136.54
Accessory	11996-000324	Masimo SET Red LNCS Patient Cable - 10 foot	\$246.00	\$	159.76
Accessory	11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	\$353.00	\$	192.27
Accessory	11171-000027	Masimo SET LNCS 4' extension (for Nellcor equipped units)	\$212.00	\$	136.54
Accessory	11171-000017	Masimo SET LNCS Adult Reusable Sensor	\$295.00	\$	250.69
Accessory	11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	\$295.00	\$	250.69
Disposable	11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	\$318.00	\$	278.65
Disposable	11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	\$361.00	\$	315.62
Disposable	11171-000028	Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	\$446.00	\$	390.10
Disposable	11171-000029	Masimo SET LNCS Neonatal Pt L Disposable Sensor (box of 20)	\$488.00	\$	427.26
Disposable	11171-000031	Masimo SET LNCS Infant Disposable Sensor (box of 20)	\$446.00	\$	390.10
Disposable	11171-000039	M-LNCS Adtx, Adult Adhesive Sensor, 18-inch, 20/box	\$330.00	\$	288.56
Disposable	11171-000040	M-LNCS Pdtx, Pediatric Adhesive Sensor, 18-inch, 20/box	\$350.00	\$	306.60
Disposable	11171-000041	M-LNCS Inf, Infant Adhesive Sensor, 18-inch, 20/box	\$433.00	\$	378.74
Disposable	11171-000042	M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box	\$433.00	\$	378.74
Disposable	11171-000043	M-LNCS NeoPt, Neonatal Preterm Adhesive Sensor, 18-inch, 20/box	\$474.00	\$	414.81
Accessory	11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	\$295.00	\$	250.69
Accessory	11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	\$295.00	\$	250.69
Accessory	11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	\$328.00	\$	274.00
Accessory	11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	\$602.00	\$	459.76
Accessory	11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	\$328.00	\$	274.00
Accessory	11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	\$602.00	\$	459.76
Accessory	11996-000335	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	\$736.00	\$	459.76
Accessory	11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foot	\$1,008.00	\$	645.53
Accessory	11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 foot	\$736.00	\$	644.76
Accessory	11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	\$1,008.00	\$	831.29
Accessory	11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	\$844.00	\$	645.53
Accessory	11171-000033	Rainbow DCP-DC9, Pedit Reuse Sensor, 8 ft	\$844.00	\$	738.41
Accessory	11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	\$796.00	\$	696.62
Accessory	11171-000050	Rainbow DCIP PED REUSABLE Sensor	\$939.00	\$	743.05
Disposable	11996-000339	Rainbow R25, Adult Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$700.00	\$	631.24
Disposable	11996-000340	Rainbow R20, Pediatric Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$725.00	\$	653.78

Disposable	11996-000341	Rainbow R25-L, Adult/Neo Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$725.00	\$	631.24
Disposable	11996-000342	Rainbow R20-L, Infant Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$700.00	\$	653.78
Accessory	11171-000037	RC-04, Patient Cable, 4 ft., 1/box	\$249.00	\$	218.23
Accessory	11171-000038	RC-12, Patient Cable, 12 ft., 1/box	\$371.00	\$	324.64
Disposable	11171-000055	Disposable Light Shield 10/pack	\$52.00	\$	45.09
Accessory	11171-000054	Reusable Light Shield 5/box	\$54.00	\$	45.09
Accessory	11171-000051	DBI-dc8, Adult Soft Reusable Direct Connect SpO2 Sensor, 8 ft., 1/box	\$711.00	\$	603.74
Accessory	11171-000052	DIGITBOOT LNCS DB1, ADT REUSABLE SENSOR, REF 2653	\$372.00	\$	315.62
Accessory	11171-000053	DIGITBOOTRED DBI-DC8, ADT REUSABLE SENSOR, REF 2644	\$711.00	\$	603.74
Accessory	11996-000183	MNC-1 Adapter Cable - 10 foot	\$514.00	\$	287.94
Accessory	11996-000198	MNC-1 Adapter Cable - 4 foot	\$491.00	\$	287.94
Disposable	11996-000001	FilterLine H Set Infant/Neonatal (box of 25)	\$545.00	\$	441.19
Disposable	11996-000080	FilterLine H Set Adult/Pediatric (box of 25)	\$440.00	\$	357.60
Disposable	11996-000081	FilterLine Set Adult/Pediatric (box of 25)	\$280.00	\$	222.92
Disposable	11996-000164	FilterLine Set Long Adult/Pediatric (box of 25)	\$314.00	\$	250.79
Disposable	11996-000120	SmartCapnoLine - Pediatric patients <44lbs (box of 25)	\$315.00	\$	269.36
Disposable	11996-000128	SmartCapnoLine w/O2 delivery - Pediatric patients <44lbs (box of 25)	\$425.00	\$	301.87
Disposable	11996-000162	SmartCapnoLine Plus - Adult/Intermediate patients >44lbs (box of 25)	\$315.00	\$	269.36
Disposable	11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients >44lbs (box of 25)	\$350.00	\$	301.87
Disposable	11996-000165	SmartCapnoLine Plus Long w/O2 - Adult/Intermediate patients >44lbs (box of 25)	\$445.00	\$	339.02
Disposable	11996-000166	SmartCapnoLine Plus - Adult/Intermediate patients >44lbs (Cs of 100)	\$1,145.00	\$	952.04
Disposable	11996-000167	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients >44lbs (Cs of 100)	\$1,235.00	\$	1,063.50
Electrode	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	\$42.00	\$	32.78
Electrode	11996-000090	Electrode EDGE QUIK-COMBO RTS	\$45.00	\$	38.25
Electrode	11996-000091	Electrode EDGE QUIK-COMBO Adult	\$37.00	\$	28.41
Electrode	11996-000092	Electrode EDGE Fast-Patch Plus	\$21.00	\$	18.58
Electrode	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	\$45.00	\$	34.36
Electrode	11996-000042	Electrode QUIK-PACE disposable noninvasive pacing adult	\$44.00	\$	37.70
Electrode	11102-000003	Electrode QUIK-PACE disposable noninvasive pacing pediatric	\$44.00	\$	37.70
Electrode	11100-000002	Electrode LIFEPATCH ECG, adult, pregelled (4/pkg)	\$2.00	\$	1.80
Electrode	11100-000001	Electrode LIFEPATCH ECG, adult, pregelled (3/pkg) 1-99	\$1.50	\$	1.36

Electrode	11101-000016	Electrode replacement infant/child reduced energy	\$110.00	\$	91.95
Electrode	11101-000017	Electrode Infant/Child reduced energy starter kit	\$150.00	\$	129.10
Accessory	11140-000078	Temperature Adapter Cable- 5ft	\$328.00	\$	278.65
Accessory	11140-000079	Temperature Adapter Cable- 10ft	\$318.00	\$	278.65
Disposable	11996-000359	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	\$143.00	\$	125.35
Disposable	11996-000360	Temp Sensor, Esophageal-Rectal, 9FR, Disp (box of 20)	\$153.00	\$	134.36
LP12/LP15	44500-000001	12-Leads Made Easy Web-based training program	\$52.00	\$	45.09
LP15	44500-000003	Capno Made Easy Web Based Training	\$52.00	\$	45.09
Accessory	11202-000006	Patient Simulator - posted	\$486.00	\$	400.32
Disposable	11250-000012	Adult AED QUIK-PAK Training Electrode Set (Box of 5 pair)	\$72.00	\$	61.30
Accessory	11998-000011	QUIK-COMBO test post adapter kit	\$96.00	\$	78.02
Accessory	21330-001365	Test load (for use with QUIK COMBO therapy cable)	\$96.00	\$	80.81
Accessory	11998-000060	Defibrillator checker	\$361.00	\$	298.16
Accessory	11113-000002	QUIK-COMBO Test Plug for testing QC Cable	\$22.00	\$	17.64
Accessory	11996-000311	QUIK-COMBO 12-lead Patient Simulator	\$852.00	\$	701.25
Accessory	11996-000310	QUIK-COMBO 3-lead Patient Simulator	\$737.00	\$	608.37
Accessory	11110-000085	Defibrillation/ECG training electrode cable extension wire	\$196.00	\$	169.98
Accessory	26500-000112	QUIK-COMBO ECG electrodes Inservice Video	\$21.00	\$	17.64
Accessory	26500-000136	ECG Pocket Card - Placement of Preordial Leads	\$1.25	\$	1.12
Accessory	26500-000137	Booklet: "Prehospital 12-lead ECG: What You Should Know"	\$8.00	\$	7.21
Accessory	26500-000210	LIFENET System Video, A New Cardiac Care Model (NTSC)	\$18.00	\$	15.79
Accessory	26500-000507	Booklet: "Pacing: What You Should Know"	\$5.00	\$	4.51
Accessory	26500-000530	Slides: "Noninvasive Pacing: What You Should Know"	\$67.00	\$	58.52
Accessory	26500-000577	Booklet: "Defibrillation: What You Should Know"	\$5.00	\$	4.51
Disposable	11103-000001	QUIK-COMBO training electrodes (2/PR)	\$26.00	\$	22.29
Disposable	11101-000007	Defibrillation/ECG training electrodes	\$27.00	\$	23.22
Accessory	26500-002481	Operating Instructions: LIFEPAK 12	\$64.00	\$	52.02
Accessory	21300-007585	Service Manual on CD-ROM: LIFEPAK 12 and BSS2	\$59.00	\$	49.23
Accessory	26500-000168	BSS2 Operating Instructions	\$19.00	\$	15.79
Accessory	26500-000213	LIFEPAK 12 In-service Video	\$31.00	\$	25.08
Accessory	26500-000234	LIFEPAK 12 & BSS2 Service Manual (paper version)	\$185.00	\$	154.18
Accessory	26500-000942	LIFEPAK 12 Operating Instructions	\$64.00	\$	52.02

Accessory	26500-002948	LIFEPAK 15 Station and Mobile Battery Charger Operating Instructions	\$19.00	\$	15.79
Accessory	21330-001357	LIFEPAK 15 In-service Video - DVD format	\$31.00	\$	25.08
Accessory	26500-002408	LIFEPAK 15 Operating Instructions	\$64.00	\$	52.02
Accessory	26500-001216	LIFEPAK 20 Defibrillator/Monitor Inservice Video - AED Defibrillation	\$24.00	\$	18.58
Accessory	26500-001315	LIFEPAK 20 Defibrillator/Monitor Inservice Video-Manual Defibrillation	\$24.00	\$	18.58
Accessory	26500-002705	LIFEPAK 20e Defibrillator/Monitor Service Manual on CD-ROM	\$50.00	\$	44.58
Accessory	26500-002040	Quick reference Instruction Card for AED and CPR Instruction	\$6.00	\$	5.41
Data Management	21340-000806	CODE-STAT Data Review Software Version 9.0.1 for EMS	\$2,250.00	\$	2,028.97
Data Management	21340-000807	CODE-STAT Client Software Version 9.0.1 for EMS	\$699.00	\$	630.33
Data Management	21340-000808	CODE-STAT Data Review Software Version 9.0.1 Upgrade for EMS	\$699.00	\$	630.33
Data Management	21340-000809	CODE-STAT Client Software Version 9.0.1 Upgrade for EMS	\$299.00	\$	269.63
Data Management	21340-000803	DT EXPRESS Version 5	\$499.00	\$	449.98
Data Management	21340-000804	DT EXPRESS Version 5 upgrade	\$299.00	\$	269.63
Accessory	21300-003670	Rechargeable Battery Pack	\$232.00	\$	115.43
Accessory	21300-003724	Battery Charger	\$360.00	\$	324.64
Accessory	21300-003628	Medical Grade AC Adapter (Replacement)	\$350.00	\$	126.25
Accessory	11996-000300	EMS Carry Case	\$205.00	\$	125.39
Accessory	21300-007397	Monitor Protective Boot	\$93.00	\$	85.67
Accessory	11996-000248	Clamp/Mounting Brackett	\$122.00	\$	110.02

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 5/19/2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49255	Defibrillator (cardiac monitor)	13058695	LifePak12	2000	Fair
Y	49256	Defibrillator (cardiac monitor)	13058694	LifePak12	2000	Fair
Y	49257	Defibrillator (cardiac monitor)	13058693	LifePak12	2000	Fair
Y	49258	Defibrillator (cardiac monitor)	13058696	LifePak12	2000	Fair
Y	49259	Defibrillator (cardiac monitor)	13058697	LifePak12	2000	Fair
Y	56922	Defibrillator (cardiac monitor)	36170039	LifePak12	2008	Fair
Y	56923	Defibrillator (cardiac monitor)	36170045	LifePak12	2008	Fair
Y	56924	Defibrillator (cardiac monitor)	36170046	LifePak12	2008	Fair

Disposal Comments: These cardiac monitors will be traded, at a value of \$4,499.25 each, for the same number (35) of the current model with equivalent features. Equipment is aged 6 to 14 years.

INFORMATION TECHNOLOGY (IT Technician): N/A

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature: 

Date: 5/19/2014

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 5/19/2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56925	Defibrillator (cardiac monitor)	36173680	LifePak12	2008	Fair
Y	56926	Defibrillator (cardiac monitor)	36173681	LifePak12	2008	Fair
Y	56927	Defibrillator (cardiac monitor)	36173683	LifePak12	2008	Fair
Y	56928	Defibrillator (cardiac monitor)	36173684	LifePak12	2008	Fair
Y	56929	Defibrillator (cardiac monitor)	36173685	LifePak12	2008	Fair
Y	56930	Defibrillator (cardiac monitor)	36173686	LifePak12	2008	Fair
Y	56931	Defibrillator (cardiac monitor)	36173687	LifePak12	2008	Fair
Y	56932	Defibrillator (cardiac monitor)	36173688	LifePak12	2008	Fair

Disposal Comments: These cardiac monitors will be traded, at a value of \$4,499.25 each, for the same number (35) of the current model with equivalent features. Equipment is aged 6 to 14 years.

INFORMATION TECHNOLOGY (IT Technician): N/A
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature: 

Date: 5/19/2014
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

**REQUEST FOR DISPOSITION OF PROPERTY
 ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 5/19/2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56933	Defibrillator (cardiac monitor)	36173689	LifePak12	2008	Fair
Y	56934	Defibrillator (cardiac monitor)	36173690	LifePak12	2008	Fair
Y	56935	Defibrillator (cardiac monitor)	36173692	LifePak12	2008	Fair
Y	56936	Defibrillator (cardiac monitor)	36173693	LifePak12	2008	Fair
Y	56937	Defibrillator (cardiac monitor)	36173694	LifePak12	2008	Fair
Y	56938	Defibrillator (cardiac monitor)	36173695	LifePak12	2008	Fair
Y	56939	Defibrillator (cardiac monitor)	36173682	LifePak12	2008	Fair
Y	56940	Defibrillator (cardiac monitor)	36173697	LifePak12	2008	Fair

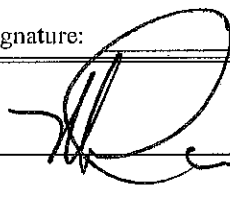
Disposal Comments: These cardiac monitors will be traded, at a value of \$4,499.25 each, for the same number (35) of the current model with equivalent features. Equipment is aged 6 to 14 years.

INFORMATION TECHNOLOGY (IT Technician): N/A

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature: 

Date: 5/19/2014

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 5/19/2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

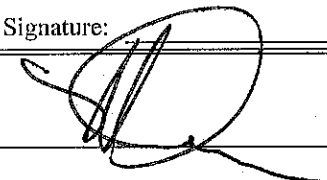
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56941	Defibrillator (cardiac monitor)	36173698	LifePak12	2008	Fair
Y	56942	Defibrillator (cardiac monitor)	36173699	LifePak12	2008	Fair
Y	56943	Defibrillator (cardiac monitor)	36173700	LifePak12	2008	Fair
Y	56944	Defibrillator (cardiac monitor)	36173701	LifePak12	2008	Fair
Y	56945	Defibrillator (cardiac monitor)	36173702	LifePak12	2008	Fair
Y	56946	Defibrillator (cardiac monitor)	36173703	LifePak12	2008	Fair
Y	56947	Defibrillator (cardiac monitor)	36173704	LifePak12	2008	Fair
Y	56948	Defibrillator (cardiac monitor)	36173705	LifePak12	2008	Fair

Disposal Comments: These cardiac monitors will be traded, at a value of \$4,499.25 each, for the same number (35) of the current model with equivalent features. Equipment is aged 6 to 14 years.

INFORMATION TECHNOLOGY (IT Technician): N/A
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: 

Date: 5/19/2014

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 5/19/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56949	Defibrillator (cardiac monitor)	36173956	LifePak12	2008	Fair
Y	56950	Defibrillator (cardiac monitor)	36173957	LifePak12	2008	Fair
Y	56951	Defibrillator (cardiac monitor)	36173958	LifePak12	2008	Fair
Y						
Y						
Y						
Y						
Y						

Disposal Comments: These cardiac monitors will be traded, at a value of \$4,499.25 each, for the same number (35) of the current model with equivalent features. Equipment is aged 6 to 14 years.

INFORMATION TECHNOLOGY (IT Technician): N/A

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 5/19/2014

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6179

County Administrator's Report 13. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Amendment to the Lake Stone Campground Agreement

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Amendment to the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the Amendment to the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility and authorize the County Administrator to sign the Amendment, extending the existing Contract for an additional year, effective June 1, 2014.

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204]

BACKGROUND:

The Lake Stone Campground is located at 801 West Highway 4 in Century, Florida. Since the inception of the Lake Stone Campground, the County has entered into an agreement for on-site caretaker/management services at the facility. Dennis Keith Cole has served as the caretaker since June 2013.

BUDGETARY IMPACT:

The funding source for the Agreement and the Amendment is General Fund 001, Lake Stone Cost Center 350204 in the amount of \$10,200 paid via 12 equal monthly installments of \$850 with housing and utilities provided. This amount is currently allocated in the FY 2014 budget and will be budgeted in FY 2015.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Amendment as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such agreements/amendments concerning County property and facilities.

IMPLEMENTATION/COORDINATION:

The Parks & Recreation Department is responsible for coordination of all aspects of the Agreement and Amendment for caretaker/management services at Lake Stone Campground.

Attachments

Amend 14_15 LS

**AMENDMENT TO THE AGREEMENT BETWEEN ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS AND DENNIS KEITH COLE
FOR THE MANAGEMENT OF THE LAKE STONE CAMPGROUND
FACILITY**

THIS IS THE FIRST AMENDMENT to the Agreement entered into on June 1, 2013, between Escambia County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and Dennis Keith Cole, a sole proprietor authorized to conduct business in the State of Florida (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, commencing on or about June 1, 2013, the County previously entered into an agreement with for a term of one (1) year relating to the management of the Lake Stone Campground Facility; and

WHEREAS, the Parties have agreed to extend the term of the Agreement for an additional one (1) one year period as provided in paragraph 5 of the Agreement; and

WHEREAS, as a result of said revisions, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Dennis Keith Cole hereby agree to amend the Agreement as follows:

WITNESSETH:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That pursuant to paragraph 5 of the original Agreement, the Parties agree to extend the term of the Agreement for one (1) one year period ending on May 31, 2015.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Larry M. Newsom, Interim County Administrator

Date: _____

WITNESS: _____

WITNESS: _____

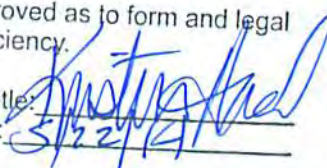
CONTRACTOR:
DENNIS KEITH COLE, a sole proprietor authorized to transact business in the State of Florida.

By: _____

Date: _____

WITNESS: _____

WITNESS: _____

Approved as to form and legal sufficiency.
By/Title: 
Date: 5/22/14

5-12-14

To Whom It May Concern:

I Dennis K. Cole would like to extend my contract as caretaker at Lake Stone Campground.

Dennis K. Cole

5/14/2013 CAR II-18

**AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS AND DENNIS KEITH COLE FOR THE
MANAGEMENT OF THE LAKE STONE CAMPGROUND FACILITY**

WHEREAS, Escambia County, Florida, by and through its Board of County Commissioners, operates and maintains that certain recreational property known as Lake Stone Campground for the use and benefit of the general public; and

WHEREAS, supervision is required to properly and adequately render services to the public utilizing the facilities of said property; and

WHEREAS, the duties, obligations, operation, and responsibilities for same may be performed through the employment by the County of an independent contractor.

NOW THEREFORE, this Agreement is made between Escambia County, Florida, by and through its Board of County Commissioners, as manager, hereinafter referred to as "County" and Dennis Keith Cole, as an independent contractor, hereinafter referred to as a "Contractor."

WITNESSETH:

1. Contractor shall furnish labor, service, and maintenance to the area known and designated as Lake Stone Campground. This work shall consist of the hereinafter designated contractual duties:
 - A. The Contractor shall maintain the grounds of the Lake Stone Campground, carry out janitorial cleaning of the restrooms and bathhouse area at the campground, the janitorial cleaning of the restrooms at the boat ramp, the janitorial cleaning and setup of the group pavilion, and the keeping of the campground area, the bathhouse, and all restroom areas clean and free of litter.
 - B. The Contractor shall operate and maintain the concession sales on the premises. The Contractor shall sell soft drinks, snacks, fish bait, fishing tackle, and other campground related items. The Contractor shall not sell beer, wine or alcoholic beverages. All revenue derived from the sale of such concession items shall be retained by the Contractor as part of his compensation package.

Date: 6/4/2013 Verified By: J. Carver

- C. The Contractor shall collect user fees as established by the Board of County Commissioners and shall maintain records of the fees in accordance with Paragraph 3. All user fees shall be deposited as Escambia County revenues for the Lake Stone Campground account.
 - D. The Contractor shall adhere to and enforce all policy regulations established by the Board of County Commissioners.
 - E. The Contractor shall have an individual on the premises at all times during the regular business hours to render services to the public. The Contractor will be responsible for taking reservations, collecting fees, and assigning campsites.
 - F. The Contractor shall police the grounds for trash and debris, including the road along the north side of the lake. The Contractor also shall remove any fallen limbs and other debris from the campground area.
 - G. The Contractor shall receive annual compensation for the services to be rendered as follows:
 - 1. Housing and Utilities Provided (non-cash) \$ 1,200.00
 - 2. Annual Management Fee (cash payment) \$ 10,200.00
 - Payments to be made in 12 equal installments of \$ 850.00
 - 3. 100% of all concession sales at Lake Stone Campground.
2. The County shall furnish the following items and services for the operation of Lake Stone Campground:
- A. All utility services used in the operation of the campground facilities.
 - B. All materials for the cleaning and upkeep of the bathhouse, restrooms, pavilion, and campground.
 - C. Garbage dumpster service for the campground.
 - D. Materials, equipment, and labor for any improvements and repairs on the grounds and all facilities, including the Contractor's dwelling.
 - E. A caretaker dwelling for the Contractor with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls. The contractor is responsible for insuring any and all personal belongings on the premises. The Contractor shall immediately

vacate these premises upon the expiration or termination of this Agreement.

- F. All gasoline, oils, and grease for the operation of equipment used on or about the campground.
- G. A "golf cart" as a means of transportation for use in upkeep of the grounds around the campground.
- H. A power mower for maintenance of the campground.

3. The Contractor shall keep in good order and to the County's standards, records of pertinent books, documents, receipts, expenditures, and other papers involving transactions relating to this Agreement or any extensions thereof so that the County's authorized representatives can regularly audit these records. The Contractor shall also keep procurement and supply records to include requisitions for materials, maintenance work orders, and equipment use and status reports.

The authorized representatives of the County shall have access to and the right to examine, audit, excerpt and transcribe pertinent books, documents, papers, and records of the Contractor involving transactions relating to this Agreement or any extensions thereof. Such materials must be submitted to the County upon the completion of each fiscal year in which records were created. The retention time shall be calculated from the end of the fiscal year in which final entry was made in the records retained.

4. The Contractor shall provide the following coverage:
- A. Commercial general liability insurance with \$1,000,000.00 limits per occurrence/per aggregate, including coverage parts of bodily injury, broad from property damage, personal injury, and contractual liability, independent contractors, and products and completed operations.
 - B. Personal Auto Insurance with \$300,000.00 combined single limits, on all personal vehicles that will be operating on County premises.

The Board of County Commissioners and Escambia County shall be named as an "additional insured". All coverages shall be secured through an insurance carrier admitted in the State of Florida with an "A" rating and a minimum financial size category of "VII", according to the most current A.M. Best Company Key Rating Guide.

Escambia County shall be provided with said certificates of insurance which reflect the Board of County Commissioners and Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates also shall reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance shall be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

5. This Agreement shall commence on the 1st day of June 2013, and shall be for a period of one (1) year ending on May 31, 2014. This agreement may be extended for an additional term of one year upon written agreement of the parties provided no less than thirty (30) days prior to the expiration date of the agreement. Escambia County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.
6. This Agreement may be terminated by either party for cause, or by the County for convenience, upon sixty (60) days written notice by the terminating party to the other party of such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination. Upon the receipt of such termination notice, the Contractor shall vacate the premises within ten (10) days as provided in Section 2.E above.

Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the county to any penalty or

other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated, the Contractor shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Agreement. Vendor suspension or debarment proceedings brought by the County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia county Code of Ordinances, shall be grounds for immediate termination of this Agreement.

7. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Contractor seven (7) days written notice, during which period the Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).
8. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
9. The County approves the use of subcontractors by the Contractor. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractor or other associates in connection with services

covered by this Agreement, the Contractor must secure the prior written approval of the County for employment of such subcontractors. Workers' compensation insurance will be required if the Contractor hires employees such that worker's compensation insurance is required by the State of Florida.

10. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
11. **Hold Harmless**: The Contractor agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney fees and paralegal fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person for whom the Contractor is legally liable.

Indemnification: The Contractor and the County agree the first one hundred (\$100.00) dollars of this Agreement's compensation paid by the County to the Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Contractor's acceptance and execution of the Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any

policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

12. It is recognized that questions in the day-to-day conduct of the Agreement will arise. The Contract Administrator, upon request by the Contractor, shall designate and shall advise the Contractor in writing, persons to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed.

The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Agreement shall be addressed.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. The signing of the Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract

adjustments shall be made within one (1) year following the end of this Agreement.

15. Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to any officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Agreement, and the Contractor agrees to abide with such statutes.
16. The Contractor hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance, which it believes that any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor, contemporaneously, with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor, at all times, shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.
17. All other provisions, by their inherent character, sense, and contexts are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.
19. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons

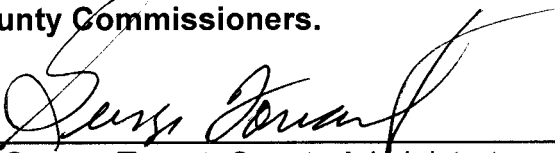
succeeding to their respective functions and capacities.

- a. If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of the Agreement.
- b. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

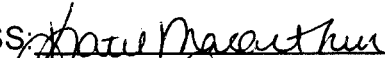
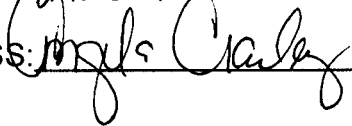
20. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
21. The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
22. At the County's request, the Contractor shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter, which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
23. The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
24. The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver of relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

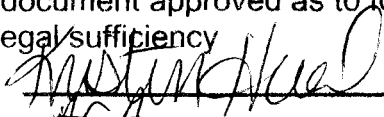
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Contractor, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

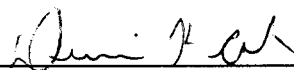
By: 
George Touart, County Administrator

Date: _____


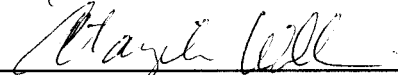
WITNESS: 
WITNESS: 

This document approved as to form and legal sufficiency
By: 
Title: Notary
Date: 5/9/13

CONTRACTOR:
DENNIS KEITH COLE, a sole proprietor authorized to transact business in the State of Florida.

By: 

Date: 5-14-13

WITNESS: 
WITNESS: 



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6171

County Administrator's Report 13. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Resolution Authorizing Disaster-Related, Emergency Compensation for April Flooding and Explosion at the Escambia County Jail

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Authorizing Disaster-Related, Emergency Compensation for Unclassified, Exempt Employees of the Board of County Commissioners - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the Resolution authorizing disaster-related, emergency compensation to unclassified, exempt employees of the Board of County Commissioners, who actually worked more than 40 hours during the work weeks ending May 2, May 9, and subsequent work weeks until such time as the Board of County Commissioners declares an end of the Declared State of Local Emergency, beginning on Tuesday, April 29, 2014, at 9:00 p.m., due to the activation of the Emergency Operations Center, as a result of the Declared State of Local Emergency, for an unprecedented rain event and an explosion at the Escambia County Jail.

BACKGROUND:

On Tuesday, April 29, 2014, the Board of County Commissioners declared a State of Emergency due to flooding resulting from an unprecedented rain event. As a result, the Emergency Operations Center was activated. Disaster protocols required many employees to work long hours prior to, during, and after the event. As with previous disasters, this Resolution will allow exempt employees to be paid for hours actually worked in excess of 40 during work weeks overlapping with the period of the State of Emergency. Regular, non-exempt employees will already be paid for any overtime hours worked in keeping with the Fair Labor Standards Act (FLSA). No action is required by the Board for this purpose. In addition, County employees who were not required to work during the event were granted administrative leave for work hours starting at 7:00 a.m. on Wednesday, April 30, 2014 through 7:00 a.m. on Thursday, May 1, 2014. Employees who were required to work during this time frame will be granted compensatory time up to a maximum of 12 hours based on the number of hours actually worked.

BUDGETARY IMPACT:

The budgetary impact is unknown at this time.

LEGAL CONSIDERATIONS/SIGN-OFF:

Alison Rogers, Count Attorney, has reviewed the Resolution for content and compliance.

PERSONNEL:

n/a

POLICY/REQUIREMENT FOR BOARD ACTION:

n/a

IMPLEMENTATION/COORDINATION:

n/a

Attachments

April 2014 Resolution Emergency Compensation

RESOLUTION R2014 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PROVIDE EMERGENCY COMPENSATION TO UNCLASSIFIED, EXEMPT EMPLOYEES WHO WORKED DURING A DECLARED STATE OF LOCAL EMERGENCY; ESTABLISHING COMPENSATION RATES; PROVIDING FOR COMPENSATORY TIME IN LIEU OF MONETARY PAYMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners finds that a major flooding event and an explosion at the Escambia County Jail required a declaration of local emergency in Escambia County; and

WHEREAS, the Board of County Commissioners has enacted Chapter 37 of its Code of Ordinances to define its emergency management authority and powers; and

WHEREAS, through Section 37-36, Code of Ordinances, the Board of County Commissioners has vested the Escambia County Administrator, or that person properly acting on his behalf, with emergency management powers, including the power to employ permanent and temporary workers and to authorize the expenditure of public funds; and

WHEREAS, to assist certain County employees who are required to work a significant amount of time in excess of forty (40) hours in a workweek during a declared state of local emergency, the Board of County Commissioners has previously authorized the County Administrator to provide emergency compensation to employees in the unclassified service who would not otherwise receive overtime or compensatory time (see R2005-121, R2010-126 and 2014-20); and

WHEREAS, the Board of County Commissioners declared a state of local emergency on Tuesday, April 29, 2014 beginning 9:00 p.m., due to the flooding event and explosion and has adopted subsequent resolutions continuing the state of local emergency; and

WHEREAS, because of the substantial efforts of its employees in response to this disaster, the Board of County Commissioners recognizes the need to authorize the Interim County Administrator to provide emergency compensation or compensatory time in lieu of emergency compensation; and

WHEREAS, the Board of County Commissioners therefore finds that authorizing the Interim County Administrator to provide emergency compensation or compensatory time to unclassified employees during a declared state of local emergency advances the public health, safety and welfare,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS

The above recitals are true and incorporated herein.

SECTION 2. AUTHORIZATION OF EMERGENCY COMPENSATION

The Interim County Administrator may award emergency compensation to unclassified, exempt employees of the Escambia County Board of County Commissioners. The Interim County Administrator's authority to award emergency compensation commenced as of 9:00 p.m. on Tuesday, April 29, 2014, and shall run concurrently with all extensions of the same declared state of local emergency. Emergency compensation may be awarded as a payment equal to 1.0 times the employee's equivalent hourly rate based on the employee's salary and may be paid for each hour worked in excess of forty (40) hours during the employee's workweek. In lieu of a payment, the Interim County Administrator may award compensatory time at a rate of 1.0 hour for each hour worked in excess of forty (40) hours during the employee's workweek. Emergency compensation awarded pursuant to this section is deemed to be part of the Escambia County Emergency Manpower Plan for any declared state or local emergency.

SECTION 3. EFFECTIVE DATE

This resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ___ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency

By: _____
Title: County Attorney
Date: 5/13/14



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6071

County Administrator's Report 13. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Acquisition of Property Located at 600 West Intendencia Street

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located at 600 West Intendencia Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the acquisition of a parcel of real property located at 600 West Intendencia Street:

A. Authorize the purchase of a parcel of real property (approximately 0.09 acres), located at 600 West Intendencia Street, from the City of Pensacola, Florida, for the negotiated amount of \$20,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase, for the acquisition of a parcel of real property, located at 600 West Intendencia Street, Pensacola, Florida (approximately 0.09 acres); and

C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.

[Funding Source: Fund 352, LOST III, Cost Center 220102, Object Code 56101, Project 12NE1708]

BACKGROUND:

In 2004 Escambia County (the County) sold the property located at 600 Intendencia to the City of Pensacola (the City) for \$2,670.00. The price at the time was based on the City's representation that it would develop the property as affordable housing. In 2013 the City was in negotiations to sell the property with two separate entities and obtained a value appraisal of \$18,000. The prospective purchaser ultimately withdrew from the negotiations citing concern that the property is adjacent to the County's Former Mosquito Control Facility which is currently being remediated for previous contamination in the groundwater.

The City is obligated to use value appraisals as per their Community Development Block Grant (CDBG) stipulations. The County offered to purchase the property and on March 10, 2014 obtained a value appraisal of \$20,000, adjusted for property use diminution based on possible

contamination impacts. The City has signed the Contract for Sale based on the March 10, 2014 appraised value of \$20,000.

BUDGETARY IMPACT:

Funding for this project is available in LOST III Funds, Cost Center 220102, Project 12NE1708, Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract Signed by City

Survey

Appraisal

Aerial

Property Appraiser Data

Street Map Location

Checklists Complete

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **THE CITY OF PENSACOLA**, a Florida municipal corporation acting through its duly authorized City Council, whose address is 222 West Main Street, Pensacola, Florida 32502 ("Seller"), and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Twenty Thousand Dollars (\$20,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Seller); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Special Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Special Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract, unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Special Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any

provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:

The City of Pensacola
222 West Main Street
Pensacola, Florida 32502

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal

Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

BUYER:

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

BCC Approved: _____

Date: _____
This document approved as to form
and legal sufficiency.

(SEAL)

WITNESSES:

By: Schlar
Title: Asst. County Attorney
Date: April 24, 2014

SELLER:

**THE CITY OF PENSACOLA, a Florida
municipal corporation acting through its
duly authorized City Council signing by
and through its Mayor**

Ashton J. Hayward, III
Ashton J. Hayward, III, Mayor

ATTEST: Ericka Burnett
City Clerk

By: Ericka L. Burnett

Date: _____

(SEAL)

WITNESSES:

[Signature]
[Signature]

EXHIBIT A

The West 30 feet of Lot 27, Block 87, Maxent Tract, being a portion of Maxent Lot "G" as shown on City Atlas Sheet No. 97 of the City of Pensacola, Florida, containing 3750 square feet, (0.86 acres) more or less.

Tax ID Number: 00-0S-00-9080-320-087



360° SURVEYING SERVICES
 1801 CREIGHTON RD.
 PENSACOLA, FL 32504
 850.857.4400



BOUNDARY SURVEY
 WITH IMPROVEMENTS

ADDRESS:
 600 BLOCK W. INTENDENCIA ST.
 PENSACOLA, FLORIDA 32502
 PROJECT NUMBER: 131205
 DATE: 12-9-13
 FIELD BOOK: 32 PAGE: 58
 DRAWN BY: LC
 APPROVED BY: ROB L. WORKING



SCALE: 1"=30'
 SHEET 1 OF 1

LEGAL DESCRIPTION: (O.R. BOOK 5527, PAGE 1975)

THE WEST 30 FEET OF LOT 27, BLOCK 87, MAXENT TRACT, BEING A PORTION OF MAXENT LOT "G" AS SHOWN ON CITY ATLAS SHEET NO. 97 OF THE CITY OF PENSACOLA, FLORIDA, CONTAINING 3750 SQUARE FEET, (0.86 ACRES) MORE OR LESS.

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 12-5-13.
2. ALL EASEMENTS AND RIGHTS OF WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO RESEARCH FOR EASEMENTS, ENCUMBRANCES, RESTRICTIONS, COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST PROPERTY LINE AS N09°49'30"W.

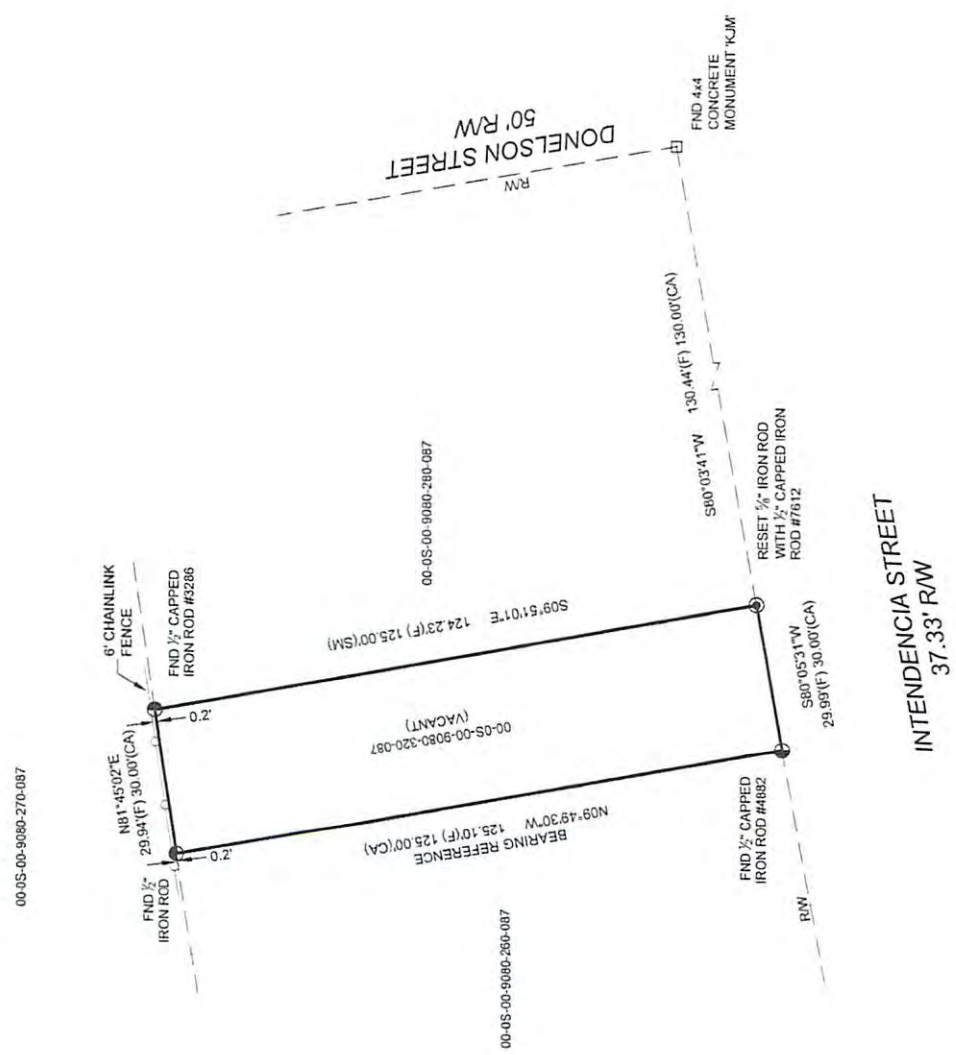
LEGEND:

- (F) FIELD MEASUREMENT
- (CA) CITY ATLAS MAP MEASUREMENT (CA097)
- R/W RIGHT-OF-WAY
- FND FOUND BOUNDARY CORNER

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 53-17.050, 53-17.061 and 53-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Rob L. Working
 ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878



CONCISE APPRAISAL

ASSIGNMENT INFORMATION

Property Identification: 600 W Intendencia Pensacola, FL 32502	Report Prepared By: G. Daniel Green G. Daniel Green & Associates 103 Baybridge Drive Gulf Breeze, FL 32562 (850) 934-1797 Telephone (850) 932-8679 Facsimile	Report Prepared For (Client): Glenn Griffith Escambia County Community & Environment Div. 221 Palafox Place, Suite 305 Pensacola, FL 32502 (850) 595-3538 Email gcgriffi@co.escambia.fl.us
Current Tax Assessment: \$0 Taxes & Assess. \$0 (Exempt)		

SALE, OPTION, LISTING AND OFFER HISTORY

Comments: (analyze all sales within the last 3 years, current options, listings, offers or purchase agreements) The subject is not currently listed for sale. The owner of record is the City of Pensacola. The appraiser is unaware of any other sale transactions involving the subject for the past three years.

MARKET ANALYSIS

Comments: (describe predominant property type, vacancy/value trends, etc.) The subject area represents a moderate growth area just west of downtown Pensacola in Escambia County.

PROPERTY DESCRIPTION

Bldg Area (SF)	N/A	Occupancy (owner vs. tenant / %)	NA
Site Size	.09 Acres	Zoning	M-1 (Industrial)
Yr. Built	"Land Only"	Conformance to Zoning	Conforming
Rem. Econ. Life	NA	Property Type	Vacant Land
Quality	NA	Current Use	Vacant Site
Condition	NA	Source of Site Size	Esc Cty Appraiser's Office-Measurement at Inspection

Comments: (briefly describe physical, known hazards, legal and economic characteristics relative to the valuation assignment) The subject property measures 30' x 125', is .09 acres. Per FEMA Flood Panel 12113C0425G, dated December 19, 2006, the property is located in zone X, an area of minimal flooding. **The attached "Plume Exhibit" reflects underground contamination which impacts the eastern edge of the subject property.**

HIGHEST AND BEST USE

Comments: The property is a minimally sized site, but based on development of surrounding properties, the subject is developable in character with surrounding properties. The legally permissible uses imposed by the M-1 zoning is not considered significantly restrictive, based on cumulative zoning allowances. The financially feasible use which is maximally productive is identified by that use which could most efficiently utilize the property in character with surrounding residential and neighborhood low intensity type uses such as private office space, or combination office/residence type uses, generally with on-street, or parking pad use for car storage, based on the relatively small site footprint.

Valuation – SALES COMPARISON APPROACH

Characteristic	Subject	Comparable 1	Comparable 2	Comparable 3
Address	600 W Intendencia Pensacola, FL 32502	407 S. A St 805 W Zarragossa Pensacola, FL 32502	120 Tarragona St Pensacola, FL 32502	1602 W Garden St Pensacola, FL 32501
Seller:		Synovus Bank	Hancock Bank	Mary B. Pearson
Buyer		West Florida Group, LLC	Group T, LLC	Gene Terrezza
Recording Information:		Book 6822 Page 1322	Book 7115 Page 1437	Book 6908 Page 1170
Sale Date	NA	2/23/2012	12/18/2013	9/18/2012
Sale Price	NA	\$77,000	\$249,900	\$67,500
Size	3,750	14,375 SF	14,280 SF	15,000 SF
Distance to Subject	NA	.5 Miles SW	1 Mile East	1 Mile West
Price/Unit(SF)		\$5.36/SF	\$17.50/SF	\$4.50/SF
Zoning	M-1	C-3	SSD	C-3
Current Use	Vacant Land	Vacant	Vacant	Vacant
Contamination	At East Side of Property	None Known	None Known	None Known
Overall Comparability to Subject:		Similar	Similar	Similar

Analysis of Sales and Reconciliation: "Land Only"- : The subject property is located on an interior site, and all three comparable parcels are located on corner sites. The comparable sales have larger site areas than the subject. The subject is estimated to have a market value of \$5.33/SF which is adequately supported by the sales. The indicated as-is market value is \$20,000, rounded

FINAL VALUE ESTIMATE

Date of Report	Date of Inspection	Effective Date of Value	Interest Appraised	Market Value "As Is"
March 10, 2014	March 7, 2014	March 10, 2014	Fee Simple	\$20,000

ASSIGNMENT CONDITIONS

Identify / describe relevant conditions / assumptions pertinent to the valuation assignment (eg access, title, legal, etc.): It is assumed as an extraordinary assumption of this assignment, that the subject property can be developed into it's highest and best use with no undue hardship relative to any environmental or special permitting issues beyond perhaps a recorded instrument such that ground water cannot be utilized on the property due to subsurface plume impact. It is an extraordinary assumption that this is the only significant impact from the plume. Any restrictions related to construction of a habitable structure would have a far greater impact on the market value and would require additional consideration, rendering this opinion void, subject to review.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: **12 TO 24 MONTHS**

The exposure period is estimated at: **12 TO 24 MONTHS**

Scope / Intended Use / Intended User

This valuation is reported as an appraisal report. The significant elements of scope included the following: Observation of the subject and its environs, collection and analysis of data. The most probable buyer for the subject is an owner-user, and only the Sales Comparison Approach was used. It is the appraiser's opinion that the scope of research and analysis associated with this appraisal is adequate to produce a credible value conclusion that will serve the needs of the client.

This appraisal report is INTENDED for USE as an aid in acquisition /logistical planning for Escambia County, as the Intended User.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
7. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the edition of the Uniform Standards of Professional Appraisal Practice current and FIRREA as of the date of the appraisal.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant professional assistance to the person signing this report.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of the appraisal, I have completed the requirements of the continuing education program of the Appraisal Institute.

G. Daniel Green, MIA/SRA
Appraiser's Name / Signature:



RZ836 Florida
State Certification #:

March 10, 2014
Date:

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable.
6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
8. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
9. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the **possibility** of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
10. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility. .
11. It is assumed that the structural and mechanical components of the building are in good condition and operating properly.
12. The appraisal does not include F F & E.
13. The appraiser assumes compliance with local and state regulations with regard to zoning, building codes, and construction.
14. Information furnished by others is assumed to be accurate, true and reliable.
15. The tax plat is assumed to be reliable with regard to road frontage and land area.
16. No responsibility is assumed for matters legal in nature, nor is any opinion rendered as to title which is assumed to be good and marketable. Normal mortgage loan encumbrances and utility easements are assumed to exist.
17. The property is assumed to be under competent and aggressive management.
18. Subsequent copies of this appraisal will be furnished at an additional charge.
19. Disclosure of the contents of this appraisal is governed by Georgia State Law and the By-laws and regulations of the Appraisal Institute. The appraisal has been prepared in accordance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
20. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client not to subsequent users of the appraisal. .

This appraisal report has been made with the following general limiting conditions:

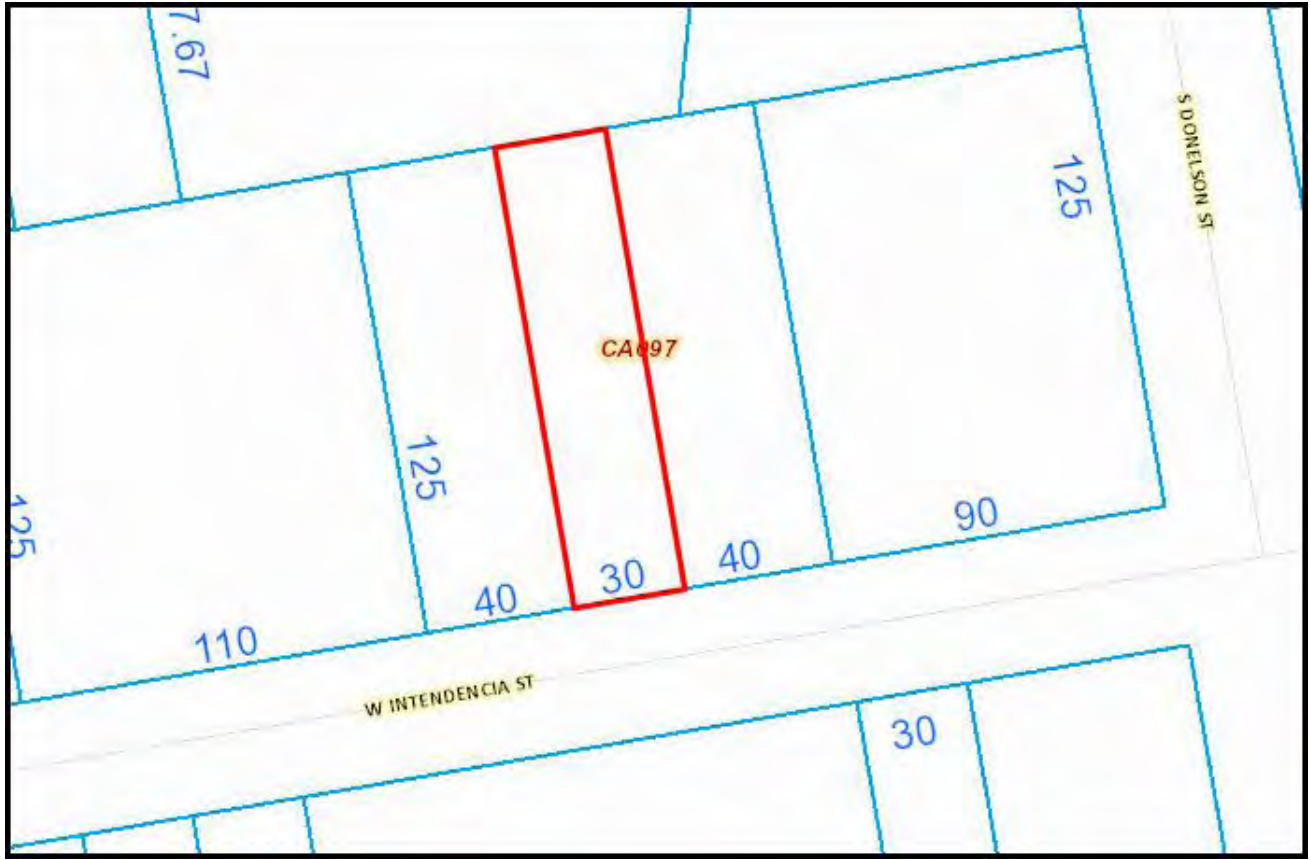
1. Escambia County makes no express or implied representation or warranty of any kind, and expressly disclaims any liability to any person or entity with respect to this appraisal report.

DEFINITION OF MARKET VALUE

"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider to be their own best interests;
3. A reasonable time is allowed for exposure to the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." – Source: 12 CFR 34.42(g).

PARCEL MAP



PARCEL MAP



Subject Photograph & Street View



SUBJECT PROPERTY LOCATION

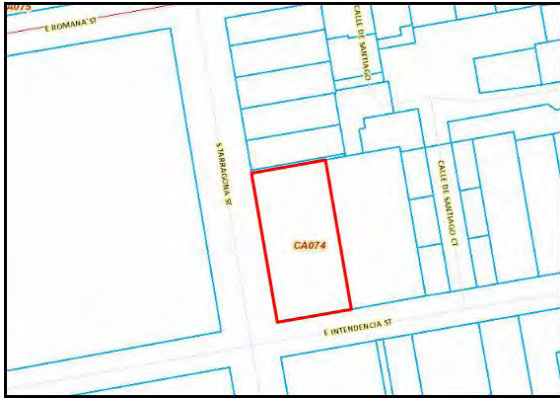


SALE COMPARABLES

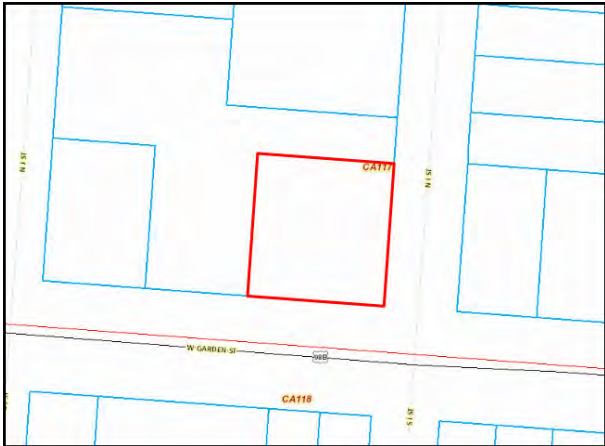
Sale Comparable 1



Sale Comparable 2



Sale Comparable 3



VACANT LAND SALES COMPARISON GRID

VACANT LAND SALES COMPARISON GRID							
	SUBJECT	SALE 1		SALE 2		SALE 3	
	600 W Intendencia	407 South A, 805 W. Zarragossa		120 S Tarragona St		1602 W Garden	
Community	Pensacola	Pensacola		Pensacola		Pensacola	
County	Escambia	Escambia		Escambia		Escambia	
Proximity to Subject	N/A	.5 Miles SW		1 Mile E		1 Mile W	
Sales Price	N/A	\$77,000		\$249,900		\$67,500	
Square Feet	3,750	14,375		14,280		15,000	
Sales Price/SF	N/A	\$5.36		\$17.50		\$4.50	
Property Rights	Fee Simple	Similar		Similar		Similar	
Adjusted Price/SF		0%	\$5.36	0%	\$17.50	0%	\$4.50
Financing							
Adjusted Price/SF		0%	\$5.36	0%	\$17.50	0%	\$4.50
Conditions of Sale							
Adjusted Price/SF		0%	\$5.36	0%	\$17.50	0%	\$4.50
Time/Market Adjustment	March-14	Feb-12		Dec-13		Sep-12	
Adjusted Price/AC		10%	\$5.89	0%	\$17.50	5%	\$4.73
Total Adjusted Price/AC		\$5.89		\$17.50		\$4.73	

ADDITIONAL ADJUSTMENTS							
	SUBJECT	SALE 1		SALE 2		SALE 3	
	600 W Intendencia	407 South A, 805 W. Zarragossa		120 S Tarragona St		1602 W Garden	
Total Adj. Sale Price/AC	N/A	\$5.89		\$17.50		\$4.73	
Location	600 W Intendencia	Similar	0%	Sl. Sup	-15%	Similar	0%
Topo./Environmental	Lev/Contamination	None	-5%	None	-5%	None	-5%
Zoning	M-1	C-3	0%	SSD	0%	C-3	0%
Road Frontage	30' on Intendencia	121' on A, 120' on Zarragossa	-10%	170' on Tarragona, 84' on E	-10%	120' on I, 125' on Garden	-10%
Gross Land Area (SF)	3,750	14,375	-10%	14,280	-10%	15,000	-10%
Utilities	Available	Similar	0%	Similar	0%	Similar	0%
Shape	Rectangular	Rectangular	0%	Rectangular	0%	Rectangular	0%
Corner/Interior	Interior	Corner	-5%	Corner	-5%	Corner	-5%
Total Net % Adj		-30%		-45%		-30%	
Total Adj Value/AC		\$4.12		\$9.63		\$3.31	



Total Gross % Adj.		40%		45%		35%	
Comparable Sale	Adjusted Indicator	% Applied	Weighted Indicator	Adjusted and Reconciled Unit Indicator	Subject Area (SF)	Indicated Market Value	
Comparable Sale #1	\$4.12	33%	\$1.36	\$5.66	3,750	\$21,232	
Comparable Sale #2	\$9.63	33%	\$3.18		Rounded	\$20,000	
Comparable Sale #3	\$3.31	34%	\$1.12				
		100%	\$5.66				

COMPARABLE LISTING 1

<input type="checkbox"/> COMMERCIAL SALES		400 ROMANO ST W PENSACOLA FL 32502	List Price: \$19,900
MLS # 435534	Prop Type: LAN	Status: Active	
Property Name:		List Date: 11/21/2012	
Address:	400 ROMANO ST W	Update Date: 11/8/2013	
City/ST/Zip Code:	PENSACOLA FL 32502		
County:	ESCAMBIA		
Available Building SqFt:	2,400	Acreage: 0.160000	
Prc/SqFt:	\$8.29	Dimensions: 40X171	
Zoning:	C-3	Frontage: 40	
Parcel #	0005009070080003	Depth: 171	
Dir: Corner of West Romana and Coyle Street			
Legal:			
Virtual Tour:		Media:	
			
Property Description			
Nice level corner lot zoned C-3!! Estimate on available building size - buyer should confirm with City Zoning.			

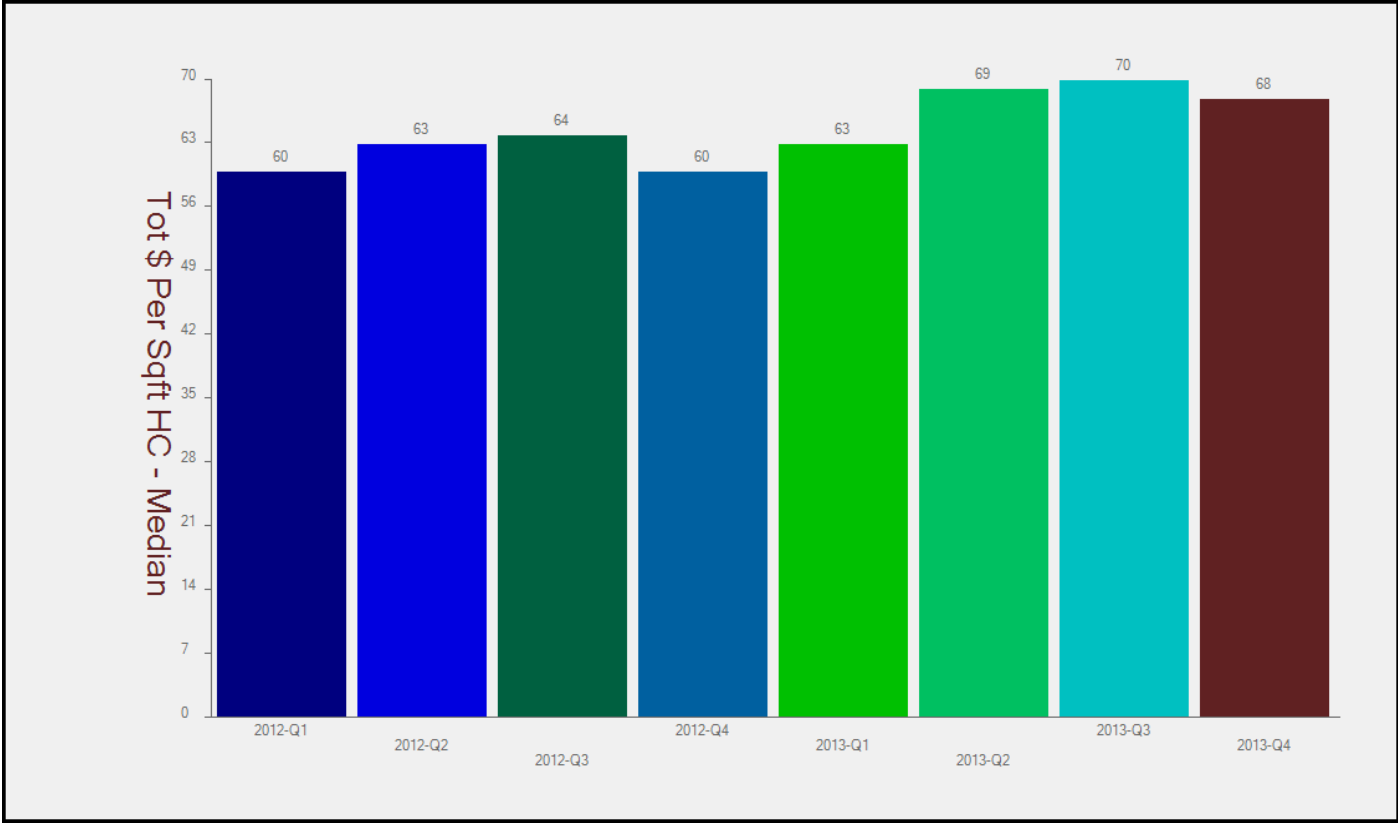
This parcel is located 1.2 miles east of the subject property. It consists of 5,640 SF of vacant land with 40 feet of frontage on Romana St, and 171 feet of frontage on S. Coyle St. This parcel has been actively listed since 11/21/2012 at a price of \$19,900 or \$3.52 per SF.

COMPARABLE LISTING 2

<input type="checkbox"/> COMMERCIAL SALES		700 TARRAGONA ST N PENSACOLA FL 32501	List Price: \$39,500
MLS # 406135	Prop Type: LAN	Status: Active	
Property Name:	GSLC1	List Date: 3/30/2011	
Address:	700 TARRAGONA ST N	Update Date: 11/8/2013	
City/ST/Zip Code:	PENSACOLA FL 32501		
County:	ESCAMBIA		
Available Building SqFt:	9,150	Acreage: 0.210000	
Prc/SqFt:	\$4.32	Dimensions: 60X152.5	
Zoning:	C-3	Frontage: 60	
Parcel #	0005009010140089	Depth: 152	
Dir: From Wright st, go north on Tarragona, property on left.			
Legal:			
Virtual Tour:		Media:	
			
Property Description			
Level vacant lot in downtown Pensacola, zoned C-3 for heavy commercial with outside storage.			

This parcel is located 1.4 miles north of the subject property. It consists of 9,150 SF of vacant land with 60 feet of frontage on Tarragona St. This parcel has been actively listed since 3/30/2011 at a price of \$39,500 or \$4.31 per SF.

TIMING GRAPH



QUALIFICATIONS OF APPRAISER

G. DANIEL GREEN, MAI, SRA

EDUCATIONAL BACKGROUND

Bachelor of Science in Business Administration (BSBA) degree earned - August 25, 1979, University of Florida, Gainesville, Florida. Majored in Real Estate and Urban Land Studies.

Successfully completed Course 101, Introduction to Appraising Real Property, Society of Real Estate Appraisers, University of Florida, June 1978.

Successfully completed Course 102, Applied Residential Property Valuation, Society of Real Estate Appraisers, University of Florida, November 1981.

Successfully completed Course I-A1, Real Estate Appraisal Principles, American Institute of Real Estate Appraisers, Mobile, Alabama, September, 1983.

Successfully completed Course I-A2, Basic Valuation Procedures, American Institute of Real Estate Appraisers, Mobile, Alabama, September, 1983.

Successfully completed Course I-BA, Capitalization Theory & Techniques, American Institute of Real Estate Appraisers, Cocoa, Florida, October, 1984.

Successfully completed Course I-BB, Capitalization Theory & Techniques, American Institute of Real Estate Appraisers, Austin, Texas, September, 1986.

Successfully completed Course 2-1, Case Studies in Real Estate Valuation, American Institute of Real Estate Appraisers, Athens, Georgia, March, 1987.

Successfully completed "Standards of Professional Practice", American Institute of Real Estate Appraisers, Destin, Florida, July 1987.

Attended "Important Changes in Federal Home Loan Bank Board Appraisal Standards", Mobile, Alabama, April, 1988.

Attended "FNMA Update", San Destin, Florida, November, 1988.

Attended "Professional Practice and the Society of Real Estate Appraisers," Ft. Walton Beach, Florida, May 1989.

Attended "Valuation and Evaluation of Proposed Projects", Ft. Walton Beach, Florida, August 1989.

Successfully completed Course 2-2, Report Writing and Valuation Analysis, American Institute of Real Estate Appraisers, Tallahassee, Florida, August 1989.

Attended "Environmental Hazards, Florida State Standards of Professional Practice", Florida School of Real Estate, Ft. Walton Beach, Florida, September, 1992

Successfully completed "Standards of Professional Practice, Part B", Appraisal Institute, Crestview, Florida, September, 1992.

Successfully completed "Income Property Demonstration Report", Appraisal Institute, October, 1992.

Successfully completed "The Appraiser's Complete Review", Appraisal Institute, February, 1993.

Passed Comprehensive Examination for the MAI designation of The Appraisal Institute, February, 1993.

Received MAI designation, Appraisal Institute, April, 1993

Attended "Practical Approaches To Appraising Troubled Properties", Appraisal Institute, June, 1993.

Attended "Appraisal Regulations of the Federal Banking Agencies", Appraisal Institute, September, 1993.

Attended "Rates, Ratios, and Reasonableness", Appraisal Institute, September 1993.

Attended "Accrued Depreciation", Appraisal Institute, March, 1994.

Attended "USPAP Update Core Law for Appraisers", May, 1994.

Attended "Understanding Limited Appraisals and Reporting Options (General)", Appraisal Institute, November, 1994

Attended "Core" Law for Appraisers, Appraisal Institute, February 1995.

Attended "Appraisers in Litigation", David Collins Real Estate Institute, November, 1996.

Attended "Environmental Risk and the R.E. Appraisal Pro", Appraisal Institute, August, 1996.

Attended "Residential Course", Appraisal Institute, May, 1997.

Attended "Standards of Professional Practice, Part A (USPAP)", Appraisal Institute, June, 1997.

Attended "Standards of Professional Practice, Part B, Appraisal Institute, June and September, 1997.

Attended "USPAP Update/Florida Law", Appraisal Institute, October, 1998.

Attended "The Good, The Bad, The Board", Appraisal Institute, November, 1999.

Attended "Partial Interest Valuation - Divided", Appraisal Institute, January, 2000.

Passed HUD & FHA Examination, January, 2000.

Attended "Analyzing Operating Expenses", Appraisal Institute, August, 2000.

Attended "USPAP & Law Update", Appraisal Institute, October, 2000.

Attended "Standards, Part. C", Appraisal Institute, January, 2002.

"Real Estate Fraud", Appraisal Institute, November, 2002.

“Florida State Law and USPAP Review for R. E. Appraisers, November, 2002.

Florida Continuing Education for Real Estate Professionals, 2001-2002 Online Course.

Appraisal Institute Online Course, “Valuation of Detrimental Conditions”, January 2003.

Attended “Appraisal Review-Single Family Residential.” Appraisal Institute, August, 2003.

Florida Continuing Education for Real Estate Professionals and Appraisal Institute, “Working with the Appraiser and Consumer”, September 13, 2004.

Florida Continuing Education, “FL State Law for Real Estate Appraisers,” November, 2004.

Florida Continuing Education, “400 National USPAP 7-hour update,” Appraisal Institute, November 5, 2004.

Florida Continuing Education, “Introduction to Income Capitalization,” Appraisal Institute, November, 2004.

Florida Continuing Education, “Feasibility Analysis Market Value and Investment timing: Introducing the Impact of Option Value,” Appraisal Institute, September 2005.

Florida Continuing Education, “Rates & Ratios: Making Sense of GIM’s, OAR’s, and DCF’s,” Appraisal Institute, September 2005.

Florida Continuing Education, “Florida Law Update,” Northwest Florida Chapter of the Appraisal Institute, August 2006.

Florida Continuing Education, “I400 National USPAP 7-hour Update Course,” Northwest Florida Chapter of the Appraisal Institute, August 2006.

Florida Continuing Education for Real Estate Professionals, 2006 online course, Bert Rodgers Schools.

Appraisal Institute Online Course, “Online Analyzing Operating Expenses,” November 20, 2006.

Appraisal Institute Course, “Rates and Ratios,” Las Vegas, NV July 16, 2007

Appraisal Institute Course, “The Real Estate Economy - What’s in Store for 2008” July 17, 2007

Appraisal Institute Course, “Small Hotel/Motel Valuation” December 26, 2007

Appraisal Institute Course, “Business Practices and Ethics,” December 24, 2007

Appraisal Institute Course, “Small Hotel/Motel Valuation,” December, 26 2007

Appraisal Institute Course, “Business Practices and Ethics,” December 24, 2007

McKissock, “Florida Supervisor/Trainee Roles and Relationships,” September 23, 2008

McKissock, "Florida Appraisal Laws and Regulations," September 24, 2008

Appraisal Institute Course, "USPAP," November 12, 2008

Florida Continuing Education, "Florida Law/Rules Roles and Responsibilities Site Valuation and Cost Approach," 25-hours Real Estate Education Specialists, August 27, 2009

Appraisal Institute Course, "Analyzing the Effects of Environmental Contamination on Real Property," September 9, 2010

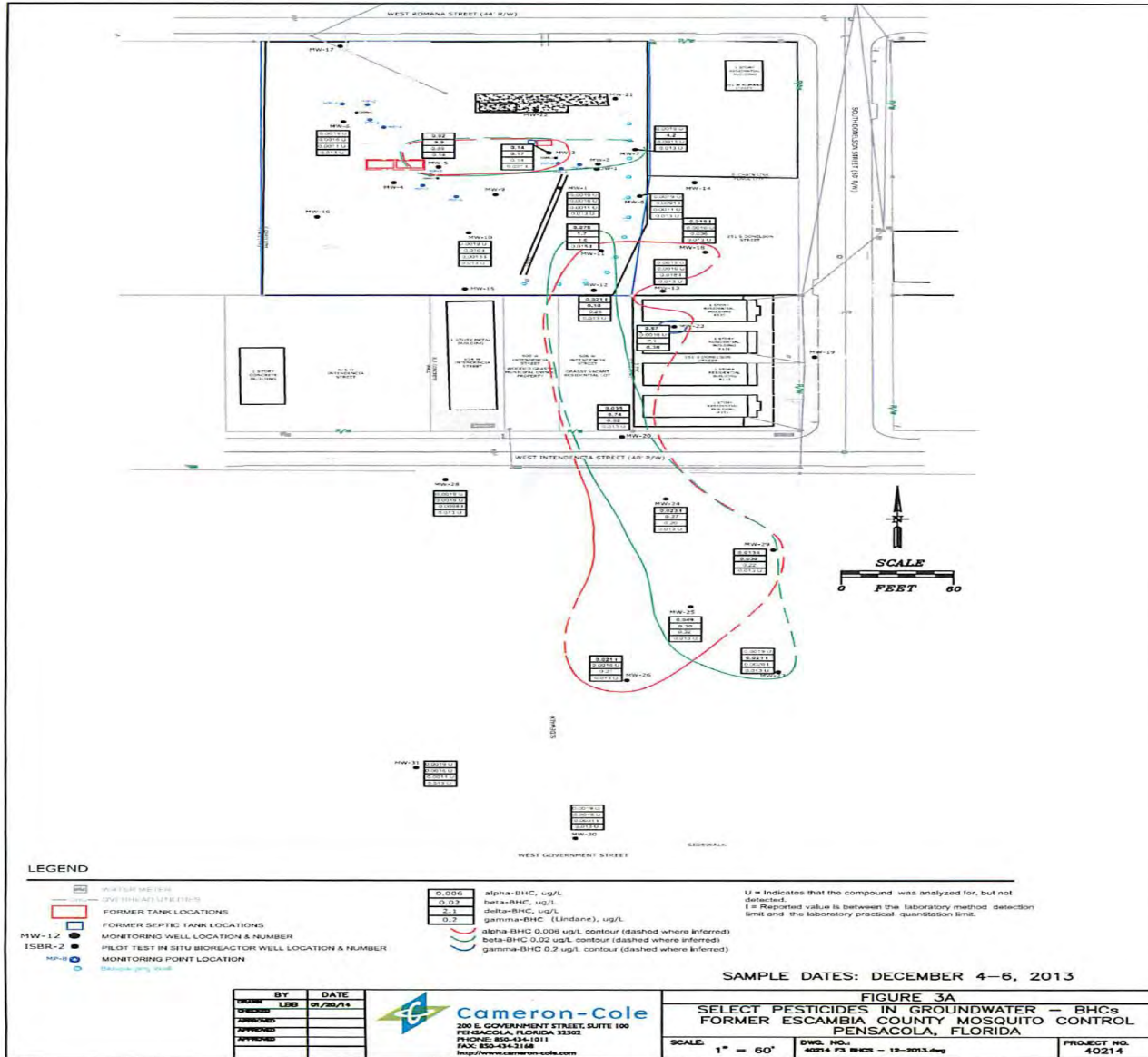
McKissock, "Florida Supervisor / Trainee Roles and Relationships," October 3, 2010

McKissock, "Florida Appraisal Laws and Regulations," October 3, 2010

Appraisal Institute Course, "The Lending World in Crisis - What Clients Need Their Appraisers to Know Today," May 13, 2011

ADDENDA

Plume Exhibit



ENGAGEMENT LETTER

Sent: Tuesday, February 18, 2014 10:27 AM

To: GCGRIFFI@co.escambia.fl.us

Cc: Tessa Perkins

Subject: FW: Appraisal Quote

Glenn,

We can keep it pretty simple on this one, using a concise summary form. Fee should be no more than \$575.

Thanks

Dan

From: Glenn C. Griffith [<mailto:GCGRIFFI@co.escambia.fl.us>]

Sent: Tuesday, February 18, 2014 10:17 AM

To: Dan Green

Subject: Appraisal Quote

Hi Dan,

I need an appraisal on a property located at 600 Intendencia Street, Pensacola. Please see attached

Thanx,

Glenn Griffith

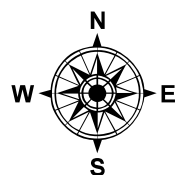
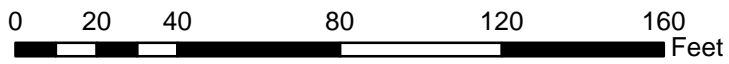
Brownfields Coordinator

Escambia County

Community & Environment Division

221. Palafox Place, Suite 305

600 W. Intendencia



Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

Re:

General Information	
Reference:	000S009080320087
Account:	153101150
Owners:	PENSACOLA CITY OF
Mail:	PO BOX 12910 PENSACOLA, FL 32521
Situs:	600 W INTENDENCIA BLK 32502
Use Code:	VACANT COMMERCIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

2013 Certified Roll Assessment Improvements:
Land:
Total:
Save Our Homes:
Disclaimer
Amendment 1/Portability

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2004	5527	1975	\$100	WD	View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2013 Certified Roll Exemptions
MUNICIPAL OWNED
Legal Description
W 30 FT OF LT 27 BLK 87 MAXENT PORTION OF MAXENT LT G CA 97..
Extra Features
None

Parcel Information

Section Map Id:
[CA097](#)

Approx. Acreage:
0.0900

Zoned:
M-1

Evacuation & Flood Information
[Open Report](#)

The map shows a street grid with 'W INTENDENCIA ST' at the bottom. A red rectangle highlights a specific parcel. Dimensions for various lots are labeled: 107.67, 130, 125, 90, 40, 30, 40, 110, 50, 50, 30.

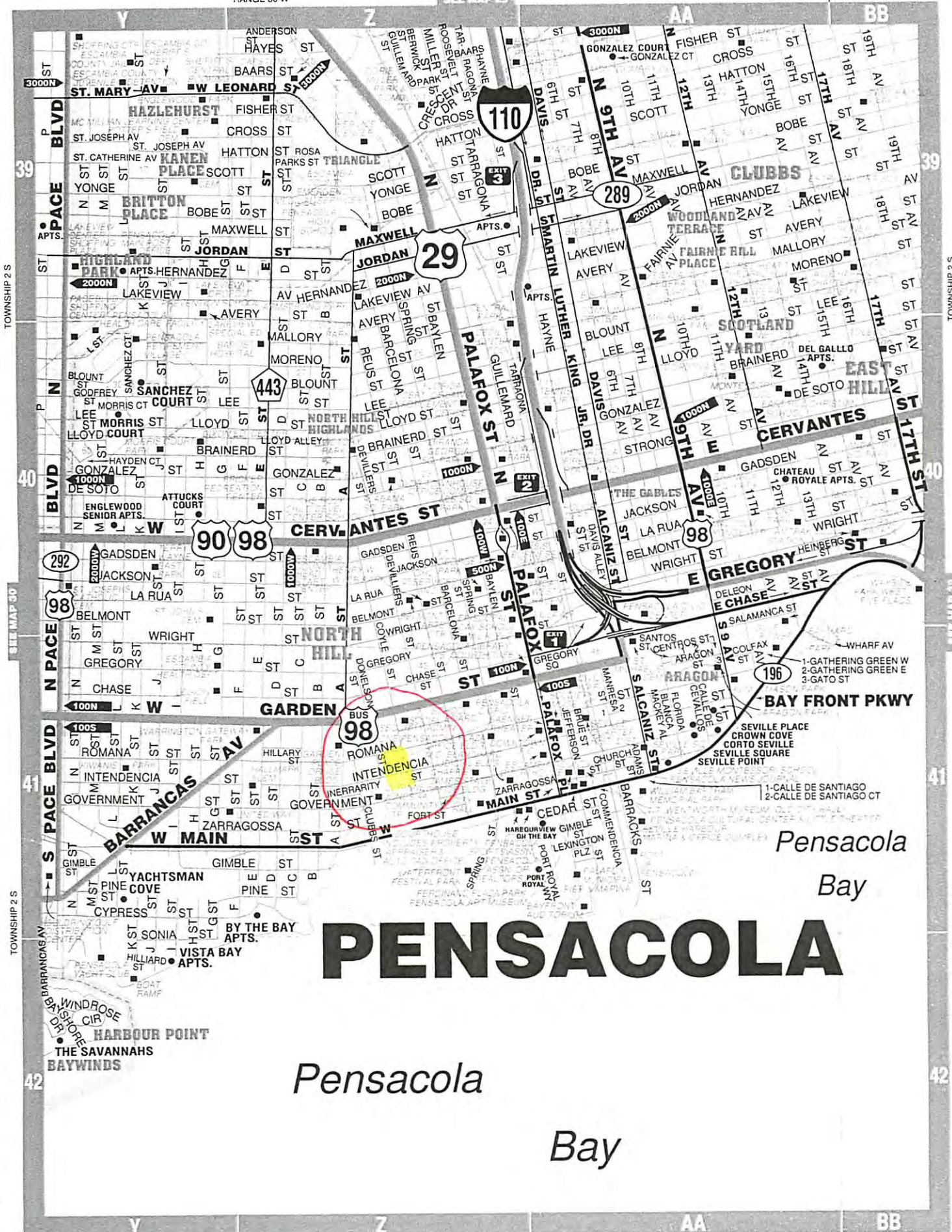
Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No res is assumed for inaccuracies or errors.



RANGE 30 W

SEE MAP 25



Pensacola Bay

PENSACOLA

Pensacola Bay



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 600 W. Intendencia, PRN# 000S009080320087 _____

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: No Appraisal Required- _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: *waived - Remediation underway by County*

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 600 W. Intendencia, PRN# 000S009080320087 _____

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: No Appraisal Required- _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: Marcus faulkner
 Date: 1-6-14
 Comments: No Risk Management Concerns Noted

J. Marcus Faulkner
Digitally signed by J. Marcus Faulkner
 DN: cn=J. Marcus Faulkner, o=Escambia County BCC, ou=Risk Management, email=jmfaulkn@co.escambia.fl.us, c=US
 Date: 2014.01.06 11:26:47 -06'00'

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 600 W. Intendencia, PRN# 000S009080320087

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Facilities Management
 Date: December 2, 2013
 Comments: No inspection performed since there are no permanent structures on the property.

Director's Signature 
 David W. Wheeler, CFM

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 600 W. Intendencia, PRN# 000S009080320087 _____

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: No Appraisal Required- _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: Rick Calocalo
 Date: 12/12/13
 Comments: REVIEWED BOUNDARY SURVEY - NOT FIELD VERIFIED.

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6226

County Administrator's Report 13. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Commercial Facade, Landscape, and Infrastructure Grant Program

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program for 3221 Barrancas Avenue - Keith Wilkins, Community & Environment Department Director

That the Board amend its action of January 16, 2014, approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between the Escambia County Community Redevelopment Agency and Grande Lagoon Marine, Inc., the owner of commercial property located at 3221 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$10,000, to correct the Funding Source information, as follows:

Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301.

BACKGROUND:

On January 16, 2014, the Board approved the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Grande Lagoon Marine, Inc. The previously approved funding source CDBG 2010, Fund 129, and Cost Center 220435 needs to be amended to reflect new funding source Barrancas TIF, Fund 151 and Cost Center 220519. The Board Minutes from January 16, 2014 is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal review required.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, will handle all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

BCC Minutes for JAN 16

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20 Approval of Various Consent Agenda Items – Continued

11. Ratifying the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Milton Road:
 - A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willie Mae West, the owner of residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$3,145, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer and installing a new central heating and air conditioning system; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

12. Ratifying the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 3221 Barrancas Avenue:
 - A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Grande Lagoon Marine, Inc., the owner of commercial property located at 3221 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through CDBG 2010, Fund 129, Cost Center 220435, Object Code 58301, for connecting to sanitary sewer, improving the parking lot, providing handicapped access, and installing fencing; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6174

County Administrator's Report 13. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: State Housing Initiatives Partnership (SHIP) Agreement with Town of Century

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State Housing Initiatives Partnership Agreement with the Town of Century - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the State Housing Initiatives Partnership (SHIP) Agreement with Town of Century:

A. Approve the Interlocal Agreement for SHIP Housing Repair/Replacement Assistance Project (Town of Century) between the County of Escambia and the Town of Century, to provide \$30,000 in SHIP Program funds, to support housing repair activities within the Town; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Project-related documents, as required to implement the Project.

[Funding: Fund 120, 2014 SHIP, Cost Center 220444]

BACKGROUND:

The 2014-2016 Escambia/Pensacola SHIP Program Local Housing Assistance Plans approved by the Board on April 2, 2013 (see **Exhibit I**) incorporated an allocation for housing repair assistance for very low and low income families. The Town of Century has requested a matching allocation from SHIP to support housing rehabilitation activities in the Town over the next 12 months. The \$30,000 in SHIP funding will be matched with Florida Small Cities Community Development Block Grant funds as secured by the Town through the Florida Department of Economic Opportunity. The Town will handle client applications and construction management for the 3-4 homeowners who will receive housing repair assistance through this Agreement. The Agreement, included in **Exhibit II**, will allow the homes to be addressed through provision of needed repairs.

BUDGETARY IMPACT:

The \$30,000 required for this Agreement is budgeted in Fund 120/2014 SHIP Program, Cost Center 220444.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements with other local governments must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The SHIP project will be coordinated through the County Community & Environment Department. The Town of Century and the Florida Department of Economic Opportunity will be involved as required to fully complete the housing repair activities for eligible homeowners.

Attachments

Exhibit I

Exhibit II

RESUME OF THE REGULAR BCC MEETING – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board authorize the Chairman to send a letter to the Florida Department of Revenue informing them that the Escambia County Board of County Commissioners is aware that proceeds available to Counties, pursuant to Section 212.20(6)(d)6a, Florida Statutes, are being directed to the Escambia County School District.

Approved 5-0

5. Recommendation: That the Board take the following action regarding the Escambia/Pensacola 2014-2016 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (Funding: Fund 120, SHIP; funds will be budgeted in Fiscal Year 2014):
- A. Adopt the Resolution approving the Escambia/Pensacola 2014-2016 SHIP Local Housing Assistance Plan, including SHIP financed affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications; projected SHIP funding (estimated program income only) for each year of the three-year Plan period is: 2014 \$100,000; 2015 \$100,000; and 2016 \$100,000;
 - B. Approve the SHIP Program Escambia/Pensacola Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan;
 - C. Authorize staff to revise the SHIP budgetary allocations within the approved Plan or between the approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation (FHFC); and
 - D. Authorize the Chairman and/or the Interim County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Plan and all related activities.

Approved 5-0

**INTERLOCAL AGREEMENT
FOR
SHIP HOUSING REPAIR/REPLACEMENT ASSISTANCE PROJECT
(Town of Century)**

THIS AGREEMENT is made and entered into this 3rd day of June, 2014, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **TOWN OF CENTURY**, a municipality chartered in the State of Florida ("**CENTURY**"), whose address is 7995 North Century Boulevard, Century, Florida for the sole purpose of assisting qualified applicants for the SHIP Housing Repair/Replacement Assistance Project ("the Project") through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program ("SHIP Program", "the Program").

WITNESSETH

WHEREAS, Escambia County and the Town of Century have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by Florida Statutes Section 163.01 et. seq. to enter into interlocal agreements, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County has elected to participate in the SHIP Program in order to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida; and,

WHEREAS, said SHIP Program provides that the County may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the SHIP Program; and,

WHEREAS, the County and Town desire to enter an agreement to cooperatively implement the Project in accordance with governing regulations and requirements stipulated herein; and,

WHEREAS, it is in the best interest of the County to enter an agreement with the Century for the specific purpose of providing for the implementation of said Project within Escambia County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

ARTICLE I
Supervision

1. The Town of Century agrees to perform the required services under the general coordination of the Escambia County Community & Environment Department.

1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with Century is hereby designated as follows:

Contract Manager for County: Randy Wilkerson *(or alternate individual as may designated
In writing by County)*
Escambia County Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502
E-Mail: wrwilker@myescambia.com
Phone: (850) 982-7608

Contract Manager for Century: Freddie McCall, Mayor
Town of Century
7995 North Century Boulevard
Century, Florida 32535
Phone: (850) 256-3208
Fax: (850) 256-0318

Contract Coordinator (Agent) for Century:
Debbie Nickles, President
Nickles Consulting Group
4419 Devonshire Place
Pace, FL 32571
Phone - (850) 994-0081
Fax - (850) 994-6935

ARTICLE II Scope of Services

2. Century agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 Century shall directly provide all services required to complete the repair or replacement of substandard, homeowner occupied single family homes for families meeting the Low Income limitations stipulated in Florida Administrative Code (FAC) 67-37 and amendments thereto.

ARTICLE III Funding

3. The County agrees to contribute matching funds in an amount not to exceed **\$30,000.00** payable solely from available SHIP Program funds toward the costs of repairing or replacing substandard housing units occupied by eligible families participating in the SHIP Housing Repair/Replacement Assistance Project; the Florida Department of Economic Opportunity Small Cities Community Development Block Grant, Housing Rehabilitation/Replacement Grant Program; or similar repair programs as may be administered by Century, subject to possible reduction under Article VI hereof.

3.1 The County shall disburse the SHIP Program funds from Fund 120, the Affordable Housing Trust Fund, as legally established within the budget accounts and records of the County.

3.2 The County shall pay SHIP Program funds on behalf of eligible clients under Century's home repair/replacement program(s), who have been pre-approved by the County for SHIP Program assistance. SHIP Program funds, in an aggregate amount not to exceed that stipulated in Article 3 above, shall be paid to vendors providing construction and repair services to pre-approved, eligible Project clients, subject to Century's submission of all documentation with respect to client eligibility, repair/construction costs, and construction inspection and approvals, and any other relevant documentation requested by the contract manager.

3.3 The method of payment shall be in accordance with the process described in **EXHIBIT I** of this Agreement.

ARTICLE IV Reporting

4. Century shall provide the County with a Quarterly Report, including the narrative summary of progress and financial statement described in **EXHIBIT II** of this Agreement; or an alternate form of Quarterly Report containing the required information.

4.1 The Quarterly Report shall be due quarterly in January, April, July and October, unless an alternate reporting schedule is approved mutually by County and Century, and this obligation shall survive termination of this Agreement and continue until all required information concerning the Project has been received by the County.

4.2 This Quarterly Report is due on the 10th day of the months stated above, unless an alternative schedule is agreed upon by the parties. The Quarterly Reports shall be cumulative and shall track the Project from start to finish.

4.3 Century shall provide the County with additional information as may be required by state or federal agencies to substantiate SHIP Program activities, client eligibility, or Project expenditure eligibility.

ARTICLE V Indemnification

5. Century shall act as an independent contractor, and not as an employee of the County in providing the aforementioned service. Century shall hold harmless Escambia County, the City of Pensacola and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. Century's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 Century is a municipality created under provisions of Florida Law, and as such shall have the direct responsibility for the activities undertaken in conjunction with this Agreement. It is anticipated that all financial assistance provided on behalf of eligible families under the terms and conditions of this Agreement shall be processed and administered in accordance with the regulations promulgated by the State of Florida which respectively govern the State Housing Initiatives Partnership ("SHIP") Program and amendments thereto, and other programs as may be administered by Century in conjunction with undertaking the SHIP Program. In the event of conflict between the governing regulations, the more restrictive regulation shall be applied. Funding from other Federal or State housing programs can be combined or leveraged to meet identified needs of SHIP eligible families to the extent that the governing regulations permit such combination. Century agrees that the County's sole responsibility under this Agreement is to provide SHIP Program financial assistance on behalf of SHIP Program eligible families.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the 3rd day of June, 2014, and shall terminate on December 30, 2015, unless canceled sooner with or without cause, by agreement of the contract managers giving thirty (30) days prior written notice of such cancellation.

6.1 Provided, that if the contract manager agrees that Century has failed to satisfactorily perform its duties as set forth herein or in the event that SHIP Program funds fail to be or cease to be provided to the County, then the County may terminate this contract effective immediately without incurring any penalty, and shall be responsible for payment of those commitments made through the date of termination.

6.2 Century shall be subject to a performance review by the County, or a designated representative thereof, at three (3), six (6) and nine (9) month intervals based upon the effective date of this Agreement. The three (3) month review will be advisory in nature and designed to assist Century in identifying impediments to effective implementation of the Project. A written performance report shall be provided by the County to Century at the three (3) month interval, indicating any recommendations, performance deficiencies or financial irregularities. Failure of Century to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.3 The six (6) month review shall examine Century's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this agreement. If, at the six (6) month interval, Century has not contractually committed a minimum of fifty percent (50%) of the SHIP Program funds stipulated in Article III, this agreement shall be unilaterally amended to reduce the funding by the difference between the amount contractually committed by Century and the fifty percent (50%) threshold, leaving fifty percent (50%) of the total funds available in the last six (6) months. Funds removed from availability shall be reallocated for other SHIP Program activities.

6.4 The nine (9) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the project.

ARTICLE VII
Accountability

7. Century shall maintain a detailed file on every client for whom financial assistance is sought under the terms of this Agreement. Century shall ensure that each applicant for housing repair/replacement assistance under the Project agrees, as a condition of approval, that the County, City of Pensacola, State of Florida, Florida Housing Finance Corporation, or their duly authorized representatives shall be allowed access to the loan/grant file(s) for purposes of documenting compliance with SHIP Program requirements associated with this Agreement. Century shall be fully, and directly responsible for the proper documentation associated with the expenditure of all SHIP Program funds provided under this Agreement.

7.1 These records and accounts shall be kept and maintained, for a minimum period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation in which case they shall be retained indefinitely pending resolution of such review.

ARTICLE VIII
Nepotism

8. Century agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. Century agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Century accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Century will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Century agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X
Program Income

10. No program income will result from the provision of SHIP Program funds under this Agreement.

ARTICLE XI
Uniform Requirements

11. Century shall comply with applicable provisions of the uniform requirements described in Florida Administrative Code (FAC) 67-37 with regard to management and implementation of the Project. The text of Florida Administrative Code (FAC) 67-37, as amended, has been provided to Century in its entirety as certified in **EXHIBIT III** of this agreement. Century agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

ARTICLE XII
Procurement

12. Century shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities.

ARTICLE XIII
General Provisions

13. Century accepts the funds so provided under this Agreement and agrees that the contents of **EXHIBITS I, II and III** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Century agrees:

13.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein.

13.2 That all SHIP Program funds provided through this Agreement shall be used solely in support of homeownership activities targeting the preservation of existing homeowner occupied single family residences.

13.3 Project funds shall be restricted to low income eligible homeowners residing within the Town of Century, Florida, which shall be the defined service area for purposes of this Agreement.

13.4 That Project activities shall be dually governed by requirements of Century's non-SHIP home repair or replacement programs, if any, and Florida Administrative Code (FAC) 67-37, and amendments thereto. In the event of an unmitigated conflict between the governing requirements with respect to any individual client's income or housing unit eligibility, Century and County agree that neither party shall be obligated to complete the repair or replacement of that subject unit.

ARTICLE XIV
Understanding of Terms

14. This Agreement represents the entire and integrated agreement between the County and Century and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by Century and County or in accordance with the provisions contained in this document.

14.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

14.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

14.5 This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

14.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

SIGNATURE PAGE TO FOLLOW

The remainder of this page is intentionally left blank.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

BY: _____
Lumon J. May, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

BCC Approved: June 3, 2014

By: _____
Deputy Clerk

Escambia County Legal Department Approval:

S E A L

Approved as to form and legal
sufficiency.

By/Title: Kedward ACH
Date: 4/22/14

**TOWN OF CENTURY, a municipality
chartered in the State of Florida, by
its TOWN COUNCIL**

ATTEST:

(SEAL)

By: _____
Freddie McCall, Mayor

**SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
THE "SHIP" HOUSING REPAIR/REPLACEMENT ASSISTANCE PROJECT**

**NAME OF SPONSOR: TOWN OF CENTURY
AGENT: NICKLES CONSULTING GROUP**

1. PURPOSE

The purpose of this Agreement is to provide limited housing repair/replacement assistance to certain eligible "Very Low" and "Low Income" families. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. County shall annually provide updated income eligibility guidelines for use by Century in carrying out the requirements of this Agreement. Century shall be responsible for ensuring documentation of the eligibility of each applicant, and will receive assistance from the County contract manager to determine eligibility upon request.

2. SCOPE OF SERVICES

Century and/or its designated Contractor Coordinator/Agent shall provide affordable housing client eligibility intake, contracting for repairs/construction services under terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make certain funds available to support the repair or replacement of existing owner occupied substandard housing units targeting Very Low and Low Income families. Such funds are allocated from **Escambia/Pensacola SHIP Program** funds in the amount of **\$30,000.00**.

SHIP Program housing repair/replacement funds shall be committed by the County on behalf of eligible "Very Low" and "Low Income" families residing in Escambia County, Florida, in an amount not to exceed **\$7,500** per home, unless Century is notified in writing by the County Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Housing Assistance Plan. Century shall be responsible for fully documenting to the County the eligibility of such clients and assuring that SHIP Program funds provided to Century are expended solely for eligible activities.

II. OBJECTIVES

Century shall cause the limited repair or replacement of at least **four (4)** substandard single family homes, including dilapidated mobile homes, owned and occupied by "Very Low or "Low Income" families within Escambia County during the term of this Agreement. Components repaired within the homes shall meet minimum standards required by applicable provisions of the Florida Building Code, applicable health or safety standards, or other comparable standards promulgated for use in housing repair, rehabilitation and/or replacement housing initiatives. All assistance shall be provided so as to be affordable to eligible Project clients.

III. SERVICES

This Agreement presumes that Project activities will proceed generally in accordance with Century's established procedures and policies which govern ongoing housing repair or replacement programs, with minimal overlay of SHIP Program requirements to ensure concurrent compliance with Florida Administrative Code (FAC) 67-37. Century shall perform or cooperate in performance of the following services as required to implement the Agreement.

- A. Develop or adapt existing forms, policies, client intake procedures, client characteristics data collection, income verification procedures, record keeping, and other matters as necessary to document beneficiaries, Project activity costs, utilization of SHIP Project funds and, if utilized in conjunction with this Project, non-SHIP Program funds on a per unit (home) basis.
- B. Provide services associated with housing rehabilitation client intake, eligibility processing, intake, eligibility processing, development of construction specifications, selection of construction vendors, construction management and completion inspection(s) and coordination of any resources needed to produce a minimum of **four (4)** repaired units within the term of this Agreement at a SHIP Program cost of not more than **\$7,500** per unit (including service delivery costs), unless Century is notified in writing by the County Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Housing Assistance Plan.
- C. Documentation of client eligibility is mandatory under this Agreement. Failure to properly document eligibility will result in denial of Century's payment request. Documentation shall include proper verification of income eligibility, and evidence of a participant's basic need for the assistance, and all other eligibility information required under state law.

IV. CENTURY INFORMATION

ADDRESS:

Town of Century
7995 North Century Boulevard
Century, Florida 32535

CONTACT: Freddie McCall
TITLE: Mayor
Phone: (850) 256-3208
Fax: (850) 256-0318

V. QUARTERLY REPORTS

- A. Century shall prepare and provide to the contract manager a report of activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this Agreement until received by the County.
- B. The Quarterly Report shall contain a narrative on the progress of the project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein, unless an alternate form is mutually approved by the County and Century.

- C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding of further payments under this Agreement.

VI. PAYMENT SCHEDULE AND PROCEDURE

- A. All applicants (clients) for financial assistance under this Agreement shall file an Application with the Town of Century or its designated Contract Coordinator/Agent in accordance with regulations governing the SHIP Housing Repair/Replacement Assistance Project and other associated programs, through which Century may dually fund housing repairs or replacements in relation to this Agreement, as applicable on a case-by-case basis. All applicants for assistance shall be initially determined eligible under the SHIP Housing Repair/Replacement Assistance Project and other associated programs, as applicable, to be eligible to participate in activities provided for under this Agreement. Century and its designated Contract Coordinator/Agent shall process all applicants in accordance with established application and income verification procedures. When a request has reached the point of approval, Century shall provide the application information and contractor's bid to the County and request a commitment of SHIP Program funds for that applicant ("client"). Upon receipt of the County's commitment, Century may then formally approve and obligate the SHIP funds, along with any other funds available to Century, that are required to complete rehabilitation of the subject dwelling (if any). In all cases, Century and/or the applicant, shall contract with a licensed residential contractor to complete the actual rehabilitation or replacement housing work. Century shall establish and follow a bid/solicitation process, or an acceptable alternate contractor selection and award process, that provides open and equal opportunities for qualified contractors interested in completing construction work in relation to this Agreement. As the work progresses, the contractor may request, via Century, payment under the terms of the contract between Century and the contractor. Not more than one payment (at final completion) per unit shall be issued by the County in support of the Project, unless there are extenuating circumstances that are approved in advance by the County Contract Manager. Century and its designated Contract Coordinator/Agent shall process and verify the accuracy of the payment request and inspect the completed work prior to approving and forwarding the request for payment to the County. Century shall request an amount equal to the County's share of the total payment requested by the Contractor (or 100% of the eligible costs, if there are no other funds committed to the unit). Following County review and approval, the Clerk of the Circuit Court/Finance Division shall, within fifteen (15) days of the receipt of the payment voucher, issue payment for the completed construction work. Checks shall be made payable to the approved Contractor and the Clerk of the Circuit Court/Finance Division shall mail the County warrant (check) directly to the Contractor and any parties who performed eligible work or services in relation to the repair or replacement of the housing unit.
- B. As a pre-condition to payment by the County hereunder, for each housing unit Century, or its agent, shall make a request for a SHIP fund commitment by presenting to the County Contract Manager all supportive documentation, including a complete, executed and

approved application form executed by authorized representative(s) of Century and by the client requesting SHIP assistance (including income verification documentation); the location of the housing unit to be repaired; and a copy of the contractor's bid for completion of the construction work. The County Contract Manager shall review the documentation and within (10) days of receipt of the documentation, shall provide a written commitment of SHIP funds.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

- A. The Project will be monitored continuously based upon the documentation submitted by Century. Additionally, the County will monitor the Project at three (3), six (6) and nine (9) month intervals. Century shall provide Project related information to the contract manager to assist their review and will be responsible for compliance with the terms of this Agreement.

- B. The County shall review and evaluate Century's performance under this Agreement and the effectiveness of the Project in preserving affordable housing units. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of this Agreement.

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

2014 INCOME GUIDELINES
(Escambia/Pensacola SHIP Effective Date: February 1, 2014)
(FHFC Effective Date: December 18, 2013)

# PERSONS IN FAMILY	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)
1	\$20,450	\$32,700
2	23,400	37,400
3	26,300	42,050
4	29,200	46,700
5	31,550	50,450
6	33,900	54,200
7	36,250	57,950
8	38,550	61,650

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.

QUARTERLY STATUS REPORT
REPORT # _____

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM

FROM: TOWN OF CENTURY

DATE: _____

RE: PROJECT: SHIP HOUSING REPAIR/REPLACEMENT ASSISTANCE PROJECT

CONTRACT: 2014/2015

QUARTER: October-December April-June
 January-March July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM). If this information is submitted at the time of client approval please do not resubmit the data in this report. A summarization will be acceptable.

B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED. (QUARTERLY STATUS AND FINANCIAL REPORTS).

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

QUARTERLY FINANCIAL REPORT

RE: PROJECT: HOUSING REPAIR/REPLACEMENT ASSISTANCE PROJECT
(Century)
CONTRACT: 2014/2015

CONTRACT AMOUNT: \$ _____

Reporting Period (Quarter): **October-December**
January-March
April-June
July-September

EXPENDITURES:

<u>CLIENT NAME/UNIT ADDRESS</u>	<u>SHIP COST</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total expenditures this period \$ _____
Remaining contract amount \$ _____
Balance end of this reporting period \$ _____

Comments

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Position

Date

EXHIBIT III

**SHIP PROGRAM RULES AND REGULATIONS
CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE**

**CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37**, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

Town of Century, Florida

By: _____
Freddie McCall, Mayor

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6181

County Administrator's Report 13. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Approval of Letter of Agreement between Escambia County and the Agency for Health Care Administration

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Letter of Agreement between Escambia County and the Agency for Health Care Administration - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Letter of Agreement between Escambia County and the Agency for Health Care Administration (AHCA):

A. Approve and authorize the Chairman to sign the Letter of Agreement, in the amount of \$76,910, allowing the County to participate in the Low Income Pool Program, and providing matching dollars to the Escambia Community Clinics (ECC); and

B. Decrease the Fiscal Year 2013/2014 allocation to ECC by \$36,088, and increase the allocation to AHCA by the same amount.

BACKGROUND:

This Letter of Agreement will allow the County and ECC to participate in ACHA's Low Income Pool program which will provide matching funds to ECC. The County will send AHCA \$36,088, and AHCA will return to ECC a total of \$294,000. The \$36,088 represents the final two quarterly payments owed under this agreement. The first two quarterly payments were made using credits accrued with ACHA.

BUDGETARY IMPACT:

No additional funds are required. A portion of the funds currently allocated to ECC will be redirected to make payments to AHCA.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Letter of Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter of Agreement

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2014, by and between Escambia (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill 1500, the General Appropriations Act of State Fiscal Year 2013-2014, passed by the 2013 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$76,910.
 - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
 - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
 - i. The Disproportionate Share Hospital (DSH) program.
 - ii. The removal of outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.
 - iii. The removal of outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.
 - iv. The removal of outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - v. Inpatient DRG add-ons for teaching, specialty, children's, public and community hospital education program hospitals; hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent; or hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - vi. The annual cap increase on outpatient services for adults from \$500 to \$1,500.
 - vii. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
 - viii. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - ix. Medicaid LIP payments to Federally Qualified Health Centers.

- x. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
 - xi. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.
- 2. The County will pay the State an amount not to exceed the grand total amount of \$76,910. The County will transfer payments to the State in the following manner:
 - a. Credits (SFY 1213 IGT Credits) were applied in the amount of \$19,229 to the first and \$19,229 to second quarter payments to cover the payments of \$19,229 for the months of July, August, and September for first quarter, and October, November, and December for second quarter.
 - b. The remaining balance of credit, \$2,366, was applied to the third quarterly payment leaving \$16,861 due for third quarter and \$19,227 due for fourth quarter.
 - c. The State will bill the County each quarter payments are due.
- 3. Timelines: This agreement must be signed, submitted, and received to the Agency no later than October 1, 2013, for self-funded exemptions, buybacks and DRG add-ons, to be effective for SFY 2013-2014.
- 4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2013-2014.
- 5. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
- 6. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
- 7. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
- 8. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
- 9. The Agency will reconcile the difference between the amount of the IGTs used by or on behalf of individual hospitals' buybacks of their Medicaid inpatient and outpatient trend adjustments or exemptions from reimbursement limitations for SFY 2012-13 and an

estimate of the actual annualized benefit derived based on actual days and units of service provided. Reconciliation amount may be incorporated into current year (SFY 2013-14) LOAs.

- 10 This Letter of Agreement covers the period of July 1, 2013 through June 30, 2014 and shall be terminated June 30, 2014.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

**Board of County Commissioners
Escambia County, Florida**

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved _____

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 5/13/14

State of Florida

Stacey Lampkin
Acting Assistant Deputy Secretary for Medicaid
Finance, Agency for Health Care Administration

Local Government Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2013-2014
Supplemental Payments	
LIP	\$76,910
SFY 1213 IGT Credits	(\$40,822)
DSH	
Nursing Home SMP	
Outpatient Amounts	
Automatic Buyback	
Self-Funded Buyback	
Automatic Exemption	
Self-Funded Exemption	
SWI	
Inpatient Amounts	
Automatic DRG Add-On	
Self-Funded DRG Add-On	
Total Funding	\$36,088



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6197

County Administrator's Report 13. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Surplus and Sale of Real Properties

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Properties That Have Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

- A. Authorize the County Attorney to take such necessary actions to evict the occupants of these County-owned properties, if they are still occupying premises;
- B. Declare surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account	Reference	Address	2013 PA Value	Dist
133766000	000S009020025102	310 E Mallory St	\$57,356	3
020304000	111S301101003090	9300 Palafox Hwy Blk	\$9,500	3
021422000	121S306105000000	470 E Johnson Ave	\$4,788	3
021430000	121S306106000018	8520 Sonnyboy Ln	\$5,415	3
023626000	211S302101010015	309 Vera Ln	\$7,125	3
030728000	231S302500003006	7731 Fiesta Rd	\$8,075	3
030763240	231S303500027001	7812 Calahan Pl	\$8,075	3
030800000	231S304401000016	1322 Basin St	\$7,600	3
050788000	042S306001018002	2910 N Tarragona St	\$7,200	3
050809000	042S306001035003	3006 N Tarragona St	\$7,200	3
061324000	172S301300001033	1900 N T St	\$14,535	3
061344000	172S301300170035	2408 W Lakeview Ave	\$7,009	3
061359000	172S301300017037	2600 W Lakeview Ave Blk	\$9,233	3
061360000	172S301300019037	2600 W Lakeview Ave Blk	\$9,233	3
062114000	172S301500019026	2400 N S St	\$7,386	3
062218000	172S301600830083	1912 W St Catherine St	\$14,108	3
062389000	172S305009023041	1224 W Hatton St	\$5,472	3
062406000	172S305009000064	1209 W Cross St	\$6,318	3

C. Authorize the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorize the Chairman to sign all documents related to the sales.

BACKGROUND:

These properties escheated to the County on May 2, 2014. The sale of the parcels will be set at the current value assessed by the Property Appraiser. The County does not have a need for these properties.

BUDGETARY IMPACT:

Sale of these properties will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

May 2 Escheated Properties-Backup reduced size

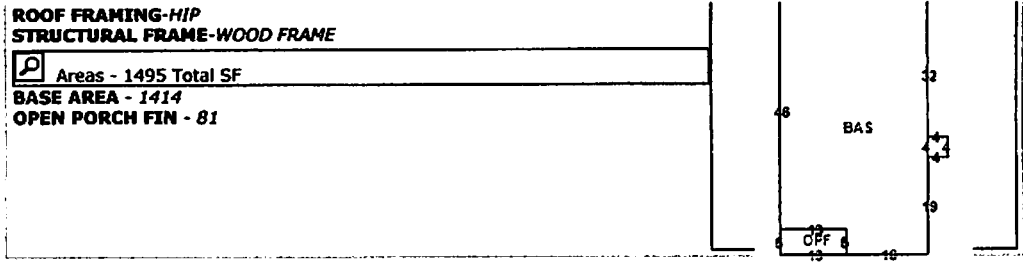


Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

<p> <input type="radio"/> Navigate Mode <input checked="" type="radio"/> Account <input type="radio"/> Reference </p> <p style="text-align: right;">Printer Friendly Version</p> <p>General Information</p> <p> Reference: 000S009020025102 Account: 133766000 Owners: PORTER CHARLES Mail: 310 E MALLORY ST PENSACOLA, FL 32503 Situs: 310 E MALLORY ST 32503 Use Code: SINGLE FAMILY RESID Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small> </p> <p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1975</td> <td>934</td> <td>593</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1973</td> <td>693</td> <td>614</td> <td>\$900</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p><small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small></p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1975	934	593	\$100	WD	View Instr	01/1973	693	614	\$900	WD	View Instr	<p>2013 Certified Roll Assessment</p> <p> Improvements: \$43,248 Land: \$14,108 Total: \$57,356 <u>Save Our Homes:</u> \$51,695 </p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p> <p>2013 Certified Roll Exemptions</p> <p>HOMESTEAD EXEMPTION</p> <p>Legal Description </p> <p>LT 26 AND W1/2 OF LT 25 BLK 102 EAST KING TRACT OR 693/934 P 614/593...</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
01/1975	934	593	\$100	WD	View Instr														
01/1973	693	614	\$900	WD	View Instr														
<p>Parcel Information</p> <p>Section Map Id: CA065</p> <p>Approx. Acreage: 0.1800</p> <p>Zoned: R-NC</p> <p>Evacuation & Flood Information Open Report</p>	<p style="text-align: right;">Launch Interactive Map</p>																		
<p style="text-align: center;">Buildings</p> <p>Building 1 - Address: 310 E MALLORY ST, Year Built: 1974, Effective Year: 1974</p> <p>Structural Elements</p> <p> DECOR/MILLWORK-BELOW AVERAGE DWELLING UNITS-1.00 EXTERIOR WALL-BRICK-FACE FLOOR COVER-CARPET FOUNDATION-WOOD/SUB FLOOR HEAT/AIR-HEAT W/DUCTS INTERIOR WALL-DRYWALL-PLASTER NO. PLUMBING FIXTURES-6.00 NO. STORIES-1.00 ROOF COVER-COMPOSITION SHG </p>																			



Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



**Escambia County Property Appraiser
000S009020025102 - Full Legal Description**

LT 26 AND W1/2 OF LT 25 BLK 102 EAST KING TRACT OR 693/934 P 614/593 CA 65

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 08364 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LT 26 AND W1/2 OF LT 25 BLK 102 EAST KING TRACT OR 693/934 P 614/593 CA 6S

SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 0008009020025102
TAX ACCOUNT NUMBER 133766000

** Property previously assessed to: CHARLES PORTER

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May 2014.

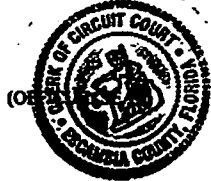
Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES

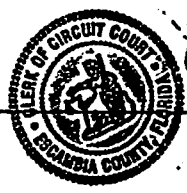
Myinda Johnson
Emily Hogg

State of Florida
County of Escambia



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May 2014.



Pam Childers, Clerk of the Circuit Court

Emily Hogg
Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

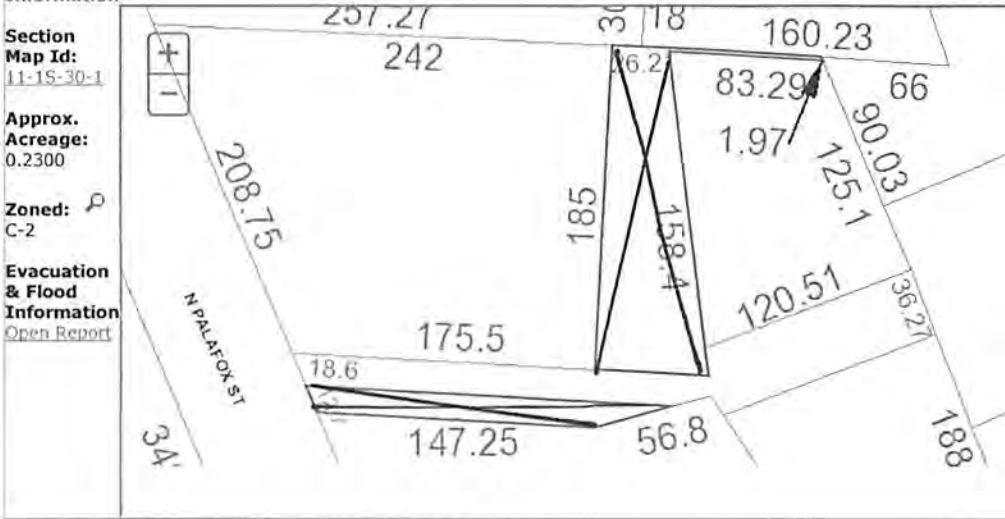
[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

General Information Reference: 111S301101003090 Account: 020304000 Owners: QUINN MADELINE MARIE Mail: 540 TURTLE CREEK DR BIRMINGHAM, AL 352261639 Situs: 9300 PALAFOX HWY BLK 32534 Use Code: VACANT COMMERCIAL <input type="checkbox"/> Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$0 Land: \$9,500 Total: \$9,500 <u>Save Our Homes:</u> \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
--	---

Sales Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>09/1989</td> <td>2795</td> <td>450</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>01/1981</td> <td>1511</td> <td>305</td> <td>\$21,800</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	09/1989	2795	450	\$100	QC	View Instr	01/1981	1511	305	\$21,800	WD	View Instr	2013 Certified Roll Exemptions None Legal Description <input type="checkbox"/> BEG AT INTER OF S LI OF NINE MILE RD AND E LI OF PALAFOX H/W S 417 1/2 FT FOR POB SLY ALG H/W 262... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
09/1989	2795	450	\$100	QC	View Instr														
01/1981	1511	305	\$21,800	WD	View Instr														

Parcel Information [Launch Interactive Map](#)



Buildings
 Images: None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**Escambia County Property Appraiser
111S301101003090 - Full Legal Description**

BEG AT INTER OF S LI OF NINE MILE RD AND E LI OF PALAFOX H/W S 417 1/2 FT FOR POB SLY ALG H/W 262 3/100 FT ELY PARL TO S LI OF LT 9 299 3/100 FT NLY PARL TO PALAFOX H/W 315 4/10 FT WLY PARL TO S LI OF NINE MILE RD 109 5/10 FT S AT RT ANG 186 FT WLY 175 5/10 FT TO POB S/D PLAT DB 102 P 487 DB 184 P 458 OR 2795 P 450 CASE NO 77-730-CP-03 LESS OR 699 P 302 BROWN LESS OR 2798 P 276 DAVIS LESS OR 4255 P 1270 BAY DENTAL INC LESS OR 4538 P 1291 DAVIS

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 00608 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(B), Florida Statutes; and

WHEREAS, Section 197.502(B), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(B), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502,, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

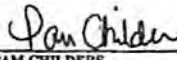
BEG AT INTER OF S LI OF NINE MILE RD AND E LI OF PALAFOX H/W S 417 1/2 FT FOR POB SLY ALG H/W 262 3/100 FT ELY PARL TO S LI OF LT 9 299 3/100 FT NLY PARL TO PALAFOX H/W 315 4/10 FT WLY PARL TO S LI OF NINE MILE RD 109 5/10 FT S AT RT ANG 186 FT WLY 175 5/10 FT TO POB S/D PLAT DB 182 P 487 DB 184 P 458 OR 2795 P 458 CASE NO 77-730-CF-03 LESS OR 699 P 302 BROWN LESS OR 2798 P 276 DAVIS LESS OR 4255 P 1270 BAY DENTAL INC LESS OR 4538 P 1291 DAVIS

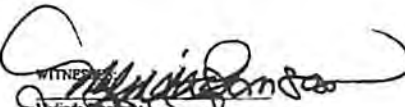

SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 111S301101003090
TAX ACCOUNT NUMBER 020304000

** Property previously assessed to: MADELINE MARIE QUINN

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May 2014.


PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:

Myinda

Emily Hogg

State of Florida
County of Escambia



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May 2014.


Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk





Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

General Information Reference: 121S306105000000 Account: 021422000 Owners: MITCHELL MARY M Mail: 8231 FLORCITA DR PENSACOLA, FL 32534 Situs: 470 E JOHNSON AVE 32514 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$0 Land: \$4,788 Total: \$4,788 <i>Save Our Homes:</i> \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
--	---

Sales Data <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Sale Date</th> <th style="text-align: left;">Book</th> <th style="text-align: left;">Page</th> <th style="text-align: left;">Value</th> <th style="text-align: left;">Type</th> <th style="text-align: left;">Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td colspan="6">None</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	None						2013 Certified Roll Exemptions None Legal Description E 1/2 OF S 1/2 OF LT 6 DB 279 P 332 LESS OR 721 P 986 GALRY LESS OR 103 P 139 MILLER... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
None													

Parcel Information [Launch Interactive Map](#)

Section Map Id:
12-1S-30-2

Approx. Acreage:
0.5400

Zoned:
R-5

Evacuation & Flood Information
[Open Report](#)

Buildings
 Images
 None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**Escambia County Property Appraiser
121S306105000000 - Full Legal Description**

**E 1/2 OF S 1/2 OF LT 6 DB 279 P 332 LESS OR 721 P 986 GALRY LESS OR 103 P 139 MILLER LESS OR 169 P 127
HARDLEY LESS OR 293 P 17 WASHINGTON LESS OR 400 P 657 HARDLEY LESS OR 2217 P 206 MILLER LESS
OR 2929 P 594 GREEN LESS OR 3550 P 213 SINKFIELD LESS OR 4018 P 491 ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

**DEED
ESCHEATED**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 00783 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

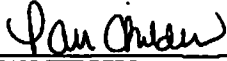
E 1/2 OF S 1/2 OF LT 6 DB 279 P 332 LESS OR 721 P 986 GALRY LESS OR 103 P 139 MILLER LESS OR 169 P 127
HARDLEY LESS OR 293 P 17 WASHINGTON LESS OR 400 P 657 HARDLEY LESS OR 2217 P 206 MILLER LESS OR
2929 P 594 GREEN LESS OR 3550 P 213 SINKFIELD LESS OR 4018 P 491 ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS

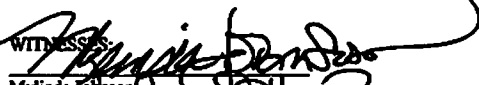
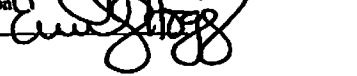
SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 121S306105000000
TAX ACCOUNT NUMBER 021422000

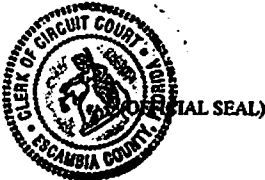
** Property previously assessed to: MARY M MITCHELL

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.


PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

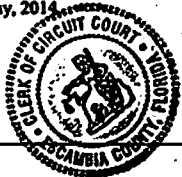
WITNESSES:

Mylinda Johnson

Emily Hogg



State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

Navigate Mode
 Account
 Reference

Printer Friendly Version

General Information Reference: 121S306106000018 Account: 021430000 Owners: SCOTT ANNIE B EST OF Mail: 8520 SONNY BOY LN PENSACOLA, FL 32514 Situs: 8520 SONNYBOY LN 32514 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	2013 Certified Roll Assessment Improvements: \$0 Land: \$5,415 Total: \$5,415 <u>Save Our Homes:</u> \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>												
Sales Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1977</td> <td>1114</td> <td>799</td> <td>\$4,800</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers, Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1977	1114	799	\$4,800	WD	View Instr	2013 Certified Roll Exemptions None Legal Description BEG AT NW COR OF S1/2 OF W1/2 OF S1/2 OF LT 6 E 20 FT S 336 FT FOR POB E 127 FT S 70 FT W 127 FT N 70... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
01/1977	1114	799	\$4,800	WD	View Instr								

Parcel Information

Section Map Id: 12-15-30-2

Approx. Acreage: 0.2100

Zoned: R-5

Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**Escambia County Property Appraiser
121S306106000018 - Full Legal Description**

BEG AT NW COR OF S1/2 OF W1/2 OF S1/2 OF LT 6 E 20 FT S 336 FT FOR POB E 127 FT S 70 FT W 127 FT N 70 FT TO POB LT 18 OF AN UNRECORDED PLAT OR 1114 P 799 LESS OR 4206 P 900 RD R/W

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
**Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida**

WHEREAS, Tax Certification No. 00789 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

**BEG AT NW COR OF S1/2 OF W1/2 OF S1/2 OF LT 6 E 20 FT S 336 FT FOR POB E 127 FT S 70 FT W 127 FT N 70 FT TO
POB LT 18 OF AN UNRECORDED PLAT OR 1114 P 799 LESS OR 4206 P 900 RD R/W**

**SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 121S306106000018
TAX ACCOUNT NUMBER 021430000**

** Property previously assessed to: EST OF ANNIE B SCOTT

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

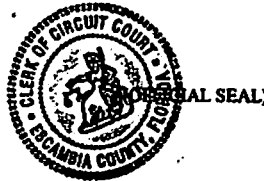
Pam Childers

**PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida**

Witnesses:

Myllinda Johnson

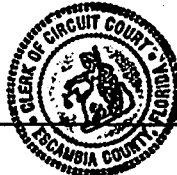
Emily Hogg



State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Pam Childers, Clerk of the Circuit Court

Emily Hogg
Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

[Printer Friendly Version](#)

Navigate Mode
 Account
 Reference

General Information Reference: 211S302101010015 Account: 023626000 Owners: STROTHER MARY RUTH EST OF Mail: C/O JENNIFER STROTHER 3650 JOHNSON AVE PENSACOLA, FL 32514 Situs: 309 VERA LN 32514 Use Code: VACANT RESIDENTIAL <input type="checkbox"/> Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$0 Land: \$7,125 Total: \$7,125 Save Our Homes: \$0 Disclaimer Amendment 1/Portability Calculations
---	---

Sales Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>04/1993</td> <td>3344</td> <td>802</td> <td>\$100</td> <td>OJ</td> <td>View Instr</td> </tr> <tr> <td>03/1987</td> <td>2375</td> <td>245</td> <td>\$18,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>11/1979</td> <td>1385</td> <td>860</td> <td>\$5,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1972</td> <td>644</td> <td>299</td> <td>\$1,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	04/1993	3344	802	\$100	OJ	View Instr	03/1987	2375	245	\$18,000	WD	View Instr	11/1979	1385	860	\$5,000	WD	View Instr	01/1972	644	299	\$1,000	WD	View Instr	2013 Certified Roll Exemptions None Legal Description <input type="checkbox"/> BEG AT THE SW COR OF S 1/2 OF LT 15 TH E ON S LI OF SD S 1/2 30 FT TO E R/W LI OF BRIESE LANE CONT E... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
04/1993	3344	802	\$100	OJ	View Instr																										
03/1987	2375	245	\$18,000	WD	View Instr																										
11/1979	1385	860	\$5,000	WD	View Instr																										
01/1972	644	299	\$1,000	WD	View Instr																										

Parcel Information [Launch Interactive Map](#)

Section Map Id: 21-15-30-1 Approx. Acreage: 0.2500 Zoned: <input type="checkbox"/> R-2 Evacuation & Flood Information Open Report	
--	--

Buildings
 Images
 None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**Escambia County Property Appraiser
211S302101010015 - Full Legal Description**

**BEG AT THE SW COR OF S 1/2 OF LT 15 TH E ON S LI OF SD S 1/2 30 FT TO E R/W LI OF BRIESE LANE CONT E
316 FT FOR POB N 135 FT TO S R/W LI OF VERA LANE E 79 FT S 135 FT W 79 FT TO POB LT 12 OF AN
UNRECORDED PLAT S/D E OF RR PLAT DB 2 P 90 OR 2375 P 245 CASE NO 92-5839-CA-01 OR 3344 P 802**

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
**Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida**

WHEREAS, Tax Certification No. 01067 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

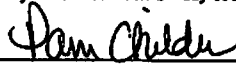
BEG AT THE SW COR OF S 1/2 OF LT 15 TH E ON S LI OF SD S 1/2 30 FT TO E R/W LI OF BRIESE LANE CONT E 316 FT FOR POB N 135 FT TO S R/W LI OF VERA LANE E 79 FT S 135 FT W 79 FT TO POB LT 12 OF AN UNRECORDED PLAT S/D E OF RR FLAT DB 2 P 90 OR 2375 P 245 CASE NO 92-5839-CA-01 OR 3344 P 802

**SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 211S302101010015
TAX ACCOUNT NUMBER 023626000**

** Property previously assessed to: EST OF MARY RUTH STROTHER

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

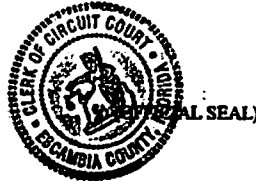

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:


Myrinda Johnson


Emily Hogg

State of Florida
County of Escambia



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

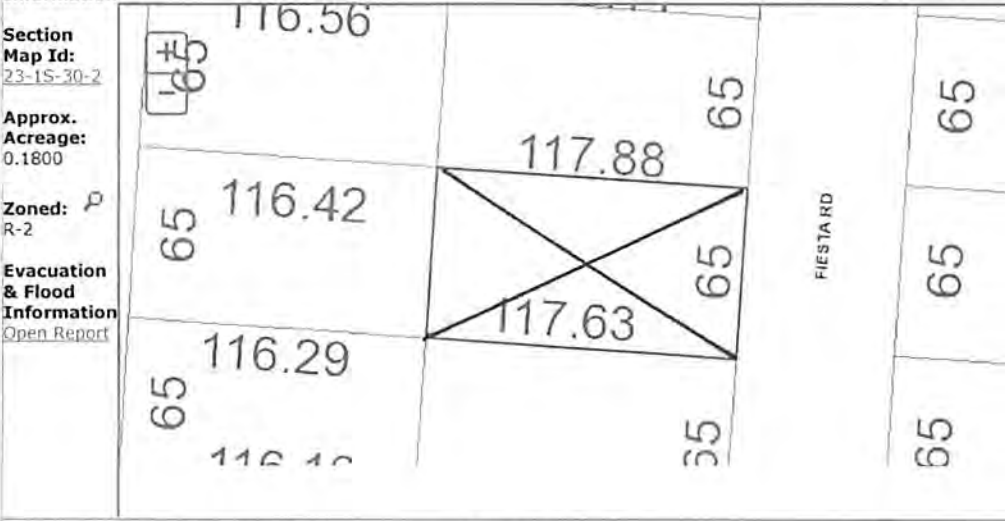
[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

General Information Reference: 231S302500003006 Account: 030728000 Owners: WOODYARD JOHN B Mail: 7875 HERRINGTON DR PENSACOLA, FL 32534 Situs: 7731 FIESTA RD 32534 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$0 Land: \$8,075 Total: \$8,075 <u>Save Our Homes:</u> \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
---	---

Sales Data <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>03/1982</td> <td>1634</td> <td>258</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>01/1969</td> <td>470</td> <td>469</td> <td>\$12,500</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	03/1982	1634	258	\$100	QC	View Instr	01/1969	470	469	\$12,500	WD	View Instr	2013 Certified Roll Exemptions None Legal Description LT 3 BLK F LINCOLN PARK PB 6 P 33 OR 470 P 469 OR 1634 P 258 Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
03/1982	1634	258	\$100	QC	View Instr														
01/1969	470	469	\$12,500	WD	View Instr														

Parcel Information [Launch Interactive Map](#)



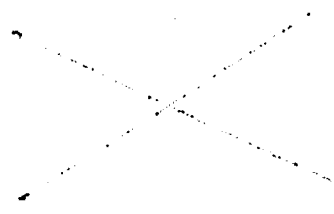
Buildings
Images



6/18/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

~~XXXXXXXXXXXXXXXXXXXX~~



**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
**Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida**

WHEREAS, Tax Certification No. 01225 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LT 3 BLK F LINCOLN PARK PB 6 P 33 OR 470 P 469 OR 1634 P 258

**SECTION 23, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 2318302500003006
TAX ACCOUNT NUMBER 030728000**

** Property previously assessed to: JOHN B WOODYARD

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

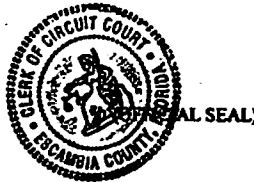
Pam Childers

**PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida**

WITNESSES:

Myinda Johnson
Myinda Johnson

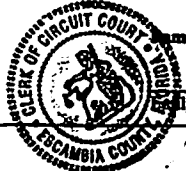
Emily Hogg
Emily Hogg



State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Emily Hogg
Emily Hogg, Deputy Clerk

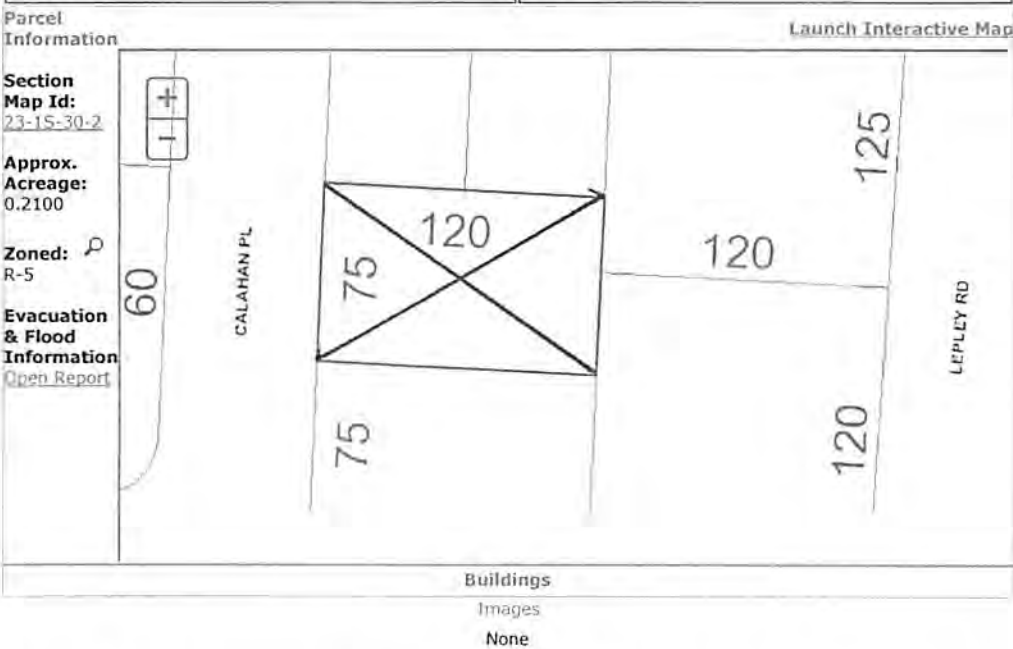


Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

<p> <input type="radio"/> Navigate Mode <input checked="" type="radio"/> Account <input type="radio"/> Reference </p> <p style="text-align: right;">Printer Friendly Version</p> <p>General Information</p> <p> Reference: 231S303500027001 Account: 030763240 Owners: CREEL W T Mail: 335 DEER POINT DR GULF BREEZE, FL 32561 Situs: 7812 CALAHAN PL 32534 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector </p> <p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>11/02/2012</td> <td>6929</td> <td>1919</td> <td>\$100</td> <td>OT</td> <td>View Instr</td> </tr> <tr> <td>05/1996</td> <td>3980</td> <td>502</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>08/1991</td> <td>3045</td> <td>524</td> <td>\$100</td> <td>CT</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	11/02/2012	6929	1919	\$100	OT	View Instr	05/1996	3980	502	\$100	QC	View Instr	08/1991	3045	524	\$100	CT	View Instr	<p>2013 Certified Roll Assessment</p> <p> Improvements: \$0 Land: \$8,075 Total: \$8,075 Save Our Homes: \$0 Disclaimer Amendment 1/Portability Calculations </p> <p>2013 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>LOT 27 BLK A KING ESTATES PB 10 P 85 OR 443 P 492 OR 3045 P 524 OR 3980 P 502</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
11/02/2012	6929	1919	\$100	OT	View Instr																				
05/1996	3980	502	\$100	QC	View Instr																				
08/1991	3045	524	\$100	CT	View Instr																				



The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
**Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida**

WHEREAS, Tax Certification No. 01255 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LOT 27 BLK A KING ESTATES PB 10 P 85 OR 443 P 492 OR 3045 P 524 OR 3980 P 502

**SECTION 23, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 2318303506027001
TAX ACCOUNT NUMBER 030763240**

** Property previously assessed to: WT CREEL LAVADA CREEL

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

Pam Childers

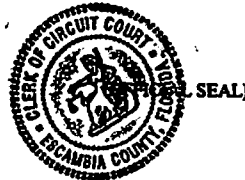
**PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida**

WITNESSES:

Mylicia Johnson
Mylicia Johnson

Emily Hogg
Emily Hogg

State of Florida
County of Escambia



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Emily Hogg
Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

Navigate Mode
 Account
 Reference

Printer Friendly Version

<p>General Information</p> <p>Reference: 231S304401000016 Account: 030800000 Owners: ESCAMBIA COUNTY COMMUNITY LAND TRUST INC Mail: 4805 N 9TH AVE PENSACOLA, FL 32501 Situs: 1322 BASIN ST 32534 Use Code: VACANT RESIDENTIAL <input type="checkbox"/> Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$7,600 Total: \$7,600 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>																														
<p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>08/2006</td> <td>5971</td> <td>1557</td> <td>\$10,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>11/2005</td> <td>5768</td> <td>958</td> <td>\$100</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>01/1975</td> <td>930</td> <td>826</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>01/1974</td> <td>861</td> <td>968</td> <td>\$4,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p><small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small></p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	08/2006	5971	1557	\$10,000	WD	View Instr	11/2005	5768	958	\$100	CT	View Instr	01/1975	930	826	\$100	QC	View Instr	01/1974	861	968	\$4,000	WD	View Instr	<p>2013 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>LT 16 1ST ADDN NORTH OLIVE HTS PB 5 P 85 OR 5971 P 1557</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
08/2006	5971	1557	\$10,000	WD	View Instr																										
11/2005	5768	958	\$100	CT	View Instr																										
01/1975	930	826	\$100	QC	View Instr																										
01/1974	861	968	\$4,000	WD	View Instr																										

Parcel Information [Launch Interactive Map](#)

Section Map Id:
23-1S-30-2

Approx. Acreage:
0.2100

Zoned:
R-6

Evacuation & Flood Information
[Open Report](#)

Buildings
Images: None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
**Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida**

WHEREAS, Tax Certification No. 01259 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LT 16 1ST ADDN NORTH OLIVE HTS PB 5 P 85 OR 5971 P 1557

**SECTION 23, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 231S304401000016
TAX ACCOUNT NUMBER 030800000**

** Property previously assessed to: ESCAMBIA COUNTY COMMUNITY LAND TRUST INC

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

Pam Childers

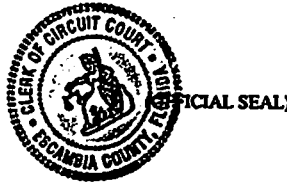
**PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida**

WITNESSES:

Mylinde Johnson
Mylinde Johnson

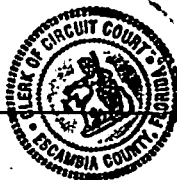
Emily Hogg
Emily Hogg

State of Florida
County of Escambia



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Pam Childers
Pam Childers, Clerk of the Circuit Court

Emily Hogg
Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

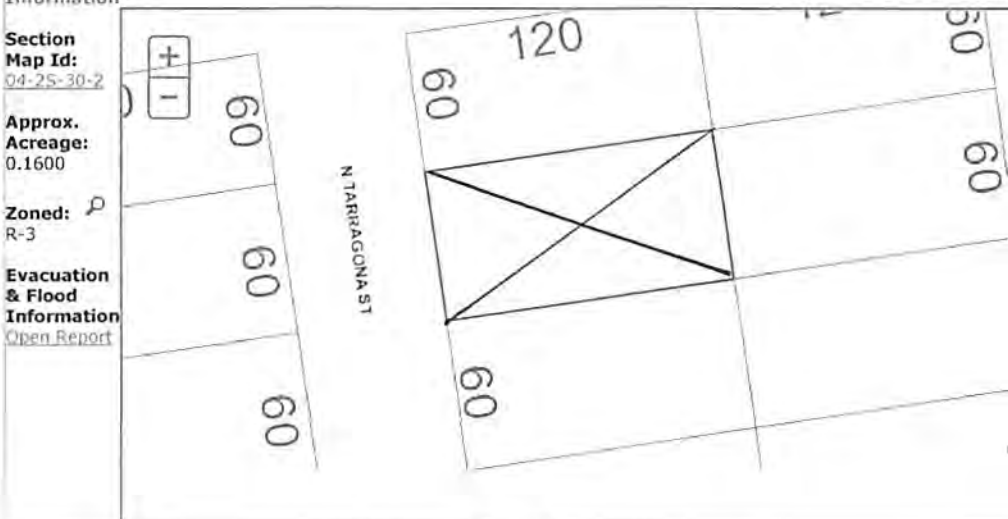
[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

General Information Reference: 042S306001018002 Account: 050788000 Owners: WILLIAMS ANNIE BELL EST OF Mail: C/O BISHOP ANGELA W 7809 CORONET LN PENSACOLA, FL 32514 Situs: 2910 N TARRAGONA ST 32503 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$0 Land: \$7,200 Total: \$7,200 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
---	--

Sales Data <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Sale Date</th> <th style="text-align: left;">Book</th> <th style="text-align: left;">Page</th> <th style="text-align: left;">Value</th> <th style="text-align: left;">Type</th> <th style="text-align: left;">Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td colspan="6">None</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	None						2013 Certified Roll Exemptions None <hr/> Legal Description LTS 18 19 BLK 2 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 DB 326 P 379 <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
None													

Parcel Information [Launch Interactive Map](#)



Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 02242 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafux Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LTS 18 19 BLK 2 N PENSACOLA UNITS 1/2 3/4 PB 2 P 216/33/57 DB 326 P 379

SECTION 04, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 0428306001018002
TAX ACCOUNT NUMBER 050788000

** Property previously assessed to: EST OF ANNIE BELL WILLIAMS

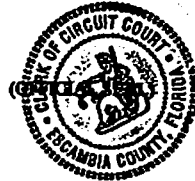
Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:
Mylena Johnson
Mylena Johnson
Emily Hogg
Emily Hogg



State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Pam Childers, Clerk of the Circuit Court

Emily Hogg
Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

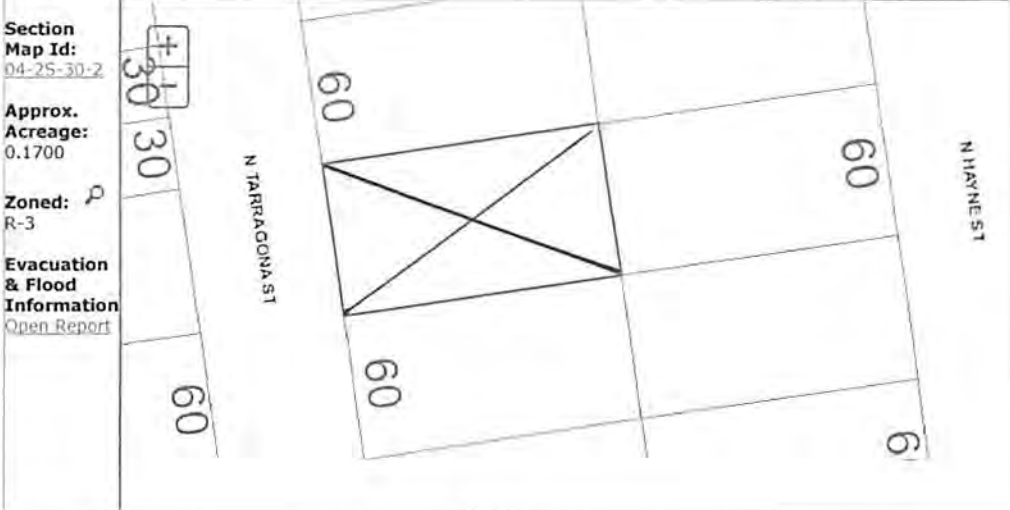
[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 042S306001035003 Account: 050809000 Owners: HAYWOOD WALLACE WHITE TOMMY Mail: 1415 NORTH 8TH AVE PENSACOLA, FL 32503 Situs: 3006 N TARRAGONA ST 32503 Use Code: VACANT RESIDENTIAL </p> <p>Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small></p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$7,200 Total: \$7,200 <u>Save Our Homes:</u> \$0</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
--	---

<p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/2007</td> <td>6160</td> <td>168</td> <td>\$6,500</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>08/1979</td> <td>1368</td> <td>97</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>01/1903</td> <td>1085</td> <td>990</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> </tbody> </table> <p><small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small></p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/2007	6160	168	\$6,500	TD	View Instr	08/1979	1368	97	\$100	QC	View Instr	01/1903	1085	990	\$100	QC	View Instr	<p>2013 Certified Roll Exemptions None</p> <p>Legal Description LTS 35 36 BLK 3 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 OR 6160 P 168</p> <p>Extra Features None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
06/2007	6160	168	\$6,500	TD	View Instr																				
08/1979	1368	97	\$100	QC	View Instr																				
01/1903	1085	990	\$100	QC	View Instr																				

Parcel Information [Launch Interactive Map](#)



Buildings
 Images
 None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 02244 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LTS 35 36 BLK 3 N PENSACOLA UNITS 1/2/34 PB 2 P 2/6/33/57 OR 6160 P 168

SECTION 04, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 042S306001035003
TAX ACCOUNT NUMBER 050809000

** Property previously assessed to: WALLACE HAYWOOD TOMMY WHITE

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 6th day of May, 2014.

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:

Myrinda Johnson

Myrinda Johnson

State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

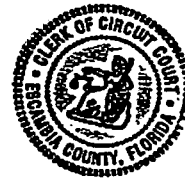
GIVEN under my hand and official seal this 6th day of May, 2014.

Myrinda Johnson

Myrinda Johnson, Deputy Clerk



(OFFICIAL SEAL)





Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

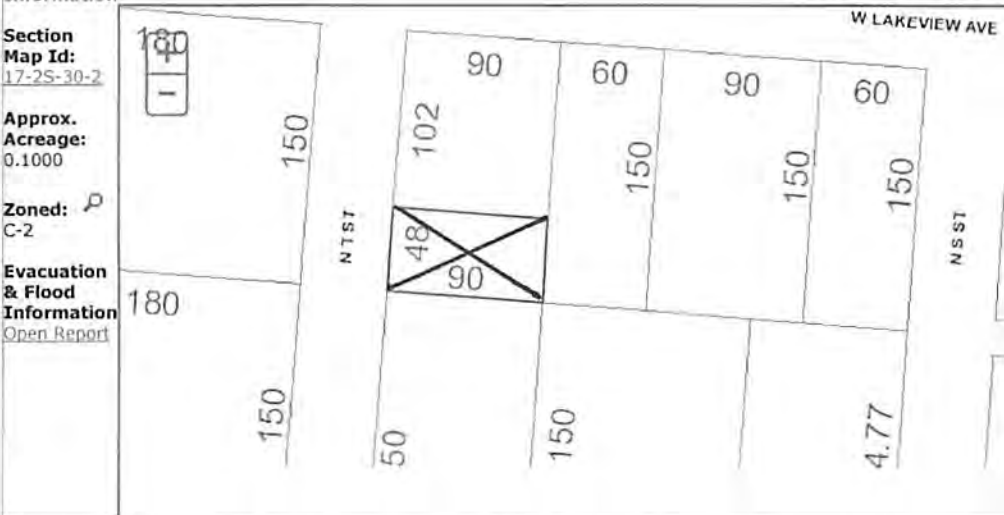
[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

General Information Reference: 172S301300001033 Account: 061324000 Owners: HARRIS ANTHONY J & THELMA M Mail: 512 NORTH C ST APT A PENSACOLA, FL 32501 Situs: 1900 N T ST 1/2 32505 Use Code: AUTO SALE, REPAIR Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Hölley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$7,969 Land: \$6,566 Total: \$14,535 <u>Save Our Homes:</u> \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
---	--


Sales Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>04/1997</td> <td>4134</td> <td>485</td> <td>\$11,000</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>05/1996</td> <td>3974</td> <td>392</td> <td>\$4,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	04/1997	4134	485	\$11,000	QC	View Instr	05/1996	3974	392	\$4,000	WD	View Instr	2013 Certified Roll Exemptions None Legal Description S 38 FT OF LTS 1 TO 3 BLK 33 HAZLEHURST PLAT DB 55 P 262 AND NLY 10 FT OF ALLEY... Extra Features ASPHALT PAVEMENT
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
04/1997	4134	485	\$11,000	QC	View Instr														
05/1996	3974	392	\$4,000	WD	View Instr														

Parcel Information [Launch Interactive Map](#)

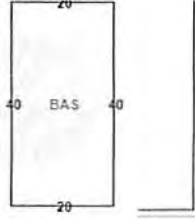


Buildings Building 1 - Address:1900 N T ST 1/2, Year Built: 1976, Effective Year: 1976 Structural Elements DECOR/MILLWORK-AVERAGE EXTERIOR WALL-METAL-MODULAR FLOOR COVER-CONCRETE-FINISH FOUNDATION-SLAB ON GRADE HEAT/AIR-NONE INTERIOR WALL-UNFINISHED NO. STORIES-1.00 ROOF COVER-METAL/MODULAR ROOF FRAMING-STEEL TRUSS/FRM STORY HEIGHT-16.00	
---	--

STRUCTURAL FRAME-RIGID FRAME

 Areas - 800 Total SF

BASE AREA - 800



Images



6/28/12

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**Escambia County Property Appraiser
172S301300001033 - Full Legal Description**

**S 38 FT OF LTS 1 TO 3 BLK 33 HAZLEHURST PLAT DB 55 P 262 AND NLY 10 FT OF ALLEY ADJOINING
PROPERTY ON S MB 18 P 312 SEC 17/31 T 2S R 30 OR 4134 P 485**

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 02967 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

S 38 FT OF LTS 1 TO 3 BLK 33 HAZLEHURST PLAT DB 55 P 262 AND NLY 10 FT OF ALLEY ADJOINING PROPERTY ON S MB 18 P 312 SEC 17/31 T 2S R 30 OR 4134 P 485

**SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S301300001033
TAX ACCOUNT NUMBER 061324000**

** Property previously assessed to: ANTHONY J HARRIS, THELMA M HARRIS

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

Pam Childers

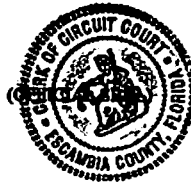
**PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida**

WITNESSES:

My linda Johnson
My linda Johnson

Emily Hogg
Emily Hogg

State of Florida
County of Escambia



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Pam Childers, Clerk of the Circuit Court

Emily Hogg
Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

Navigate Mode
 Account
 Reference

Printer Friendly Version

General Information Reference: 172S301300170035 Account: 061344000 Owners: RIVERS SAMUEL M Mail: 5589 ALLIE RAE ST MILTON, FL 32570 Situs: 2408 W LAKEVIEW AVE 32505 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$0 Land: \$7,009 Total: \$7,009 <i>Save Our Homes:</i> \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>																														
Sales Data <table border="1" style="width: 100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/1998</td> <td>4327</td> <td>1469</td> <td>\$3,900</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>06/1988</td> <td>2564</td> <td>416</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>12/1982</td> <td>1751</td> <td>894</td> <td>\$65,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>08/1979</td> <td>1372</td> <td>537</td> <td>\$5,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/1998	4327	1469	\$3,900	TD	View Instr	06/1988	2564	416	\$100	QC	View Instr	12/1982	1751	894	\$65,000	WD	View Instr	08/1979	1372	537	\$5,000	WD	View Instr	2013 Certified Roll Exemptions None <hr/> Legal Description LTS 17 18 BLK 35 HAZLEHURST PLAT DB 55 P 262 SEC 17/31 T 2S R 30... <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
10/1998	4327	1469	\$3,900	TD	View Instr																										
06/1988	2564	416	\$100	QC	View Instr																										
12/1982	1751	894	\$65,000	WD	View Instr																										
08/1979	1372	537	\$5,000	WD	View Instr																										

Parcel Information [Launch Interactive Map](#)

Section Map Id:
17-2S-30-2

Approx. Acreage:
0.1900

Zoned:
R-2

Evacuation & Flood Information
[Open Report](#)

Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
172S301300170035 - Full Legal Description

LTS 17 18 BLK 35 HAZLEHURST PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 4327 P 1469

**DEED
ESCHREATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
**Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida**

WHEREAS, Tax Certification No. 02970 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

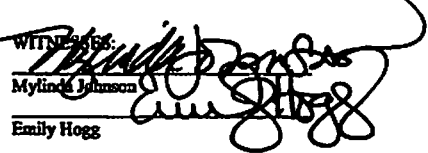
LTS 17 18 BLK 35 HAZLEHURST PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 4327 P 1469

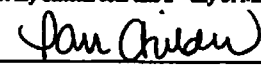
**SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S301300170035
TAX ACCOUNT NUMBER 061344000**

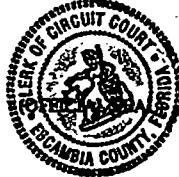
** Property previously assessed to: SAMUEL M RIVERS

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

WITNESSES:

Mylinda Johnson
Emily Hogg



PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida



State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014


Pam Childers, Clerk of the Circuit Court
Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

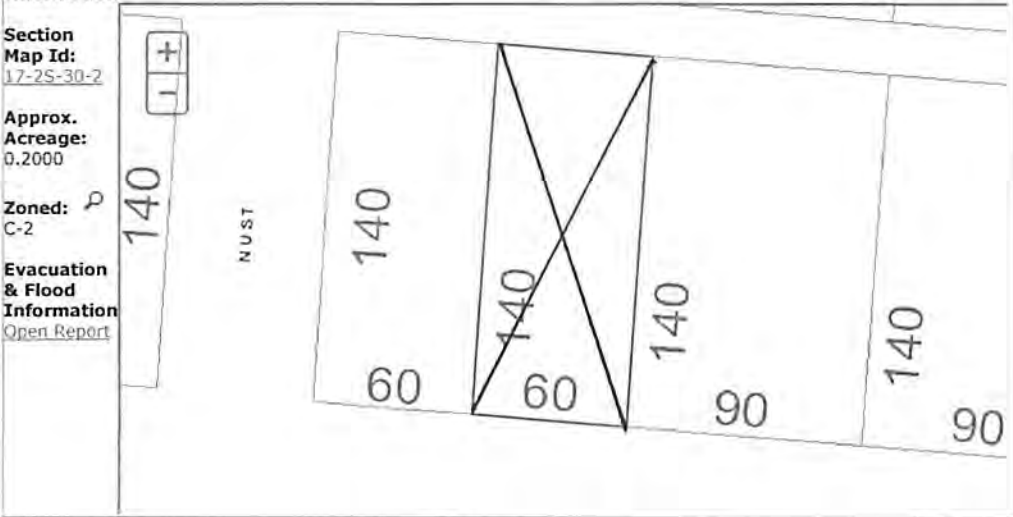
[Back](#)

[Navigate Mode](#)
[Account](#)
[Reference](#)
[Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 172S301300017037 Account: 061359000 Owners: WHITT JUANITA Mail: 720 E TEN MILE RD PENSACOLA, FL 32514-1530 Situs: 2600 W LAKEVIEW AVE BLK 32505 Use Code: PARKING LOTS Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small></p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$798 Land: \$8,435 Total: \$9,233 <i>Save Our Homes:</i> \$0</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
---	---

<p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/2006</td> <td>5839</td> <td>614</td> <td>\$25,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>02/1988</td> <td>2513</td> <td>828</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> </tbody> </table> <p><small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small></p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/2006	5839	614	\$25,000	WD	View Instr	02/1988	2513	828	\$100	QC	View Instr	<p>2013 Certified Roll Exemptions None</p> <p>Legal Description </p> <p>LTS 17 18 BLK 37 HAZLEHUREST OR 5839 P 614 PLAT DB 55 P 262...</p> <p>Extra Features ASPHALT PAVEMENT</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
02/2006	5839	614	\$25,000	WD	View Instr														
02/1988	2513	828	\$100	QC	View Instr														

Parcel Information [Launch Interactive Map](#)



Buildings
 Images
 None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
172S301300017037 - Full Legal Description

LTS 17 18 BLK 37 HAZLEHUREST OR 5839 P 614 PLAT DB 55 P 262 SEC 17/31 T 2S R 30

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
**Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida**

WHEREAS, Tax Certification No. 02973 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LTS 17 18 BLK 37 HAZLEHUREST OR 5839 P 614 PLAT DB 55 P 262 SEC 17/31 T 2S R 30

**SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S301300017037
TAX ACCOUNT NUMBER 061359000**

** Property previously assessed to: JUANITA WHITT

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

Pam Childers

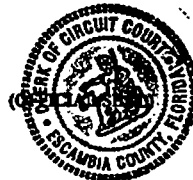
**PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida**

WITNESSES:

Myfinda Johnson
Myfinda Johnson

Emily Hogg
Emily Hogg

**State of Florida
County of Escambia**



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Emily Hogg
Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

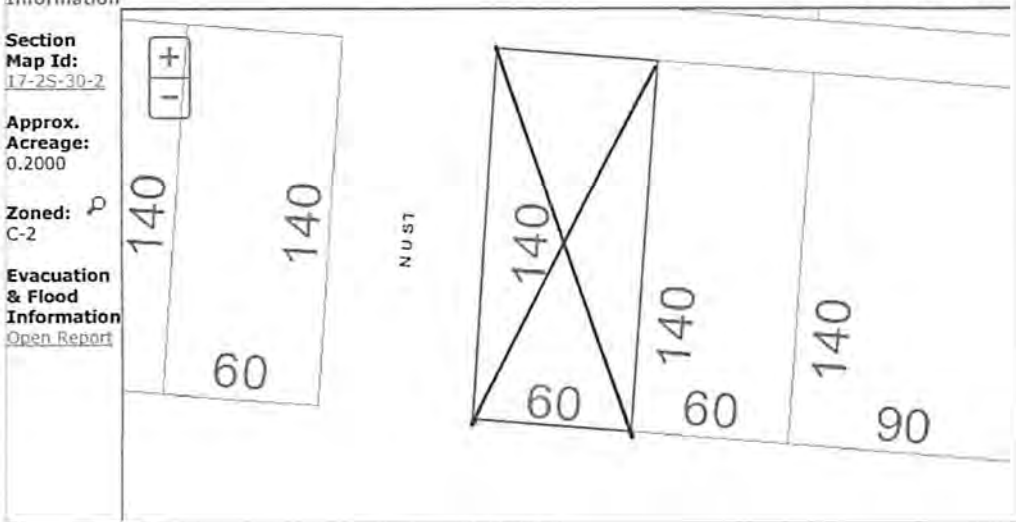
[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

General Information Reference: 172S301300019037 Account: 061360000 Owners: WHITT JUANITA Mail: 720 E TEN MILE RD PENSACOLA, FL 32514-1530 Situs: 2600 W LAKEVIEW AVE BLK 32505 Use Code: PARKING LOTS Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Hölley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$798 Land: \$8,435 Total: \$9,233 <u>Save Our Homes:</u> \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
--	---

Sales Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/2006</td> <td>5839</td> <td>614</td> <td>\$25,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers, Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/2006	5839	614	\$25,000	WD	View Instr	2013 Certified Roll Exemptions None Legal Description LTS 19 20 BLK 37 HAZLEHURST OR 5839 P 614 PLAT DB 55 P 262... Extra Features ASPHALT PAVEMENT
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
02/2006	5839	614	\$25,000	WD	View Instr								

Parcel Information [Launch Interactive Map](#)



Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
172S301300019037 - Full Legal Description

LTS 19 20 BLK 37 HAZLEHURST OR 5839 P 614 PLAT DB 55 P 262 SEC 17/31 T 2S R 30

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 02974 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

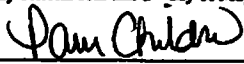
LTS 19 29 BLK 37 HAZLEHURST OR 5839 P 614 FLAT DB 55 P 262 SEC 17/31 T 28 R 30

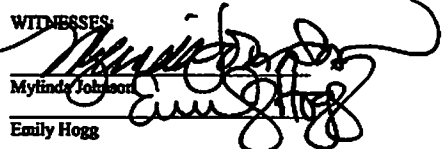
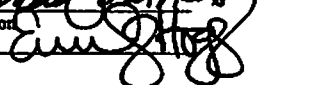
**SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S301300019037
TAX ACCOUNT NUMBER 061360000**

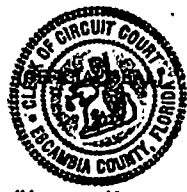
** Property previously assessed to: JUANITA WHITT

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.


PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

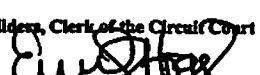
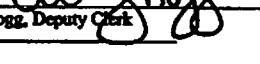

WITNESSES:

Mylinda Johnson

Emily Hogg



State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.


Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk




Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

General Information Reference: 172S301500019026 Account: 062114000 Owners: WATSON CURTIS L Mail: 2400 NORTH S ST PENSACOLA, FL 32505 Situs: 2400 N S ST 32505 Use Code: MOBILE HOME Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$2,881 Land: \$4,505 Total: \$7,386 <i>Save Our Homes:</i> \$0 <div style="text-align: center; margin-top: 10px;">Disclaimer</div> <div style="text-align: center; margin-top: 10px;">Amendment 1/Portability Calculations</div>
--	---

Sales Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/1998</td> <td>4349</td> <td>1378</td> <td>\$1,500</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>11/1996</td> <td>4073</td> <td>305</td> <td>\$5,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1969</td> <td>456</td> <td>363</td> <td>\$2,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/1998	4349	1378	\$1,500	WD	View Instr	11/1996	4073	305	\$5,000	WD	View Instr	01/1969	456	363	\$2,000	WD	View Instr	2013 Certified Roll Exemptions None Legal Description S 46 FT 8 IN OF LTS 18 19 20 AND OF W 10 FT OF LT 17 BLK 26 BRITTON PLACE PLAT DB 154 P 521... Extra Features MOBILE HOME ADDITION OPEN PORCH
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
12/1998	4349	1378	\$1,500	WD	View Instr																				
11/1996	4073	305	\$5,000	WD	View Instr																				
01/1969	456	363	\$2,000	WD	View Instr																				

Parcel Information [Launch Interactive Map](#)


Section Map Id:
[17-25-30-2](#)

Approx. Acreage:
0.1100

Zoned:
R-2

Evacuation & Flood Information
[Open Report](#)

Buildings	
Building 1 - Address: 2400 N S ST, Year Built: 1969, Effective Year: 1969	
Structural Elements DWELLING UNITS-1.00 MH EXTERIOR WALL-WOOD SIDING MH FLOOR FINISH-HARDWOOD/TILE MH FLOOR SYSTEM-TYPICAL MH HEAT/AIR-UNIT HEAT/FLOOR FURNACE MH INTERIOR FINISH-PANEL PLYWOOD MH MILLWORK-TYPICAL MH ROOF COVER-COMP SHINGLE/WOOD	

MH ROOF FRAMING-GABLE HIP MH STRUCTURAL FRAME-TYPICAL NO. PLUMBING FIXTURES-3.00 NO. STORIES-1.00	
 Areas - 1152 Total SF	
BASE AREA - 672 OPEN PORCH FIN - 336 UTILITY UNF - 144	

Images



2/6/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**Escambia County Property Appraiser
172S301500019026 - Full Legal Description**

**S 46 FT 8 IN OF LTS 18 19 20 AND OF W 10 FT OF LT 17 BLK 26 BRITTON PLACE PLAT DB 154 P 521 OR 4349 P
1378**

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 03110 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

S 46 FT 8 IN OF LTS 18 19 20 AND OF W 10 FT OF LT 17 BLK 26 BRITTON PLACE FLAT DB 154 P 521 OR 4349 P 1378

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S301500019026
TAX ACCOUNT NUMBER 062114000

** Property previously assessed to: CURTIS L WATSON

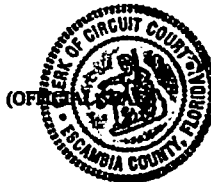
Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

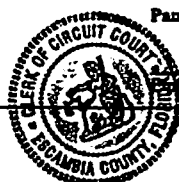
WITNESSES
Mytinda Johnson
Mytinda Johnson
Emily Hogg
Emily Hogg



State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Pam Childers, Clerk of the Circuit Court

Emily Hogg
Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

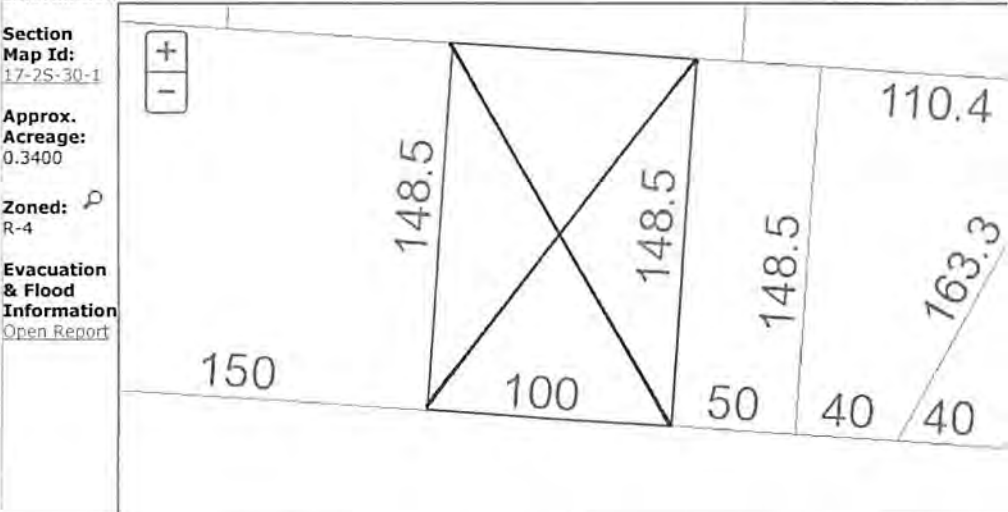
Printer Friendly Version

Navigate Mode
 Account
 Reference

General Information Reference: 172S301600830083 Account: 062218000 Owners: BRADLEY BAMA EST OF Mail: 8376 ROSWELL RD # K ATLANTA, GA 30350 Situs: 1912 W ST CATHERINE ST 32501 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$0 Land: \$14,108 Total: \$14,108 <u>Save Our Homes:</u> \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
--	---

Sales Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">None</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	None						2013 Certified Roll Exemptions None Legal Description LTS 83 84 KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 DB 436 P 151 Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
None													

Parcel Information [Launch Interactive Map](#)



Buildings

Images



3/25/03



3/25/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
**Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida**

WHEREAS, Tax Certification No. 03130 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LTS 83 84 KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 DB 436 P 151

**SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 1728301600830083
TAX ACCOUNT NUMBER 062218000**

** Property previously assessed to: EST OF BAMA BRADLEY

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

Pam Childers

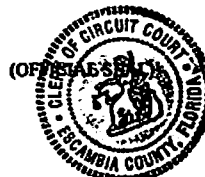
**PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida**

WITNESSES:

Mylynda Johnson
Mylynda Johnson

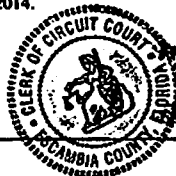
Emily Hogg
Emily Hogg

**State of Florida
County of Escambia**



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Pam Childers
Pam Childers, Clerk of the Circuit Court

Emily Hogg
Emily Hogg, Deputy Clerk



Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

General Information Reference: 172S305009023041 Account: 062389000 Owners: WEBSTER EDDIE Mail: 4005 W BOBE ST PENSACOLA, FL 32505 Situs: 1224 W HATTON ST 32501 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	2013 Certified Roll Assessment Improvements: \$0 Land: \$5,472 Total: \$5,472 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
---	--

Sales Data <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Sale Date</th> <th style="text-align: left;">Book</th> <th style="text-align: left;">Page</th> <th style="text-align: left;">Value</th> <th style="text-align: left;">Type</th> <th style="text-align: left;">Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/2003</td> <td>5259</td> <td>518</td> <td>\$3,000</td> <td>SC</td> <td>View Instr</td> </tr> <tr> <td>05/2001</td> <td>4719</td> <td>183</td> <td>\$5,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>08/2000</td> <td>4606</td> <td>281</td> <td>\$1,400</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>08/2000</td> <td>4594</td> <td>1831</td> <td>\$1,400</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/2003	5259	518	\$3,000	SC	View Instr	05/2001	4719	183	\$5,000	WD	View Instr	08/2000	4606	281	\$1,400	TD	View Instr	08/2000	4594	1831	\$1,400	TD	View Instr	2013 Certified Roll Exemptions None Legal Description BEG 510 5/10 FT W AND 435 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D E 95 FT FOR POB E 64 FT N 90... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
10/2003	5259	518	\$3,000	SC	View Instr																										
05/2001	4719	183	\$5,000	WD	View Instr																										
08/2000	4606	281	\$1,400	TD	View Instr																										
08/2000	4594	1831	\$1,400	TD	View Instr																										

Parcel Information [Launch Interactive Map](#)

Section Map Id:
[17-2S-30-1](#)

Approx. Acreage:
0.1300

Zoned:
R-4

Evacuation & Flood Information
[Open Report](#)

Buildings
Images



3/3/11

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



**Escambia County Property Appraiser
172S305009023041 - Full Legal Description**

**BEG 510 5/10 FT W AND 435 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D E 95 FT FOR POB
E 64 FT N 90 FT W 64 FT S 90 FT TO POB LTS 23 & 24 UNRECORDED PLAT OF ALLISON PROPERTY OR 5259 P
518**

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
**Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida**

WHEREAS, Tax Certification No. 03161 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 510 5/10 FT W AND 435 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D E 95 FT FOR POB E 64 FT N 90 FT W 64 FT S 90 FT TO POB LTS 23 & 24 UNRECORDED PLAT OF ALLISON PROPERTY OR 5259 P 518

**SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S305009023041
TAX ACCOUNT NUMBER 062389000**

** Property previously assessed to: EDDIE WEBSTER

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

Pam Childers

**PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida**

WITNESSES:

Mylianda Johnson
Mylianda Johnson

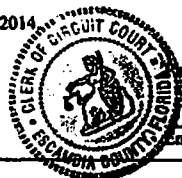
Emily Hogg
Emily Hogg

State of Florida
County of Escambia



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Pam Childers
Pam Childers, Clerk of the Circuit Court

Emily Hogg
Emily Hogg, Deputy Clerk

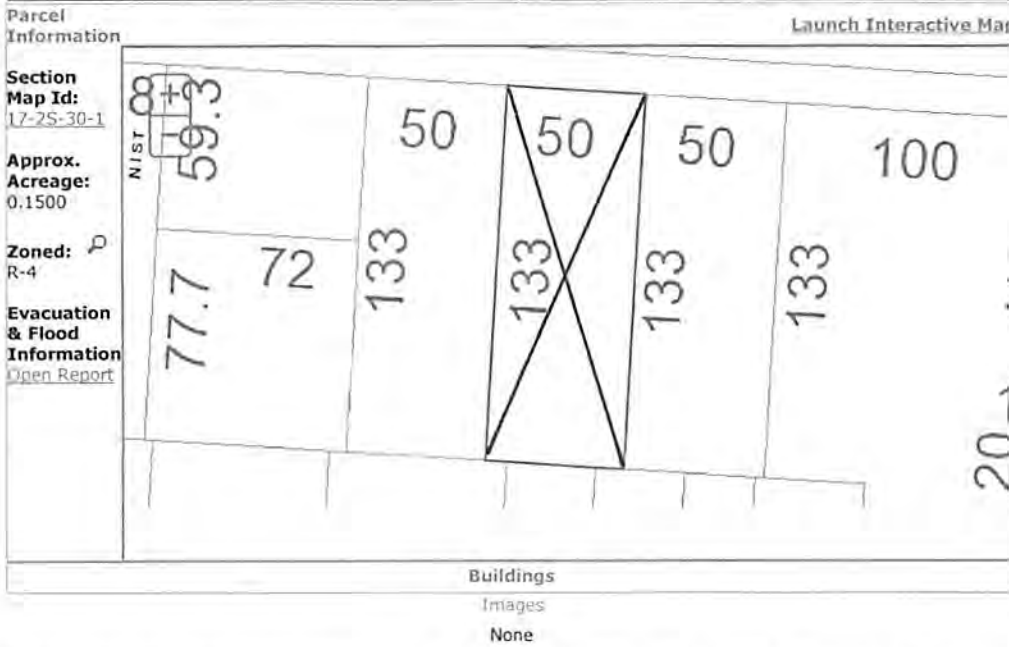


Chris Jones
Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

<p style="text-align: center;"> <input type="radio"/> Navigate Mode <input checked="" type="radio"/> Account <input type="radio"/> Reference </p> <p style="text-align: right;">Printer Friendly Version</p> <p>General Information</p> <p>Reference: 172S305009000064 Account: 062406000 Owners: RIVERS JOHN EST OF Mail: 1516 SUMMERFIELD DR ALLEN, TX 75002 Situs: 1209 W CROSS ST 32501 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$6,318 Total: \$6,318 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>												
<p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/1985</td> <td>2156</td> <td>182</td> <td>\$1,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p><small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small></p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/1985	2156	182	\$1,000	WD	View Instr	<p>2013 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description </p> <p>BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N 133...</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
12/1985	2156	182	\$1,000	WD	View Instr								



The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**Escambia County Property Appraiser
172S305009000064 - Full Legal Description**

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133 FT TO BEG LT 4 UNRECORDED PLAT OF PEAKMANS PIKE S/D OR 2156 P 182

**DEED
ESCHEATED**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

This instrument was prepared by:
**Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida**

WHEREAS, Tax Certification No. 03165 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

**BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N
133 FT E 50 FT S 133 FT TO BEG LT 4 UNRECORDED PLAT OF PEAKMANS PIKE S/D OR 2156 P 182**

**SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S30500900064
TAX ACCOUNT NUMBER 062406000**

** Property previously assessed to: EST OF JOHN RIVERS

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

Pam Childers

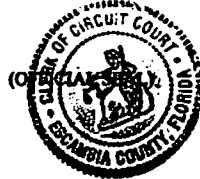
**PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida**

WITNESSES:

Mylinea Johnson
Mylinea Johnson

Emily Hogg
Emily Hogg

State of Florida
County of Escambia



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.



Pam Childers, Clerk of the Circuit Court

Emily Hogg
Emily Hogg, Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6184

County Administrator's Report 13. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Approval of Amendment to Miscellaneous Appropriations Agreement between Escambia County and Art, Culture and Entertainment, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Art, Culture, and Entertainment, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Amendment to Miscellaneous Appropriations Agreement between Escambia County and Art, Culture, and Entertainment, Inc.:

- A. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by \$573,475, for a total allocation of \$879,574, to be paid from the Tourist Promotion Fund (108), Cost Center 360105, Account 58201;
- B. Authorize the Chairman to sign the Amendment and all other necessary documents; and
- C. Authorize the execution of the necessary Change Order.

BACKGROUND:

On January 16, 2014 the Board allocated 25% of the Tourist Development Tax overage to Art, Culture, and Entertainment, Inc. This amendment increases the Miscellaneous Appropriations Agreement to reflect the additional funds, making the total allocated to Art, Culture and Entertainment, Inc. \$879,574 for Fiscal Year 2013/2014.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed approved the Amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Amendments to Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

ACE Amendment

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**AMENDMENT TO MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ART, CULTURE, AND ENTERTAINMENT, INC.**

THIS AMENDMENT TO THE AGREEMENT is made and entered into this 3rd day of June, 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Art Culture and Entertainment, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 6120 Enterprise Drive, Pensacola, Florida 32505 and a Federal Tax Identification Number of 27-1396429 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, on November 7, 2013, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's Tourist Development Fund for Fiscal Year 2013/2014 (October 1 through September 30), the sum of \$306,099.00 for Art, Culture and Entertainment, Inc., to conduct a program generally described as Tourism Promotion Activities; and

WHEREAS, the parties have agreed to amend the agreement to include additional funding for the program activities; and

WHEREAS, as a result of said amendment the Board of County Commissioners finds it in the best interest of the health, safety and general welfare of the residents of Escambia County that the agreement should be amended as provided herein; and

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the agreement entered into on November 7, 2013, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That Section 3 of the agreement is amended as follows:

Section 3. The County agrees to pay the recipient the sum of ~~\$306,099.00~~ \$879,574 for the program of activity payable quarterly in advance in accordance with the procedures set

forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

3. That Exhibit "A" of the Miscellaneous Appropriations Agreement is amended as provided in the revised Exhibit attached hereto and incorporated herein.

4. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: [Signature] ACA
Date: 5/12/14

ART, CULTURE, AND ENTERTAINMENT, INC.

By: _____

Title: _____

Attest:

Date: _____

Secretary

**AMENDED
EXHIBIT "A"**

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Art, Culture, and Entertainment, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS\$ _____
SUPPLIES\$ _____
TRAVEL.....\$ _____
UTILITIES\$ _____
EQUIPMENT (Unit Cost \$1,000 or more)\$ _____

OTHER RECURRING COSTS:

_____ \$ _____
_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ _____

OTHER NON-RECURRING COSTS

Grants to Escambia
Organizations\$ 306,099.00
Arts & Cultural Festival\$ 573,475.00
_____ \$ _____
_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ 306,099.00 \$879,574.00

GRAND TOTAL.....\$ 306,099.00 \$879,574.00

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments will be made in advance on a quarterly basis. Proof of payment for eligible costs for prior quarterly advance must be received by the County before the release of the next quarterly advance.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6185

County Administrator's Report 13. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Supplemental Budget Amendment #177 - Sheriff's Off-Duty Officer, Insurance, and Fee Reimbursements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #177 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #177, General Fund (001) in the amount of \$73,381, to recognize reimbursement proceeds from off-duty officers for employment-related expenses, as well as auto insurance and miscellaneous Sheriff's Fees. These funds must now be appropriated back into the Sheriff's Budget to be used to purchase a new server for additional data storage space.

BACKGROUND:

The Sheriff's Office has received various reimbursement proceeds from off-duty officers, insurance, and miscellaneous fees. These funds will be appropriated back into the Sheriff's FY13/14 Budget to purchase a new server to support additional data storage needs for law enforcement activities in Escambia County.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$73,381.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#177

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

General Fund Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	\$3,398
Insurance Proceeds	1	369008	28,722
Reimbursements	1	369401	41,041
Firing Range	1	347532	220
Total			\$73,381

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Capital Outlay	001/540101	59704	\$73,381
Total			\$73,381

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#177



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6201

County Administrator's Report 13. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Supplemental Budget Amendment #183 - 2013 FTA Grant FL16-0008

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #183 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #183, FTA Capital Projects Fund (320) in the amount of \$94,107, to recognize proceeds from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds to be used to purchase two vans with lifts.

BACKGROUND:

Escambia County Area Transit System (ECAT) was awarded funds for the 2013 FTA Grant FL16-0008, and these funds need to be recognized for the FTA Bus and Facilities Program to purchase two vans with lifts. The required matching funds for the grant are \$10,456, and have been funded with the Local Option Sales Tax (LOST).

BUDGETARY IMPACT:

This amendment will increase Fund 320 by \$94,107 and requires a \$10,456 match. Matching funds will come from Local Option Sales Tax (Fund 352).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2014-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, ECAT was awarded grant funds from Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

FTA Capital Fund Fund Name	320 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2013 FTA Grant - FL16-0008	320	331467 (new)	94,107
Total			\$94,107

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	320 / 320421 (new)	56401	\$94,107
Total			\$94,107

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
183



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6210

County Administrator's Report 13. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Contract Award for Professional Services for Landfill Phasing

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services for Landfill Phasing - Amy Lovoy,
Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and HDR Engineering, Inc., per the terms and conditions of PD 13-14.036, Professional Services for Landfill Phasing, for a lump sum of \$76,065.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

BACKGROUND:

Request for Letters of Interest, PD 13-14.036, Professional Services for Landfill Phasing, were publicly noticed on Monday, March 10, 2014 to 266 known firms. Responses were received from 6 firms on Tuesday, March 25, 2014. HDR Engineering, Inc. was selected based on their qualifications in accordance with the Consultants Competitive Negotiations Act, CCNA.

BUDGETARY IMPACT:

Funding: Fund 401 Solid Waste Fund, Cost Center 230304, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Exhibits A & B

Exhibit C

Agreement

EXHIBIT A
SCOPE OF SERVICES
Landfill Phasing – PD-04.036
Escambia County Solid Waste Division

I. OBJECTIVE

The purpose of this Scope of Services is to propose and define the requested services of the CONSULTANT (HDR) to provide landfill phasing services for Perdido Landfill to the Department of Solid Waste of Escambia County in order to evaluate future capital expenditures and determine an accurate budget and schedule for future development.

II. SCOPE OF SERVICE

HDR shall provide landfill phasing services that include the following tasks:

- Perform aerial topography of the Perdido Landfill (landfill) footprint;
- Determine the amount of disposal airspace utilized in the previous year of operations since the last survey;
- Determine the remaining permitted airspace within the currently constructed landfill footprint;
- Identify specific areas of existing potential disposal capacity along with associated calculations as to lifespan projections for the current landfill footprint;
- Provide recommendations, detailed fill plans and 3-D figures to maximize potential disposal capacity in specific areas within the current landfill footprint and to help translate to landfill operational personnel;
- Prepare a timeline for future landfill mining and Section 5 expansion;
- Provide recommendations for predevelopment actions required prior to Section 5 development;
- Update and modify the 2011 Capital Improvements Plan (CIP); and
- Design an access road and stormwater controls for current operations and future landfill build-out.

Task 100 - Coordination of Aerial Photography & Topographic Mapping

HDR will coordinate with the proposed subcontracted aerial surveyor to obtain an updated aerial photograph and topographic survey of the landfill. The topographic survey will include a Digital Terrain Model (DTM) for the disposal areas to calculate the volume of capacity utilized since the previous topographic survey and the volume of remaining available airspace under the geometry and permit requirements of the current landfill area. HDR will also provide coordination between the ground surveyor and the aerial surveyor.

HDR will coordinate with the aerial surveyor to perform aerial photography of the landfill. The aerial photography will be suitable for topographic and planimetric mapping at a scale of 1" = 50', with a contour interval for approximately 150 acres covering the permitted landfill area and 250' buffer around the landfill. HDR will attend a project kick-off meeting with the County and deliver a digital photograph and a framed aerial photograph for County use.

Task 200 - Remaining Capacity Calculations

Based on the topographic mapping of the operating disposal areas, HDR will prepare a DTM of the existing landfill area and the permitted and geometrically achievable elevations. Based on the previous year's topography and this year's DTM models, HDR will calculate the capacity utilized since the previous survey and determine the immediate available and accessible airspace remaining in the currently operating areas of the landfill. Using the daily waste acceptance rates provided by the County, the updated topographic data, and the design fill and grading plan HDR will evaluate the apparent waste density being achieved in the disposal area. Based on this information, HDR will estimate the remaining capacity. The estimate will take into account volume losses from settlement. HDR will attend an information presentation meeting with the County before finalizing the report.

Task 300 - Identify Existing Landfill Areas for Filling Optimization

HDR will develop a 3-D model illustrating depths of available airspace based on a 50' foot grid of the current disposal area and sideslopes. HDR will provide recommendations and, if necessary, detailed fill plans to maximize potential usable disposal capacity in specific areas within the current landfill footprint. HDR will show access routes to proposed fill areas and address additional storm water and leachate management requirements that may impact the landfilling operations in these specific areas. HDR will meet with the County to clarify the potential optimization areas and sequences.

Task 400 - Lifespan Projections

Based on the disposal capacity calculation, HDR will determine the remaining lifespan of the airspace available based on current geometry and permitted elevations. These projections can be used as a planning tool for future landfill capacity requirements and schedules related to future Stage 5 development and projected waste flows.

Task 500 - Develop a Timeline and Sequence for Predevelopment and Development of Section 5 Expansion

HDR will work with the Escambia County Solid Waste Management Department to identify the necessary tasks involved in accomplishing Section 5 expansion construction and operations. Once the tasks have been identified, HDR will develop a timeline and sequence schedule that can be followed to smoothly transition into expansion operations.

Task 600 - Update and Modify Perdido Landfill Capital Improvement Plan for Mining and Expansion Development

HDR will update and modify the 2011 Capital Improvement Plan (CIP) based on current and estimated future conditions, projected waste flows, and mining rates and practices. HDR will meet with the County prior to updating the CIP and will also deliver and present the updated plan.

For all tasks defined in this scope of services, HDR will perform internal quality reviews and provide drafts to the County for review and comments prior to finalizing.

**EXHIBIT B
SCHEDULES AND TIME FOR COMPLETION**

This Task Assignment shall commence immediately upon Notice to Proceed and continue until the scope of work is completed and accepted by Escambia County. Said project shall maintain schedule as follows. If schedule is altered due to unforeseen delays, the County's project manager shall be notified at once.

100	Coordination of Aerial Photography & Topographic Mapping	45 Days
200	Remaining Capacity Calculations	15 Days
300	Identify Existing Landfill Areas for Filling Optimization	10 Days
400	Lifespan Projections	10 Days
500	Develop a Timeline and Sequence for Predevelopment and Development of Section 5 Expansion	20 Days
600	Update and Modify Perdido Landfill Capital Improvement Plan for Mining and Expansion Development	20 Days
TOTAL TIME FOR COMPLETION		90 Days

Exhibit "C"

PERDIDO CLASS I LANDFILL - LANDFILL PHASING - PD-04.036						
May-14						
Task Description	Staff Effort Forecast (Hrs)					
	Proj Dir	Senior PE	QR Eng	Proj Eng IV	Proj Eng II	Cadd Tech IV
	\$75.41	\$54.81	\$54.81	\$37.43	\$30.42	\$29.11
SUMMARY OF TASKS						
Task 100 Aerial Photography, Topographic Mapping, and Coordination (6 Weeks)	10	10	2	4	4	12
Project Setup, Project Management, Project Engineering, AutoCadd Coordination	8	8	2	2	2	12
Subcontracted Aerial Photography and Framed Aerial Photo for County Use	2	2		2	2	
Task 200 Remaining Capacity Calculations	12	18	6	4	4	40
Project Management, Project Engineering and AutoCadd Modelling	2	8		4	4	40
Quality Review	2	2	6			
Project Site Meeting and Presentation of Findings to County	8	8				
Task 300 Identify Existing Landfill Areas for Filling Operations	10	12	4	12	16	40
3-D Modelling	8	4		8	8	40
Engineering Review	2	8	4	4	8	
Task 400 Lifespan Projections	2	2	2	4	4	40
Engineering Calculations and Review	2	2	2	4	4	40
Task 500 Timeline and Sequencing for Predevelopment and Development	12	18	2	2	8	8
Project Management, Project Engineering and AutoCadd Modelling	4	6	2	2	4	8
Address County Comments and Site Meeting with County	8	12			4	
Task 600 Update and Modify Perdido Landfill Capital Improvement Plan (CIP) for Mining and Expansion Development	20	20	4	4	8	8
Project Management, CIP Updates and QR	6	6	4	2	4	4
Project Update Meeting with County	8	8				
Address Comments and Finalize	6	6		2	4	4
TOTALS	66	80	20	30	44	148

*Direct labor rates based on 2014 labor rates.

Exhibit "C"

PERDIDO CLASS I LANDFILL - LANDFILL PHASING - PD-04.036

May-14

PERDIDO CLASS I LANDFILL - LANDFILL PHASING - PD-04.036												
May-14												
Staff Effort Forecast (Hrs)				Labor (\$)				Expenses (\$)				Total Fee (\$)
Clerical II	Sr. Accounting	Proj Princ	Total Hours	Total Direct Labor (\$)	Operating Margin	Labor Budgeted OH	Total Labor (\$)	Travel	Subs	Sub Mark-Up	Total Exp. (\$)	
\$28.01	\$44.52	\$76.93										
12	4	0	58	\$2,547	\$953	\$7,004	\$7,957	\$ -	\$ 13,700	\$ 1,644	\$15,344	\$23,301
12	4		50									
			8						\$13,700			
4		1	89	\$3,845	\$1,444	\$10,574	\$12,018	\$ 604			\$604	\$12,622
4			62									
			10									
		1	17					\$604				
4		0	98	\$3,843	\$1,477	\$10,569	\$12,046	\$ -			\$0	\$12,046
			68									
4			30									
4			58	\$1,918	\$771	\$5,274	\$6,045	\$ -			\$0	\$6,045
4			58									
4		1	55	\$2,741	\$998	\$7,538	\$8,537	\$ 604			\$604	\$9,141
4			30									
		1	25					\$604				
12	2	1	79	\$3,952	\$1,438	\$10,867	\$12,305	\$ 604			\$604	\$12,909
8			34									
		1	17					\$604				
4	2		28									
40	6	3	437				\$ 58,909	\$ 1,812	\$ 13,700	\$ 1,644	\$ 17,156	\$ 76,065
											Total Fee =	\$76,065

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

HDR Engineering, Inc.

PD 13-14.036, Professional Services for Landfill Phasing

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(Revised July 11, 2013)

TABLE OF CONTENTS

Agreement Declarations		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 3th day of June, 2014, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and HDR Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 25 West Cedar Street, Suite 200, Pdnsacola, Florida 32502, and whose Federal tax identification number is 47-0680568 (hereinafter referred to as the "Consultant").

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** HDR Engineering, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Brent Schneider, Engineering & Environmental Quality Manager, Solid Waste Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.036, Professional Services for Landfill Phasing.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 13-14 in the amount of Seventy Six Thousand Sixty Five Dollars (\$76,065.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.036, Professional Services for Landfill Phasing, and as represented in the Consultant's Letter of Interest response to PD 13-14.036, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$N/A.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Seventy Six Thousand Sixty Five Dollars (\$76,065.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, Florida 32502

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Brent Schneider
Engineering & Environmental
Quality Manager
Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Larry M. Newsom
Interim County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9 GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and HDR Engineering, Inc., signing by and through its John Wimberly, P.E., Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Larry M. Newsom, Interim County Administrator

Date: _____

BCC Approved: June 3, 2014

CONSULTANT:
HDR Engineering, Inc., a Florida Corporation authorized to do business in the State of Florida.

By: _____
John Wimberly, P.E., Vice President

Date: _____

Witness

Witness

ATTEST: Corporate Secretary

By: _____
Secretary



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6102

County Administrator's Report 13. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: PD 13-14.046, Laundry and Cleaning Supplies and Inmate Goods Contract

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Laundry and Cleaning Supplies and Inmate Goods Contract - Amy Lovoy, Management and Budget Services Department Director

That the Board award a 3-year Contract, PD 13-14.046, Laundry and Cleaning Supplies and Inmate Goods Contract, and approve the Agreement for Laundry and Cleaning Supplies, PD 13-14.046, with 2 options for 12-month extension periods, for a term not to exceed 66 months, for an estimated annual amount of \$150,000, to the following vendors:

- A. Charles Neely Corporation-PR Chemical & Paper Supply;
- B. Supreme Paper Supplies;
- C. Bobbie Graves Supply Company, Inc.; and
- D. Bob Barker Company, Inc.

[Funding: Fund 111, Jail Inmate Commissary Fund, Cost Center 290406, Object Code 55201, \$150,000]

BACKGROUND:

The Office of Purchasing, advertised the Invitation to Bid on April 7, 2014 and received Five Bids on April 21, 2014. Four suppliers were recommended for award.

BUDGETARY IMPACT:

[Funding: Fund 111, Jail Inmate Commissary Fund, Cost Center 290406, Object Code: 55201, \$150,000]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Gordon Pike, Department Director Corrections Department shall serve as the County Administrator's designee, as owner's representative for the Contract Administration and Management of this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance, Chapter 46, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

Bid Tab Awarded

Agreement PR Chemical

Agreement Supreme Paper

Agreement Bobbie Graves

Agreement Bob Barker

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Laundry and Cleaning Supplies and Inmate Goods Contract BID # PD 13-14.046								
Bid Opening Time: 10:30 am CDT Bid Opening Date: 04/21/2014 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Forms	Certificate of Insurance	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Letter from Insurance Carrier as Specified in the Insurance Requirements	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
NAME OF BIDDER									
Bob Barker Company, Inc 134 N. Main St Fuquay-Varina, NC 27526	X	X	X	X	X	X	X	X	\$908.08
Bobby Graves Supply Co., Inc 6254 North "W" Street Pensacola, FL 32505	X	X	X	X	X	X	X	X	\$547.28
PR Chemical & Paper 3435 N. Dr., MLK Jr. Dr Pensacola, FL 32503	X	X		X	X		X	X	\$1,199.81
Robinson Textiles 152 w. Walnut St., Ste 250 Gardena, CA 90248	X	X	X	X	X	X	X	X	\$140.90
Supreme Paper & Supplies 8965 Pensacola, Blvd Pensacola, FL 32534	X	X	X	X	X	X	X	X	\$1,181.71
BIDS OPENED BY:	Lester L. Boyd, Purchasing Specialist					DATE: 04/21/2014			
BIDS TABULATED BY:	Cynthia Smith, for Angie Holbrook, SOSA					DATE: 04/21/2014			
BIDS WITNESSED BY:	Cynthia Smith, for Angie Holbrook, SOSA					DATE: 04/21/2014			

CAR 05/15/2014 BOCC 05/15/2014
 DATE 05/15/2014 DATE 05/15/2014

The Purchasing Chief/Designee recommends to the BCC: To award contracts to Bob Barker Co., Inc., Bobby Graves Supply Co., Inc., PR Chemical & Paper & Supreme Paper & Supplies
 Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted @ 3:15 p.m. CDT on 04/25/2014


 LLB/abh

**AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES
PD 13-14.046**

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Charles Neely Corporation-PR Chemical & Paper Supply (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3374698 and whose principal address is 3435 North Dr. Martin Luther King Jr. Drive, Pensacola, FL, 32503.

WITNESSETH:

WHEREAS, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. **Scope**. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, attached hereto as Exhibit "A". In

the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 15, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct

in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation,

other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: PR Chemical & Paper Supply
Attention: Shawn Snyder
3435 North MLK Jr. Drive
Pensacola, Florida 32503

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/5/14

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

CONTRACTOR:
P.R. CHEMICAL & PAPER- CHARLES
NEELY CORPORATION

ATTEST:

By: _____
Corporate Secretary
(SEAL)

By: _____

Title: _____

Date: _____

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION PD 13-14.046

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY. DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION NUMBER PD 13-14.046

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Lumon May, Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Gene M. Valentino**

**From:
Claudia Simmons, CPPO
Purchasing Manager**

**Procurement Assistance
Lester L. Boyd
Purchasing Specialist
Office of Purchasing
Matt Langley Bell, III Building
213 Palafox Place, 2nd Floor,
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805**

**Technical Assistance
Whitney C. Lucas
Escambia County Corrections Accountant
Community Corrections Bureau
2251 N. Palafox St
Pensacola, FL 32501
Tel: (850) 595-3114
Fax: (850) 595-3510**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SCOPE OF WORK SUMMARY

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Departments with quality Laundry and Cleaning Supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors. Each vendor will also include a **percentage discount** in their bid submission on any item listed in their catalog but not shown in this solicitation. It is incumbent upon the vendor to provide updated catalogs and pricing information to the County as new ones are published. The successful vendors shall be reasonable to furnish Laundry and Cleaning Supplies within the time frame prescribed in this solicitation for use by Escambia County Departments, allowing for the capability of the County JAIL to utilize a stockless warehouse methodology.

Central Stores/Stockroom: The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for Laundry and Cleaning Supplies. The Department maintains an inventory of only those supplies necessary to meet its immediate needs.

Volume: Estimated total dollar volume for this contract is \$100,000.00 per year. Quantities shown herein are estimated requirements for (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

Brand Name or Equal: Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic and performance of products that will be satisfactory.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, 2nd Floor, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL. 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA
Invitation to Bid

Laundry and Cleaning Supplies
and Inmate Goods Contract

SOLICITATION NUMBER:
PD 13-14.046

SOLICITATION

MAILING DATE: Monday, April 7, 2014

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulations shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3374698

TERMS OF PAYMENT:

Net 20

DELIVERY DATE WILL BE 1 **DAYS AFTER RECEIPT OF PURCHASE ORDER.**

VENDOR NAME: PR Chemical + Paper

REASON FOR NO OFFER:

ADDRESS: 3435 N. DR. MLK JR DR

CITY, ST. & ZIP: Pensacola, FL 32503

PHONE NO.: (850) 432-0432

TOLL FREE NO.: 800 239-4777

FAX NO.: (850) 434-1931

BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignments shall be made and become effective at the time the County tenders final payment to the offeror.

SHAWN SWYDER
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Shawn Swyder
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(ANNUAL)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____ **Date** _____
County Administrator

By _____ **Date** _____
Signature of Person Authorized to Sign

WITNESS _____ **Date** _____

ATTEST: _____ **Date** _____
Corporate Secretary

WITNESS _____ **Date** _____

(CORPORATE SEAL)

ATTEST: _____ **Date** _____
Witness

Awarded Date _____

ATTEST: _____ **Date** _____
Witness

Effective Date _____



BID FORM
Specification Number PD 13-14.046
LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: 4-15-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Laundry and Cleaning Supplies, and Inmate Goods Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Item Description	Unit	Unit Cost Bid Amount
Baby Shampoo (4 Gal/Case)	Case	\$
small-xlarge Mens Orange Boxers Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$
small-xlarge Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	\$
2XL Mens Orange Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton(6dz/Case)	Case	\$
Orange Tube Socks One Size Fits All	DZ	\$
White Sheets poly/cotton blend 66"X104"	DZ	\$
EVA Khaki Clogs (12 pair/Case)	Case	\$
Thumb Toothbrush w. white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case	\$
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case	\$ 28.30
Toothpaste .85 oz Nautremint (144 pieces/Case)	Case	\$
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair	\$
Pillowcase, cotton white 42X34	DZ	\$
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities. The razor cannot be removed without destroying it. (500 pieces/case)	Case	\$
Towel, White Bath 100% cotton terry towel 24"X48"	DZ	\$
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at main stress points , moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant. Outsole is stitched and cemented to upper for double-reinforcement. Seven pair of rust-resistant eyelets insure secure closure.	Pair	\$
Mattress, Polyester 25X75X4 bagged	Each	\$
Boardwalk Brand toilet paper 2ply (1000/Case)	Case	\$ 27.95
Towels, Brown Multifold (4008/Case)	Case	\$ 13.99
Dimension Fast Drying Floor Finish (5 Gal/Unit)	Unit	\$ 65.01
Formula 900 Soap Scum remover	Gal	\$ 10.90
Q128 Neutral Disinfectant	Gal	\$ 15.50
Bucket Mp, Downpress w. wringer	Each	\$ 108.00

with sidepress
with ringer

\$46.14

Item Description	Unit	Unit Cost Bid Amount
Lemon Pledge (6- 17.7oz cans/Case)	Case	\$ 35.50
16 oz Bottle w. trigger spray	Each	\$.95
32 oz bottle w. trigger spray	Each	\$.98
Mp head, winger loop, x-large	Each	\$ 9.98
Angle broom w. aluminum handle	Each	\$ 7.56
Wall and ceiling brush	Each	\$ 15.50
Handles for ceiling brush	Each	\$ 3.50
Boost Pad-20" Maroon Prep (10/Case)	Case	\$ 48.00
First Class Furniture Polish 16oz Can <i>SSS Creamy Lemon Polish</i>	Each	\$ 37.104
Gojo Derma Pro Lotion Soap (12-800ML/Case)	Case	\$ 38.50
Heavy Duty Paper Bags (200 bags/Case)	Case	\$ 17.73
Chlorine Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case	\$ 80.94
Glove, Nitrile PF Blue 8 MIL sizes small-2XL (10 boxes/case)	Case	\$ 66.50
Spartan Clothesline Fresh Laundry Detergent #3 (15 Gal/Case)	Case	\$ 225.00
Spartan Clothesline Fresh 16 Liquid Alkali (15 Gal/Case)	Case	\$ 155.00
Spartan Clothesline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case	\$ 169.00
24" Dust Mop Head <i>Washable</i>	Each	\$ 7.32
100% Cotton Terry Washcloths 12X12	DZ	\$
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair	\$
Centerpull Paper Towels 8" x 13", 400' per roll, 369 sheet per roll (6rolls/Case) <i>600' per roll</i>	Case	\$ 19.86
Total Cost		\$

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

**(PLEASE TYPE INFORMATION BELOW)
 SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority Document Number PA16000037915

Occupational License No. 136940

Terms of Payment (Check one)

Net 30 Days 2% 10th Prox Other Net 20

Will your company accept Escambia County Purchasing Cards?
 Yes No

Will your company accept Escambia County Direct Payment Vouchers?
 Yes No

County Permits/Fees required for this project:

Permit	Cost
_____	_____
_____	_____
_____	_____

Bidder: PR Chemical + Paper Supply
By: Shawn Snyder
Signature: _____
Title: Pres.
Address: PO Box 2189
Pensacola, FL 32513

Person to contact concerning this bid:
Shawn Snyder
Phone # 850-432-0432
Toll Free # 800-232-4777
Fax # 850-434-1931
E-Mail Address: president@pr-supply.com
Home Page Address: _____

Person to contact for emergency service:
Shawn Snyder
Phone #: 850-432-0432
Cell #: 850-572-6311
Pager #: _____

Person to contact for disaster service:
Shawn Snyder
Home Address: 2124 Goply Dr
Pensacola, FL 32503
Home Phone #: 850-439-3100
Cell #: 850-572-6311
Pager #: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES PD 13-14.046

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Supreme Paper Supplies, Incorporated (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-2758083 and whose principal address is 8967 ½ Pensacola Boulevard, Pensacola, FL, 32534.

WITNESSETH:

WHEREAS, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. **Scope**. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 21, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the

Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Supreme Paper Supplies, Inc.
Attention: Charles Kelly
8967 ½ Pensacola Boulevard
Pensacola, Florida 32534

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

Approved as to form and legal
sufficiency.
By/Title: [Signature]
Date: 5/15/14

**CONTRACTOR:
SUPREME PAPER SUPPLIES, INC.**

ATTEST: _____
By: President

By: _____
Corporate Secretary
(SEAL)

Date: _____

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION PD 13-14.046

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY. DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION NUMBER PD 13-14.046

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Lumon May, Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Gene M. Valentino**

From:

**Claudia Simmons, CPPO
Purchasing Manager**

Procurement Assistance

**Lester L. Boyd
Purchasing Specialist
Office of Purchasing
Matt Langley Bell, III Building
213 Palafox Place, 2nd Floor,
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805**

Technical Assistance

**Whitney C. Lucas
Escambia County Corrections Accountant
Community Corrections Bureau
2251 N. Palafox St
Pensacola, FL 32501
Tel: (850) 595-3114
Fax: (850) 595-3510**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SCOPE OF WORK SUMMARY

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Departments with quality Laundry and Cleaning Supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors. Each vendor will also include a **percentage discount** in their bid submission on any item listed in their catalog but not shown in this solicitation. It is incumbent upon the vendor to provide updated catalogs and pricing information to the County as new ones are published. The successful vendors shall be reasonable to furnish Laundry and Cleaning Supplies within the time frame prescribed in this solicitation for use by Escambia County Departments, allowing for the capability of the County JAIL to utilize a stockless warehouse methodology.

Central Stores/Stockroom: The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for Laundry and Cleaning Supplies. The Department maintains an inventory of only those supplies necessary to meet its immediate needs.

Volume: Estimated total dollar volume for this contract is \$100,000.00 per year. Quantities shown herein are estimated requirements for (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

Brand Name or Equal: Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic and performance of products that will be satisfactory.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, 2nd Floor, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL. 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBA COUNTY FLORIDA
Invitation to Bid

Laundry and Cleaning Supplies
and Inmate Goods Contract

SOLICITATION NUMBER:
PD 13-14.046

SOLICITATION

MAILING DATE: Monday, April 7, 2014

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-2758083

TERMS OF PAYMENT:

Net 20

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Supreme Paper Supplies

ADDRESS: 8910 5th Pensacola Blvd N

CITY, ST. & ZIP: Pensacola FL 32534

PHONE NO.: (850) 478-9207

TOLL FREE NO.: (888) 812-8202

FAX NO.: 850 484-8704

REASON FOR NO OFFER:

BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or collusion, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all sums of money in any now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. All the County's documents such and general shall be made and become effective at the time the County makes final payment to the offeror.

CHARLES T KELLY
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Charles T Kelly Pres
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(ORIGINAL)

** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon verification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

Signature of Person Authorized to Sign

Date

ATTEST _____

Corporate Secretary

Date

(CORPORATE SEAL)

ATTEST _____

Witness

Date

ATTEST _____

Witness

Date

ESCAMBA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____

County Administrator

Date

WITNESS _____

Date

WITNESS _____

Date

Awarded Date _____

Effective Date _____



BID FORM
Specification Number PD 13-14.046
LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: 4/21/14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Laundry and Cleaning Supplies, and Inmate Goods Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Item Description	Unit	Unit Cost Bid Amount
Baby Shampoo (4 Gal/Case)	Case	\$ No Bid
small-xlarge Mens Orange BoxersBoxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$ "
small-xlarge Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	\$ "
2XL Mens Orange Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$ "
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton(6dz/Case)	Case	\$ "
Orange Tube Socks One Size Fits All	DZ	\$ "
White Sheets poly/cotton blend 66"X104"	DZ	\$ "
EVA Khaki Clogs (12 pair/Case)	Case	\$ "
Thumb Toothbrush w. white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case	\$ "
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case	\$ 22.29
Toothpaste .85 oz Nautremint (144 pieces/Case)	Case	\$ "
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair	\$ "
Pillowcase, cotton white 42X34	DZ	\$ "
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities. The razor cannot be removed without destroying it. (500 pieces/case)	Case	\$ "
Towel, White Bath 100% cotton terry towel 24"X48"	DZ	\$ "
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at main stress points , moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant. Outsole is stitched and cemented to upper for double-reinforcement. Seven pair of rust-resistant eyelets insure secure closure.	Pair	\$ "
Mattress, Polyester 25X75X4 bagged	Each	\$ "
Boardwalk Brand toilet paper 2ply (1000/Case) SA-482109	Case	\$ 27.65
Towels, Brown Multifold (4008/Case)	Case	\$ 13.29
Dimension Fast Drying Floor Finish (5 Gal/Unit) Baco Glare 60505	Unit	\$ 49.25
Formula 900 Soap Scum remover <i>See & Clean</i>	Gal	\$ 28.98
Q128 Neutral Disinfectant <i>Via Quat</i>	Gal	\$ 52.72
Bucket Mp, Downpress w. wringer <i>CN-335374W</i>	Each	\$ 73.40

See Attached

See Attached

See Attached

See Attached

Item Description	Unit	Unit Cost Bid Amount
Lemon Pledge (6- 17.7oz cans/Case)	Case	\$ 32.76
16 oz Bottle w. trigger spray	Each	\$.76
32 oz bottle w. trigger spray	Each	\$.76
Mp head, winger loop, x-large	Each	\$ 6.61
Angle broom w. aluminum handle	Each	\$ 5.90
Wall and ceiling brush	Each	\$ No Bid
Handles for ceiling brush	Each	\$ No Bid
Boost Pad-20" Maroon Prep (10/Case)	Case	\$ 58.66
First Class Furniture Polish 16oz Can <i>Batch 06023</i>	Each	\$ 2.91
Gojo Derna Pro Lotion Soap (12-800ML/Case)	Case	\$ 37.86
Heavy Duty Paper Bags (200 bags/Case)	Case	\$ 19.88
Chlorine Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case	\$ 67.80
Glove, Nitrile PF Blue 8 MIL sizes small-2XL (10 boxes/case)	Case	\$ 65.34
Spartan Clothesline Fresh Laundry Detergent #3 (15 Gal/Case) <i>Swish</i>	Case	\$ 221.91
Spartan Clothesline Fresh 16 Liquid Alkali (15 Gal/Case)	Case	\$ 210.08
Spartan Clothesline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case	\$ 159.78
24" Dust Mop Head	Each	\$ 7.47
100% Cotton Terry Washcloths 12X12	DZ	\$ No Bid
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair	\$ "
Centerpull Paper Towels 8" x 13", 400' per roll, 389 sheet per roll (6rolls/Case) <i>Rosew 52368-2</i>	Case	\$ 15.95
Total Cost		\$ 1181.71

See Attached

See Attached

See Attached

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

**(PLEASE TYPE INFORMATION BELOW)
SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority Document Number _____

Will your company accept Escambia County Direct Payment Vouchers?

Yes No

Occupational License No. 167140 *See Attached*

County Permits/Fees required for this project:

Terms of Payment (Check one)

Net 30 Days 2% 10th Prox
 Other Net 20

Permit	Cost
_____	_____
_____	_____
_____	_____

Will your company accept Escambia County Purchasing Cards?

Yes No

Bidder: Supreme Paper Supplies
By: Charles Kelly
Signature: [Signature]
Title: President
Address: 8915 Panama City Blvd
Panama City, FL 32534

Person to contact for emergency service:
Charles Kelly
Phone #: 850-478-9207
Cell #: 850-572-2923
Pager #:

Person to contact concerning this bid:
Charles Kelly
Phone #: 850-478-9207
Toll Free #: 888-817-8202
Fax #: 850-484-8704

Person to contact for disaster service:
Charles Kelly
Home Address:

E-Mail Address: charles@supreme-paper.com
Home Page Address:

Home Phone #:
Cell #: 850-572-2923
Pager #:

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County Board
(print name of the public entity)
by CHARLES T. KELLY President
(print individual's name and title)
for Supreme Paper Supplies
(print name of entity submitting sworn statement)

AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES PD 13-14.046

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Bobbie Graves Supply Company, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-2529684 and whose principal address is 6254 North "W" Street, Pensacola, FL, 32505.

WITNESSETH:

WHEREAS, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. **Scope**. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 17, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the

Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Bobbie Graves Supply Company, Inc.
Attention: Roberta Shealy
6254 North "W" Street
Pensacola, Florida 32505

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By:

Lumon J. May, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____
Approved as to form and legal
sufficiency.

By/Title: Adrian A. Holt
Date: 5/15/14

**CONTRACTOR:
BOBBIE GRAVES SUPPLY COMPANY, INC.**

ATTEST:

By: President

By: _____
Corporate Secretary
(SEAL)

Date: _____

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION PD 13-14.046

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY. DO NOT RETURN WITH YOUR BID



**ESCAMBLIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION NUMBER PD 13-14.046

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Lumon May, Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Gene M. Valentino**

From:

**Claudia Simmons, CPPO
Purchasing Manager**

**Procurement Assistance
Lester L. Boyd
Purchasing Specialist
Office of Purchasing
Matt Langley Bell, III Building
213 Palafox Place, 2nd Floor,
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805**

**Technical Assistance
Whitney C. Lucas
Escambia County Corrections Accountant
Community Corrections Bureau
2251 N. Palafox St
Pensacola, FL 32501
Tel: (850) 595-3114
Fax: (850) 595-3510**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SCOPE OF WORK SUMMARY

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Departments with quality Laundry and Cleaning Supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors. Each vendor will also include a **percentage discount** in their bid submission on any item listed in their catalog but not shown in this solicitation. It is incumbent upon the vendor to provide updated catalogs and pricing information to the County as new ones are published. The successful vendors shall be reasonable to furnish Laundry and Cleaning Supplies within the time frame prescribed in this solicitation for use by Escambia County Departments, allowing for the capability of the County JAIL to utilize a stockless warehouse methodology.

Central Stores/Stockroom: The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for Laundry and Cleaning Supplies. The Department maintains an inventory of only those supplies necessary to meet its immediate needs.

Volume: Estimated total dollar volume for this contract is \$100,000.00 per year. Quantities shown herein are estimated requirements for (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

Brand Name or Equal: Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic and performance of products that will be satisfactory.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, 2nd Floor, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL. 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA
Invitation to Bid

Laundry and Cleaning Supplies
and Inmate Goods Contract

SOLICITATION NUMBER:
PD 13-14.046

SOLICITATION

MAILING DATE: Monday, April 7, 2014

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulations shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-2529684

TERMS OF PAYMENT:

N 30

DELIVERY DATE WILL BE 2 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Bobbie Graves Supply Co. Inc

REASON FOR NO OFFER:

ADDRESS: 6254 North "L" Street

CITY, ST. & ZIP: Pensacola Fl. 32505

PHONE NO.: (850) 474-3694

BID BOND ATTACHED \$ _____

TOLL FREE NO.: () _____

FAX NO.: (850) 474-0399

I certify that this offer is made without prior understanding, agreement, or consultation, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will assign, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all claims of action it may have or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Roberta L. Shealy
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Roberta L. Shealy
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Roberta L. Shealy Owner

Name and Title of Signer (Type or Print)

Name of Company

Bobbie Graves Supply Co. Inc

By _____

County Administrator

Date

By _____

Roberta L. Shealy 4-17-14

WITNESS _____

Date

ATTEST: _____

Roberta L. Shealy 4-17-14

WITNESS _____

Date

Corporate Secretary

Date

ATTEST: _____

Janyal K. Pepe 4-17-14

Awarded Date _____

Witness

Date

ATTEST: _____

Tom A. Murphy 4-17-14

Effective Date _____

Witness

Date



BID FORM
Specification Number PD 13-14.046
LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: 4-17-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Laundry and Cleaning Supplies, and Inmate Goods Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Item Description	Unit	Unit Cost Bid Amount
Baby Shampoo (4 Gal/Case)	Case	\$ n/B
small-xlarge Mens Orange Boxers Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$ n/B
small-xlarge Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	\$ n/B
2XL Mens Orange Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$ n/B
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	\$ n/B
Orange Tube Socks One Size Fits All	DZ	\$ n/B
White Sheets poly/cotton blend 66"X104"	DZ	\$ n/B
EVA Khaki Clogs (12 pair/Case)	Case	\$ n/B
Thumb Toothbrush w. white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case	\$ n/B
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case	\$ n/B
Toothpaste .85 oz Nautramint (144 pieces/Case)	Case	\$ n/B
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair	\$ n/B
Pillowcase, cotton white 42X34	DZ	\$ n/B
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities. The razor cannot be removed without destroying it. (500 pieces/case)	Case	\$ n/B
Towel, White Bath 100% cotton terry towel 24"X48"	DZ	\$ n/B
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at main stress points, moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant. Outsole is stitched and cemented to upper for double-reinforcement. Seven pair of rust-resistant eyelets insure secure closure.	Pair	\$ n/B
Mattress, Polyester 25X75X4 bagged	Each	\$ n/B
Boardwalk Brand toilet paper 2ply (1000/Case) 1 PLY / 1000	Case	\$ 26.85
Towels, Brown Multifold (4008/Case)	Case	\$ 13.50
Dimension Fast Drying Floor Finish (5 Gal/Unit) Dimension	Unit	\$ 66.00
Formula 800 Soap Scum remover Formula 900	Gal	\$ 9.90
Q128 Neutral Disinfectant Q128	Gal	\$ 12.20
Bucket Mp, Downpress w. wringer	Each	\$ 97.00

#PLT
 Boardwalk
 #6150
 2 PLY
 500/96
 Bio-
 Degradable
 #30.75
 4.5" X 3.75"

Item Description	Unit	Unit Cost Bid Amount
Lemon Pledge (6- 17.7oz cans/Case) <i>PLedge 94430</i>	Case	\$ 28.00
16 oz Bottle w. trigger spray	Each	\$ 1.25
32 oz bottle w. trigger spray	Each	\$ 1.28
Mp head, winger loop, x-large <i>Tuway W2-32W</i>	Each	\$ 9.40
Angle broom w. aluminum handle <i>RCP 6385</i>	Each	\$ 16.50
Wall and ceiling brush <i>500108</i>	Each	\$ 5.50
Handles for ceiling brush <i>330259</i>	Each	\$ 2.00
Boost Pad-20" Maroon Prep (10/Case) <i>CLARKE 997024</i>	Case	\$ 125.00
First Class Furniture Polish 16oz Can <i>1st CLAS</i>	Each	\$ 2.60
Gojo Derma Pro Lotion Soap (12-800ML/Case) <i>G-05 9112-12</i>	Case	\$ 35.40
Heavy Duty Paper Bags (200 bags/Case)	Case	\$ h/b
Chlorine Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case	\$ h/b
Glove, Nitrile PF Blue 8 MIL. sizes small-2XL (10 boxes/case)	Case	\$ 72.00
Spartan Clothline Fresh Laundry Detergent #3 (15 Gal/Case)	Case	\$ h/b
Spartan Clothline Fresh 16 Liquid Alkali (15 Gal/Case)	Case	\$ h/b
Spartan Clothline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case	\$ h/b
24" Dust Mop Head <i>Laundrable #5524-536</i>	Each	\$ 6.90
100% Cotton Terry Washcloths 12X12	DZ	\$ h/b
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair	\$ h/b
Centerpull Paper Towels 8" x 13", 400' per roll, 369 sheet per roll (6rolls/Case)	Case	\$ 16.00
Total Cost		\$

* ALT.
Board wall
#6400
#1870
600/6 ea.
Biodes mats

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

**(PLEASE TYPE INFORMATION BELOW)
 SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority Document Number H55714

Occupational License No. 20211

Terms of Payment (Check one)
 Net 30 Days ___ 2% 10th Prox ___
 Other ___

Will your company accept Escambia County Purchasing Cards?
 Yes No

Will your company accept Escambia County Direct Payment Vouchers?
 Yes No

County Permits/Fees required for this project:

Permit	Cost
_____	_____
_____	_____

Bidder: Bobbie Graves Supply Co. Inc.

By: Robertas E. Shealy

Signature: Robertas E. Shealy

Title: owner

Address: 6254 North 'W' St.
Pensacola, FL 32505

Person to contact concerning this bid:
Bobbie Shealy

Phone # 850-474-3694

Toll Free # _____

Fax # 850-474-0399

E-Mail Address: bgravessupply@bellsouth-
supplycompany.com net

Home Page Address: bobbie-graves
supplycompany.com

Person to contact for emergency service:

Bobbie Shealy
Phone #: 850-455-6064

Cell #: 850-291-4311

Pager #: _____

Person to contact for disaster service:
Jesse Shealy

Home Address: 5716 Vestavia Ln
Pensacola, FL 32526

Home Phone #: 850-455-6064

Cell #: 850-291-4311

Pager #: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. N/A
2. _____
3. _____
4. _____

**AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES
PD 13-14.046**

THIS AGREEMENT is made this ____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Bob Barker Company, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 56-1558062 and whose principal address is 134 North Main Street, Fuquay-Varina, NC 27526.

WITNESSETH:

WHEREAS, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. **Scope**. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, attached hereto as Exhibit "A". In

the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 16, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct

in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation,

other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Bob Barker Company, Inc.
Attention: Tina Morgan
134 North Main Street
Fuqua-Varina, NC 27526

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/3/14

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

CONTRACTOR:
BOB BARKER COMPANY, INC.

ATTEST:

By: _____

Title: _____

By: _____
Corporate Secretary
(SEAL)

Date: _____

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION PD 13-14.046

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY. DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION NUMBER PD 13-14.046

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Lumon May, Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Gene M. Valentino**

From:

**Claudia Simmons, CPPO
Purchasing Manager**

**Procurement Assistance
Lester L. Boyd
Purchasing Specialist
Office of Purchasing
Matt Langley Bell, III Building
213 Palafox Place, 2nd Floor,
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805**

**Technical Assistance
Whitney C. Lucas
Escambia County Corrections Accountant
Community Corrections Bureau
2251 N. Palafox St
Pensacola, FL 32501
Tel: (850) 595-3114
Fax: (850) 595-3510**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SCOPE OF WORK SUMMARY

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Departments with quality Laundry and Cleaning Supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors. Each vendor will also include a **percentage discount** in their bid submission on any item listed in their catalog but not shown in this solicitation. It is incumbent upon the vendor to provide updated catalogs and pricing information to the County as new ones are published. The successful vendors shall be reasonable to furnish Laundry and Cleaning Supplies within the time frame prescribed in this solicitation for use by Escambia County Departments, allowing for the capability of the County JAIL to utilize a stockless warehouse methodology.

Central Stores/Stockroom: The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for Laundry and Cleaning Supplies. The Department maintains an inventory of only those supplies necessary to meet its immediate needs.

Volume: Estimated total dollar volume for this contract is \$100,000.00 per year. Quantities shown herein are estimated requirements for (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

Brand Name or Equal: Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic and performance of products that will be satisfactory.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

Lester L. Boyd
 Purchasing Specialist
 Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, 2nd Floor, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL. 32591-1591
 Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA
 Invitation to Bid

Laundry and Cleaning Supplies
 and Inmate Goods Contract

SOLICITATION NUMBER:
 PD 13-14.046

SOLICITATION

MAILING DATE: Monday, April 7, 2014

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:
56-1558062

TERMS OF PAYMENT:
Net 30

DELIVERY DATE WILL BE 5-30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER:
N/A

VENDOR NAME: Bob Barker Company, Inc.

ADDRESS: 134 N Main St

CITY, ST. & ZIP: Fuquay-Varina, NC 27526

PHONE NO.: (919) 552-3431

TOLL FREE NO.: (800) 334-9880

FAX NO.: (800) 322-7537

BID BOND ATTACHED \$ N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignments shall be made and become effective at the time the County tenders final payment to the offeror.

Tina Morgan, Contract Sales Manager
 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Tina Morgan 4/16/14
 SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
 (MANUAL)

** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By

County Administrator

Date

By

Signature of Person Authorized to Sign

Date

WITNESS

Date

ATTEST:

Corporate Secretary

Date

WITNESS

Date

(CORPORATE SEAL)

ATTEST

Witness

Date

Awarded Date

ATTEST

Witness

Date

Effective Date



BID FORM
Specification Number PD 13-14.046
LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: 4/16/14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Laundry and Cleaning Supplies, and Inmate Goods Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Item Description	Unit	Unit Cost Bid Amount
Baby Shampoo (4 Gal/Case)	Case	\$ 19.17
small-xlarge Mens Orange BoxersBoxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$ 17.00
small-xlarge Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	\$ 162.00 (27.00/dz)
2XL Mens Orange Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$ 19.50
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton(6dz/Case)	Case	\$ 186.00 (31.00/dz)
Orange Tube Socks One Size Fits All	DZ	\$ 6.36
White Sheets poly/cotton blend 66"X104"	DZ	\$ 35.76
EVA Khaki Clogs (12 pair/Case)	Case	\$ 40.00
Thumb Toothbrush w. white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case	\$ 7.20
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case	\$ 35.00
Toothpaste .85 oz Nautremint (144 pieces/Case)	Case	\$ 17.28
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair	\$ 1.59
Pillowcase, cotton white 42X34	DZ	\$ 8.64
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities. The razor cannot be removed without destroying it. (500 pieces/case)	Case	\$ 102.00
Towel, White Bath 100% cotton terry towel 24"X48"	DZ	\$ 18.24
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at main stress points , moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant. Outsole is stitched and cemented to upper for double-reinforcement. Seven pair of rust-resistant eyelets insure secure closure.	Pair	\$ 19.01
Mattress, Polyester 25X75X4 bagged	Each	\$ 28.35
Boardwalk Brand toilet paper 2ply (1000/Case)	Case	\$ No Bid
Towels, Brown Multifold (4008/Case)	Case	\$ No Bid
Dimension Fast Drying Floor Finish (5 Gal/Unit)	Unit	\$ No Bid
Formula 900 Soap Scum remover	Gal	\$ No Bid
Q128 Neutral Disinfectant	Gal	\$ No Bid
Bucket Mp, Downpress w. wringer	Each	\$ 51.95

Item Description	Unit	Unit Cost Bid Amount
Lemon Pledge (6- 17.7oz cans/Case)	Case	\$ No Bid
16 oz Bottle w. trigger spray	Each	\$ No Bid
32 oz bottle w. trigger spray *sold 3 bottles per case only	Each	\$ 1.82 ea (\$5.46/cs)
Mp head, winger loop, x-large	Each	\$ No Bid
Angle broom w. aluminum handle	Each	\$ No Bid
Wall and ceiling brush	Each	\$ No Bid
Handles for ceiling brush	Each	\$ No Bid
Boost Pad-20" Maroon Prep (10/Case)	Case	\$ No Bid
First Class Furniture Polish 16oz Can	Each	\$ No Bid
Gojo Derma Pro Lotion Soap (12-800ML/Case)	Case	\$ No Bid
Heavy Duty Paper Bags (200 bags/Case)	Case	\$ No Bid
Chlorine Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case	\$ No Bid
Glove, Nitrile PF Blue 8 MIL. sizes small-2XL (10 boxes/case)	Case	\$ 100.45
Spartan Clothesline Fresh Laundry Detergent #3 (15 Gal/Case)	Case	\$ No Bid
Spartan Clothesline Fresh 16 Liquid Alkali (15 Gal/Case)	Case	\$ No Bid
Spartan Clothesline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case	\$ No Bid
24" Dust Mop Head *sold by dozen only	Each	\$9.30 ea (\$111.60/do)
100% Cotton Terry Washcloths 12X12	DZ	\$1.90
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair	\$ 19.56
Centerpull Paper Towels 8" x 13", 400' per roll, 369 sheet per roll (6rolls/Case)	Case	\$ No Bid
Total Cost		\$ 908.08

CONTRACTOR REQUIREMENTS

Offering 3% off catalog discount for items not listed in bid. Discount will be off current catalog at time of order.

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. None Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

**(PLEASE TYPE INFORMATION BELOW)
 SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority Document Number F97000001514

Occupational License No. _____

Terms of Payment (Check one)

Net 30 Days _____ 2% 10th Prox _____
 Other _____

Will your company accept Escambia County Purchasing Cards?

Yes No

Will your company accept Escambia County Direct Payment Vouchers?

Yes No

County Permits/Fees required for this project:

Permit	Cost
None	_____
_____	_____
_____	_____

Bidder: Bob Barker Compan, Inc.
By: Tina Morgan
Signature: _____
Title: Contract Sales Manager
Address: 134 N Main St
Fuquay-Varina NC 27526

Person to contact concerning this bid:
Tina Morgan
Phone # 919-348-2132
Toll Free # 800-334-8880
Fax # 800-322-7537
E-Mail Address: tinamorgan@bobbarker.com
Home Page Address: www.bobbarker.com

Person to contact for emergency service:
Dale Griffith
Phone #: 888-708-5013
Cell #: 919-389-1947
Pager #: _____

Person to contact for disaster service:
same
Home Address: _____
Home Phone #: _____
Cell #: _____
Pager #: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. N/A
- 2.
- 3.
- 4.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6230

County Administrator's Report 13. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Vehicles for Escambia County Corrections - Jail

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Five Vehicles for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contract #071-000-14-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Sections 46-64, Board approval, and award a Purchase Order to Hub City Ford, in the amount of \$190,260, for the following vehicles:

- A. One Ford Expedition 4X4, in the amount of \$31,570;
- B. Two Ford Expedition 2X4, in the amount of \$32,366; and
- C. Two Ford Econoline Van, in the amount of \$46,979.

[Funding Source: Fund 352, "LOST III," Cost Center 290407, Account 56401]

BACKGROUND:

The Escambia County Corrections-Jail are replacing five vehicles. These new vehicles will transport employees, equipment and materials, and transporting inmates. The vehicles being replaces are 1995 and 1995 models. These vehicles served their purpose and considering the amount of service and repairs they now require, it was deemed the vehicles need to be replaced. Listed below are the vehicles being replaced, including property number, year, make and model:

Make/Model/Year	Property	Condition
1995 GMC Wheel Chair Van	# 60520	Poor
1995 GMC Wheel Chair Van	# 60532	Poor
1995 GMC Van	# 60525	Inoperable
1996 Chevrolet Van	# 60543	Poor
1996 Chevrolet Van	# 60544	Poor

BUDGETARY IMPACT:

[Funding Source: Fund 352, "LOST III", Cost Center 290407, Account 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Escambia County Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Sections 46-64, Board Approval.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6227

County Administrator's Report 13. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida

From: Cathy White, Drug Court Manager

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida – Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida:

A. Approve the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida. This Agreement is being submitted for approval as a continuation of the Drug Court Expansion Program, which was initially approved by the Board of County Commissioners on November 4, 2010, and executed by the Office of the State Courts Administrator on November 23, 2010. This Agreement will become effective July 1, 2014, and will terminate June 30, 2015. During this period, funding for the program is not to exceed \$317,000; and

B. Authorize the Chairman, as the County's representative, to sign the Agreement, amendments, and/or other related documents as may be required.

[The funds are made available through the Office of the State Courts Administrator for the period beginning July 1, 2014, and terminating June 30, 2015; there is no cost to the County.]

BACKGROUND:

As a continuation of the Drug Court Expansion Program, the Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court (Expansion Program) in Escambia County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the existing Expansion Program. The First Judicial Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources.

The Expansion Program targets prison bound non-violent, third-degree felony offenders to be sentenced to post-adjudicatory drug courts. The Office of the State Courts Administrator will annually contract with the Grantee to provide fiscal services and ensure that substance abuse

treatment, drug testing, and ancillary services are provided for offenders entering the adult post-adjudicatory Drug Court Expansion Operations Program.

BUDGETARY IMPACT:

The funds are made available through the Office of the State Courts Administrator for the period beginning July 1, 2014, and terminating June 30, 2015. There is no cost to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization of all contracts exceeding \$50,000 to be signed by the Chairman.

IMPLEMENTATION/COORDINATION:

The County Administrator's office will approve all invoices before payments are disbursed by the County.

Attachments

Contractual Services Agreement

**CONTRACTUAL SERVICES AGREEMENT
FOR ADULT POST-ADJUDICATORY
DRUG COURT EXPANSION OPERATIONS
IN ESCAMBIA COUNTY, FLORIDA**

This Agreement is made between the Office of the State Courts Administrator (OSCA) and the Escambia County Board of County Commissioners (Contractor) for adult post-adjudicatory drug court expansion operations.

I. Purpose

The Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court (Expansion Program) in Escambia County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the existing Expansion Program. The First Judicial Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources.

II. Scope of Work

- A. The Contractor will provide or contract with service providers to provide licensed substance abuse treatment, drug testing, and ancillary services for adult offenders who would otherwise be incarcerated in state prison but are deemed eligible for the Expansion Program by the First Judicial Circuit pursuant to state law. Offenders in the Expansion Program shall be provided with all needed services identified, contingent upon those services being available in the community. Services may include outpatient and residential treatment for substance abuse and mental health disorders for the offender pursuant to an evidence-based assessment conducted by the treatment provider to determine the most appropriate treatment modality. Treatment services may also include, but are not limited to, costs for assessments, case management, operating expenses, and educational materials for staff. Ancillary services for offenders may include, but are not limited to, bus passes, transitional housing, educational materials and services, and employment assistance.
- B. The OSCA will reimburse the Contractor for the services provided exclusively to offenders in the Expansion Program in Escambia County in the First Judicial Circuit and only for services provided during the term of this Agreement.
- C. The Contractor will provide the OSCA with an annual budget, in a format deemed appropriate by the OSCA, for the provision of services to the Expansion Program in Escambia County in the First Judicial Circuit.
- D. The Contractor must follow state and local competitive procurement guidelines prior to entering or awarding contracts for any service provider. The Contractor shall use their own procurement procedures which reflect state and local laws and regulations.
- E. The Contractor will require all service providers to report the amount of participant fees or co-pays collected with the total number of participants who have paid such fees or co-pays on a quarterly or monthly basis. This information will be provided to the First Judicial Circuit and the OSCA as requested.

- F. The Contractor shall submit monthly invoices to the OSCA as provided in Section V. of the Agreement.
- G. The Contractor must pay all service providers and other expenses prior to reporting those expenditures to the OSCA for reimbursement.
- H. The Contractor agrees to provide the OSCA with additional reports for auditing purposes as requested. Prior to submission to the OSCA, the Contractor agrees to submit the reports to the First Judicial Circuit's trial court administrator for review before submission to the OSCA.
- I. The Contractor agrees to comply with the provisions of the Florida Single Audit Act, section 215.97, Florida Statutes, if applicable.

III. Deliverables

The Contractor will provide one month of fiscal services for 12 months and ensure that substance abuse treatment, drug testing, and ancillary services are available and provided to offenders entering the Expansion Program in Escambia County as specified in Section II. Scope of Work.

IV. Compensation

- A. The OSCA will provide the Contractor with a total of \$317,000 as reimbursement for the services provided for the Expansion Program, contingent on a final budget approved by the OSCA and available funding appropriated by the Florida Legislature for the Expansion Program.
- B. All services funded under this Agreement must be specifically for offenders in the Expansion Program.
- C. Only those expenditures included in the approved budget referenced in Section IV. A. of this Agreement will be reimbursed. The Contractor shall not receive payments from the OSCA for services rendered prior to the execution date or after the termination of this Agreement.
- D. Any administrative costs claimed by the Contractor must be submitted by the Contractor for approval by the OSCA prior to being reported and reimbursed by the OSCA.
- E. Costs incurred under this Agreement must not be allocated or included as a cost to any other financed program. Costs incurred under this Agreement must be necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out the Contractor's existing responsibilities. Costs must be authorized by state or local laws and regulations that are in effect at the time the funds are awarded and must be treated consistently with policies, regulations, and procedures that apply uniformly to other Contractor activities.
- F. Any payment due under the terms of this Agreement may be withheld until the Contractor complies with the requirements of this Agreement, including submittal of all required documentation needed from the Contractor as provided in Section V. of the Agreement.
- G. Any changes needed to the approved budget must be submitted by the Contractor or the First Judicial Circuit to the OSCA and approved by the OSCA prior to expenditures being reported and reimbursed by the OSCA.

- H. Changes to the approved budget may be approved by the OSCA contract manager without requiring an amendment to this Agreement, with the exception of approved increases to the total contract amount specified in Section IV. A. of this Agreement. Costs within 10% of the unit cost included in the approved budget will not require a budget amendment.

V. Method of Payment

- A. The Contractor must submit monthly invoices to the First Judicial Circuit's trial court administrator prior to submission to the OSCA. The circuit's trial court administrator or their designee shall review and sign each invoice prior to submission to the OSCA to certify that the costs are just, correct, and reasonable and contain no illegal item, similar to the obligation required of the trial court administrators under section 939.08, Florida Statutes.
- B. The Contractor shall submit monthly invoices to the OSCA by the 20th day of the following month for services provided and program expenditures paid by the Contractor for which reimbursement by the OSCA is requested. For example, an invoice for June services must be received by the OSCA by July 20.
- C. The invoice template included as Attachment A must be used and submitted to the OSCA in sufficient detail for proper pre-and post- audit purposes. All invoices must include the following documentation to support the indicated program expenditures: record of payment with payment date and check number; and a record of type of service or expense claimed to include an invoice with the number of units, cost per unit, total cost, and number of clients served, if applicable. Salaries and benefits claimed must include a payroll record with the number of hours paid, hourly rate, copies of all timesheets, and the number of clients served by each employee, if applicable.
- D. Payments to the Contractor will be made in accordance with the provisions of section 215.422, Florida Statutes.

VI. Contract Terms

- A. This Agreement shall be for a period beginning July 1, 2014 and become effective upon the full execution of this Agreement, on the date of the last signature.
- B. This Agreement will terminate on June 30, 2015, unless extended upon written approval by both parties.
- C. It is the intent of the OSCA to enter into an Agreement annually with the Contractor as funds are appropriated by the Florida Legislature to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are available and provided to offenders entering the Expansion Program in Escambia County.
- D. The OSCA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, the availability of funds appropriated by the government, and final spending approval from the Chief Justice of the Florida Supreme Court.
- E. If the funds become unavailable, the Contractor will have no further obligation to continue performing under this Agreement.

- F. The parties to this Agreement are bound by the General Contract Conditions for Services of the Florida State Court System, which can be found at <http://www.flcourts.org/administration-funding/purchasing.stml> and are incorporated herein as if fully recited in this Agreement. To the extent that any of those terms or conditions are in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.
- G. The parties to this Agreement are bound by applicable state, local laws, codes, regulations, rules, and orders.

VII. Termination

- A. The OSCA may terminate this Agreement in the event funding becomes unavailable upon written notice to the Contractor.
- B. The OSCA may terminate the Agreement upon thirty (30) days written notice if the Contractor fails to abide by any of the terms or conditions of the Agreement or if the Contractor fails to maintain adequate progress, thus endangering performance of the Expansion Program.
- C. The Contractor shall have fifteen (15) days after receiving written notice of the OSCA's intent to terminate to cure the breach identified by the OSCA.
- D. The Agreement can be terminated for any reason by agreement of the parties. Any termination of this Agreement does not release any other party from any obligation or liability accrued or outstanding under this Agreement prior to termination, including without limitation any payment or performance obligations accruing prior to the time of termination.

VIII. Confidentiality and Non-Disclosure

- A. The Contractor acknowledges and agrees that certain confidential information may be obtained or created through their work with the OSCA under this Agreement.
- B. The Contractor agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Contractor during the course of its performance under this Agreement.
- C. The Contractor agrees that all treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C. § 290dd-2, (HIPPA) and Chapter 397 (Marchman Act).

IX. Work Product and Property

The OSCA may reproduce, without further compensation to the Contractor, any written materials generated as a result of the work performed under this Agreement by the Contractor.

X. Records

The Contractor shall retain and maintain in accordance with the Florida Rules of Judicial Administration, any and all documents, data, or other materials (Records) related to this

Agreement for four (4) years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving the Records is started before the end of the four (4) year period, then the Contractor agrees to retain the Records until all issues arising out of the action are resolved or until the end of the four (4) year period (Retention Period), whichever is later. Following such Retention Period, the Contractor may in its sole discretion continue to retain or dispose of the Records, provided that the Contractor shall make a good faith effort to dispose of the Records in a confidential manner.

XI. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (1) on the date served personally on the party to whom notice is to be given or (2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. Notice shall be provided to:

County Technical:

Kristin D. Hual
Assistant County Attorney
Escambia County
Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

OSCA Technical:

Jennifer Grandal
Senior Court Operations Consultant
Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399
Phone: (850) 922-5101
Fax: (850) 414-1505
E-mail: grandalj@flcourts.org

County Contractual:

Lumon J. May
Chairman
Escambia County
Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502
Phone: (850) 595-4930
Fax: (850) 595-4908

OSCA Contractual:

Rosemary Patterson
Chief, Office of Court Improvement
Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399
Phone: (850) 414-8869
Fax: (850) 414-1505
E-mail: pattersonr@flcourts.org

XII. Staff Training Costs

The OSCA is not responsible for any training costs incurred by the Contractor in the performance of this Agreement above and beyond the funding provided for in this Agreement. This does not apply to instances where the OSCA may authorize attendance at specific state or national training events which may be paid for by the OSCA.

XIII. Liability

- A. The Contractor shall assist the OSCA in the investigation of injury or damages either for or against the OSCA or the State of Florida pertaining to the OSCA's respective areas of responsibility or activities under this Agreement and shall contact the OSCA regarding the legal actions deemed appropriate to remedy such damage or claims.
- B. The Contractor is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, of its officers, employees, and agents thereof, including volunteers as permitted by Florida law.
- C. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party to this Agreement.

XIV. Insurance

- A. The Contractor shall be insured or self-assured for all liability claims and related expenses pursuant to the provisions of section 768.28, Florida Statute. The OSCA's interests, as they may appear, will be protected under the provisions of section 768.28, Florida Statute.
- B. The Contractor shall require proof that all service providers have adequate insurance to protect the OSCA, State of Florida, Sub-recipient, and Judicial Circuit from any claims arising under section 768.28, Florida Statute.

XV. Indemnification

- A. As permitted by Florida law, the Contractor shall be fully liable for all actions of its employees and agents and shall fully indemnify, defend, and hold harmless the OSCA and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, their agents and employees.
- B. As permitted by Florida law, the Contractor shall be liable for all actions of the service providers and their officers, agents and employees that are contracted to provide services for the Expansion Program and shall fully indemnify, defend, and hold harmless the OSCA and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the service providers, their agents and employees.
- C. The first ten dollars of the payment under Section IV.A. shall be the specific consideration for this indemnification clause.
- D. The Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the OSCA.

XVI. Dispute Resolution

Any dispute concerning performance of the Agreement shall be decided by the State Courts Administrator or the Deputy State Courts Administrator, with the approval of the

General Counsel, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply and the parties waive any right to jury trial.

XVII. Default

- A. Waiver or breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- B. The delay or failure by the OSCA to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the OSCA's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

XVIII. Attachments and Exhibits to be Included as Part of this Agreement

Attachment A Invoice Template

XIX. Amendments

This Agreement and all attachments and exhibits herein attached and incorporated by reference may be amended only by written agreement signed by all parties. The Agreement contains all the terms and conditions agreed upon by the parties. The Agreement may only be modified or amended upon mutual written agreement of the OSCA and the Contractor.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES INTEND TO BE BOUND AND MUTUALLY AGREE TO THE TERMS OF THIS AGREEMENT.

OFFICE OF THE STATE COURT ADMINISTRATOR

Elisabeth H. Goodner Date
State Courts Administrator

CONTRACTOR
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY

Lumon J. May, Chairman Date
Escambia County Board of County Commissioners

Approved as to form and legal
sufficiency.

By/Title: Alvin A. A. A. A.
Date: 5/22/14

THIS AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY _____
DEPUTY CLERK

Attachment A

**Adult Post-Adjudicatory Drug Court Expansion Program
Project Expenditure Report
SUMMARY STATEMENT OF COSTS**

County:		Report #:	Period:
Contractor:			
Address:		Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program	
Phone:			
Budget Category	Category Total	This report should only include contractor payments made in accordance with the terms of the approved Contractual Services Agreement. <input type="checkbox"/> Charge to Cash Advance Advance Received: Previous Amount Applied to Advance: Current Amount Applied to Advance: Advance Balance:	
Salaries and Benefits	\$0.00		
Contractual Services	\$0.00		
Expenses	\$0.00		
Operating Capital Outlay	\$0.00		
Administrative Costs	\$0.00		
Total Claim Amount	\$0.00		
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.			
Date:	Signed:		
_____ Chief Financial Officer or Designated Representative			
_____ Print name of Chief Financial Officer or Designated Representative			
Date:	Signed:		
_____ Trial Court Administrator or Designated Representative			
_____ Print name of Trial Court Administrator or Designated Representative			

SALARY & BENEFITS

Name of Employee:	Employee Title:	
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program		
Type of Work Performed on Project:		
Number of Clients Served:		
	Regular Pay	Overtime Pay
Total Hours Worked	0.0	
Hours Worked on Project	0.0	0.0
Gross Salary for Pay Period	\$0.00	
Gross Overtime Pay for Period		\$0.00
Charges To Project	\$0.00	\$0.00
Health Insurance	\$0.00	
Life Insurance	\$0.00	
Retirement	\$0.00	
FICA	\$0.00	
Others	\$0.00	
Others Description		
Total Benefits Paid this Period	\$0.00	\$0.00
Total Benefits Charged to Project	\$0.00	\$0.00
Total Charges to Project	\$0.00	\$0.00

DETAILS OF EXPENSE

County:	Contract #:	Report #:	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#:
Vendor	Description of Item	Amount	
		Subtotal	\$0.00

ADMINISTRATIVE COSTS

County:	Contract #:	Report #:	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#:
Vendor	Description	Amount	
		Subtotal	\$0.00
This column total appears on Summary Statement.		Grand Total	\$0.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6192

County Administrator's Report 13. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Locally Funded Agreement for Signalization at SR 95/US 29 (Highway 29) and SR 97 (Highway 97)

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Locally Funded Agreement for Signalization at SR 95/US 29 (Highway 29) and SR 97 (Highway 97) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Signalization at SR 95/US 29 (Highway 29) and SR 97 (Highway 97):

A. Adopt the Resolution supporting the installation of mast arms and signalization at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97) and authorizing the Chairman to sign the Locally Funded Agreement between the Florida Department of Transportation and Escambia County, Project #220876-8-52-33; and

B. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Project #220876-8-52-33.

[Funding Source: Fund 352, "LOST III," Account 210107, Object Code 56301, Project #14EN3015]

BACKGROUND:

Meeting in regular session on October 17, 2013, the Board of County Commissioners authorized Lumon J. May, Chairman, to sign a Resolution expressing the Board's support for an upgraded, full traffic signal at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97).

Staff subsequently met with Tommy Barfield, Secretary, District 3, Florida Department of Transportation (FDOT) and discussed the upgrade. Staff was advised that FDOT would perform an analysis to see if the intersection warranted the upgraded traffic signal. It was determined that, if the intersection met the criteria, FDOT would design and construct the upgrade and Escambia County would pay for the construction. The intersection did meet the warrants and currently FDOT has a design which is 60% complete.

The County Attorney's Office has two concerns which are:

- 1) There is no provision for capping the County's funding obligations; and
- 2) There is no provision requiring mutual agreement for any budget increases.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Account 210107, Object Code 56301, Project #14EN3015.

Escambia County will, within fourteen calendar days after the execution of this Agreement, furnish FDOT with a deposit in the amount of \$265,400, which is full payment of the County's estimated cost of the project.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Resolution and Locally Funded Agreement were reviewed and signed off on by the Legal Department with the understanding that they do have some concerns and would like these brought up for discussion.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this recommendation, the Chairman will need to sign five original copies of the Locally Funded Agreement. The Clerk's office will then need to certify five copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the five signed original copies of the Agreement and the five certified copies of the Resolution to FDOT for final signatures and for their files. The Clerk's office will furnish FDOT with a check in the amount of \$265,400 within fourteen calendar days of this Agreement.

Attachments

Resolution

LFA

RESOLUTION NUMBER R2014-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE INSTALLATION OF MAST ARMS AND SIGNALIZATION AT THE INTERSECTION OF SR 95/US 29 (HIGHWAY 29) AND SR 97 (HIGHWAY 97); AUTHORIZING THE CHAIRMAN TO SIGN THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY FOR PROJECT #220876-8-52-33; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County and the Florida Department of Transportation (FDOT) have determined that is in the best interest of all concerned to install mast arms and add signalization at the intersection of SR95/US 29 (Highway 29) and SR 97 (Highway 97); and

WHEREAS, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$265,400 for full payment of the County's share of the estimated project cost; and

WHEREAS, the completion of the proposed Project at this location will provide a safer intersection with a higher level of service for the motoring public in Escambia County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby supports the installation of an upgraded full traffic signal with structural mast arms at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97).

SECTION 3. That the Board supports the installation of a mast arms and signalization at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97).

SECTION 4. That the Board authorizes the Chairman to sign the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County for Project #220876-8-52-33.

SECTION 5. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court
By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.
By/Title: K. H. [Signature] ACA
Date: 5/19/14

(SEAL)

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY**

Project #220876-8-52-33

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

1. The COUNTY and the DEPARTMENT desire to install mast arms and add signalization at the intersection of SR 95/US 29 (Highway 29) and SR 97 (Highway 97) (Section 48040, MP 23.561) in Escambia County, Florida, and as fully described in Exhibit A attached to this AGREEMENT.
2. The DEPARTMENT will undertake and administer the PROJECT, and the COUNTY will pay for the costs of the PROJECT as provided herein.
3. The DEPARTMENT is authorized to enter into this AGREEMENT by §339.12, Florida Statutes, and other sections of the Florida Transportation Code, and the COUNTY has approved this AGREEMENT and authorized its chairman to sign on its behalf as set forth in the Resolution attached hereto as Exhibit B.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

4. The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.
5. The COUNTY agrees that it will, within fourteen (14) calendar days after the execution of this AGREEMENT, furnish the DEPARTMENT an advance deposit in the amount of \$265,400 for full payment of the estimated cost of the PROJECT. The advance deposit shall be the total estimated cost of the PROJECT. The DEPARTMENT may utilize this advance deposit for the PROJECT costs.
6. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the advance deposit as provided for in paragraph seven (7). The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish funds as provided for in paragraph.
7. Should PROJECT modifications or changes occur that increase the COUNTY'S share of total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for the PROJECT during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to §55.03, Florida Statutes.
8. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final

payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of five (5) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total PROJECT costs pursuant to the terms of this AGREEMENT is less than the advance deposit plus any accrued interest, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

9. In the event the final accounting of total project costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to §55.03, Florida Statutes, on any invoice not paid within forty (40) calendar days until the invoice is paid.

10. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit.

11. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:

Escambia County Public Works, Joy D. Blackmon, P.E., 3363 West Park Place, Pensacola, Florida 32505

FOR THE DEPARTMENT

Florida Department of Transportation, Attn: District Program Development Manager, 1074 Highway 90, Chipley, Florida 32428

12. The following provisions of §339.135(6)(a), Florida Statutes, are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

14. This AGREEMENT shall not be more strictly construed against either party because one party

drafted or prepared any or all of the terms and provisions.

15. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

16. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

17. The COUNTY:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the date of this AGREEMENT.

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

**Board of County Commissioners
Escambia County, Florida**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: Lumon J. May
Title: Chairman
Date: _____

By: _____
James T. Barfield, P.E.
District Secretary, District Three
Date: _____

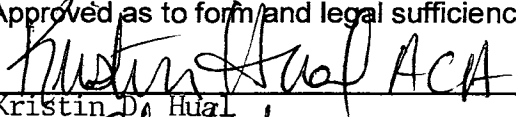
Attest: Pam Childers
Clerk of the Circuit Court

Attest: _____
Executive Secretary (SEAL)

By: _____ (SEAL)
Deputy Clerk

Approved as to form and legal sufficiency:

Legal Review:


Kristin D. Hual

Office of the General Counsel

Date: 5/19/14

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6194

County Administrator's Report 13. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Acceptance of Property for Merlin's Manor/Meadson Road Drainage Project

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of a Parcel of Real Property for the Merlin's Manor/Meadson Road Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a parcel of real property, located in Merlin's Manor Subdivision, for drainage improvements:

A. Accept the donation of a parcel of real property (approximately 0.47 acres), located in Merlin's Manor Subdivision, from Merlin's Manor, a Joint Venture, and Escambia Construction Co., Inc., for drainage improvements;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Warranty Deed as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

The County has a project in design to make drainage improvements in the Merlin's Manor Subdivision area, located east off Bauer Road. The County has a retention pond adjacent to the above-mentioned parcel, but there is no drainage outfall for the County pond. The acquisition of this parcel will provide the property needed to outfall storm water drainage from the existing County pond.

Board approval is required for the acceptance of this parcel of real property.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Warranty Deed

Parcel info

Plat

Aerial map

This document was prepared by:
Larry Goodwin
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26 day of March, 2014, by and between Merlin's Manor, a Joint Venture, through its General Partners, B.G.N. Corp., a dissolved Florida profit corporation, and Escambia Construction Co., Inc., a Florida profit corporation, whose address is PO Box 3256, Pensacola, FL 32516 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

SEE ATTACHED EXHIBIT "A"

Parcel Identification Number: 08-3S-32-1100-000-002 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2014; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Merlin's Manor, a Joint Venture

Witness Deborah Weaver
Print Name Deborah Weaver

By: Mary Noonan
Mary Noonan, as president of B.G.N. Corp., General Partner of Merlin's Manor, a Joint Venture

Witness Bernie W Manning
Print Name Bernie W Manning

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27 day of March, 2014, by Mary Noonan, as President of B.G.N. Corp., General Partner of Merlin's Manor, a Joint Venture. She () is personally known to me, or () has produced current Florida Driver License as identification.

(Notary Seal)
Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Witness Timothy C. Royer
Print Name Timothy C. Royer

By: Michael Blanton
Michael Blanton, as president of Escambia Construction Co., Inc., General Partner of Merlin's Manor, a Joint Venture

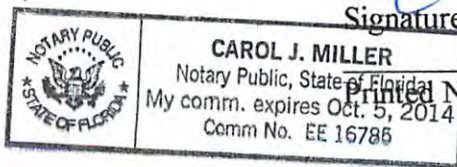
Witness Dianne E. Viciente
Print Name Dianne E. Viciente

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 24 day of March, 2014, by Michael Blanton, as President of Escambia Construction Co., Inc., General Partner of Merlin's Manor, a Joint Venture. He () is personally known to me, or () has produced current _____ as identification.

(Notary Seal)

Carol J. Miller
Signature of Notary Public
Carol J. Miller
Printed Name of Notary Public



ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to
form and legal sufficiency.

By

Title

Date

[Signature]
Asst. County Attorney
March 28, 2014

EXHIBIT "A"

GREENBELT AREA, BLOCK "A", AS DEPICTED ON THE PLAT OF MERLIN'S MANOR AS RECORDED IN PLAT BOOK 14 PAGE 92 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 2 BLOCK "A" IN MERLIN'S MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 14 PAGE 92, THENCE PROCEED ALONG THE SOUTH LINE OF LOTS 2-4 OF BLOCK "A" SOUTH 89° 19' 59" EAST FOR A DISTANCE OF 218.93', THENCE DEPARTING SAID SOUTH LINE PROCEED SOUTH 19° 16' 23" WEST ALONG THE WEST LINE OF THAT PROPERTY AS DESCRIBED IN O.R. BOOK 3297 PAGE 992 FOR A DISTANCE OF 129.76', THENCE PROCEED SOUTH 76° 36' 43" WEST FOR A DISTANCE OF 89.06', TO THE WEST BOUNDARY LINE OF SAID MERLIN'S MANOR, THENCE PROCEED ALONG SAID WEST LINE NORTH 31° 33' 03" WEST FOR A DISTANCE OF 170.93' TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 0.475 ACRES MORE OR LESS.

Source: Escambia County Property Appraiser

[←](#) Navigate Mode
 Account
 Reference
 [→](#)

[Restore Full Page Version](#)

General Information	
Reference:	083S321100000002
Account:	103000086
Owners:	MERLIN'S MANOR
Mail:	PO BOX 3256 PENSACOLA, FL 32516
Situs:	MEADSON RD BEHIND 32506
Use Code:	WASTE LAND
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

2013 Certified Roll Assessment	
Improvements:	\$0
Land:	\$95
Total:	\$95
Save Our Homes:	\$0
Disclaimer	
Amendment 1/Portability Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1992	3297	990	\$100	WD	View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2013 Certified Roll Exemptions	
None	
Legal Description	
DETENTION POND & GREEN BELT AREA MERLIN'S MANOR PB 14 P 92 OR 3188 P 412...	
Extra Features	
None	

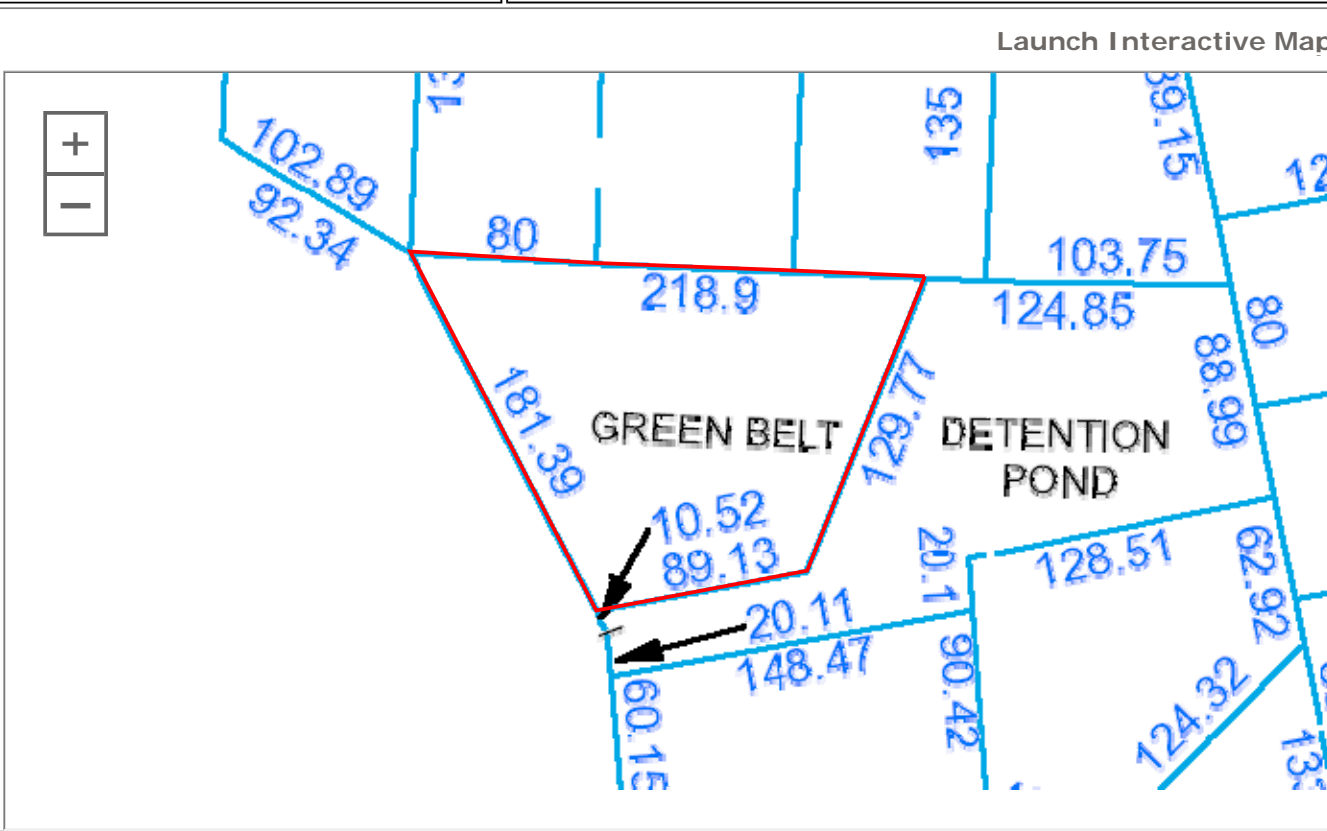
Parcel Information

Section Map Id:
[08-3S-32-1](#)

Approx. Acreage:
0.4700

Zoned:
R-4

Evacuation & Flood Information
[Open Report](#)



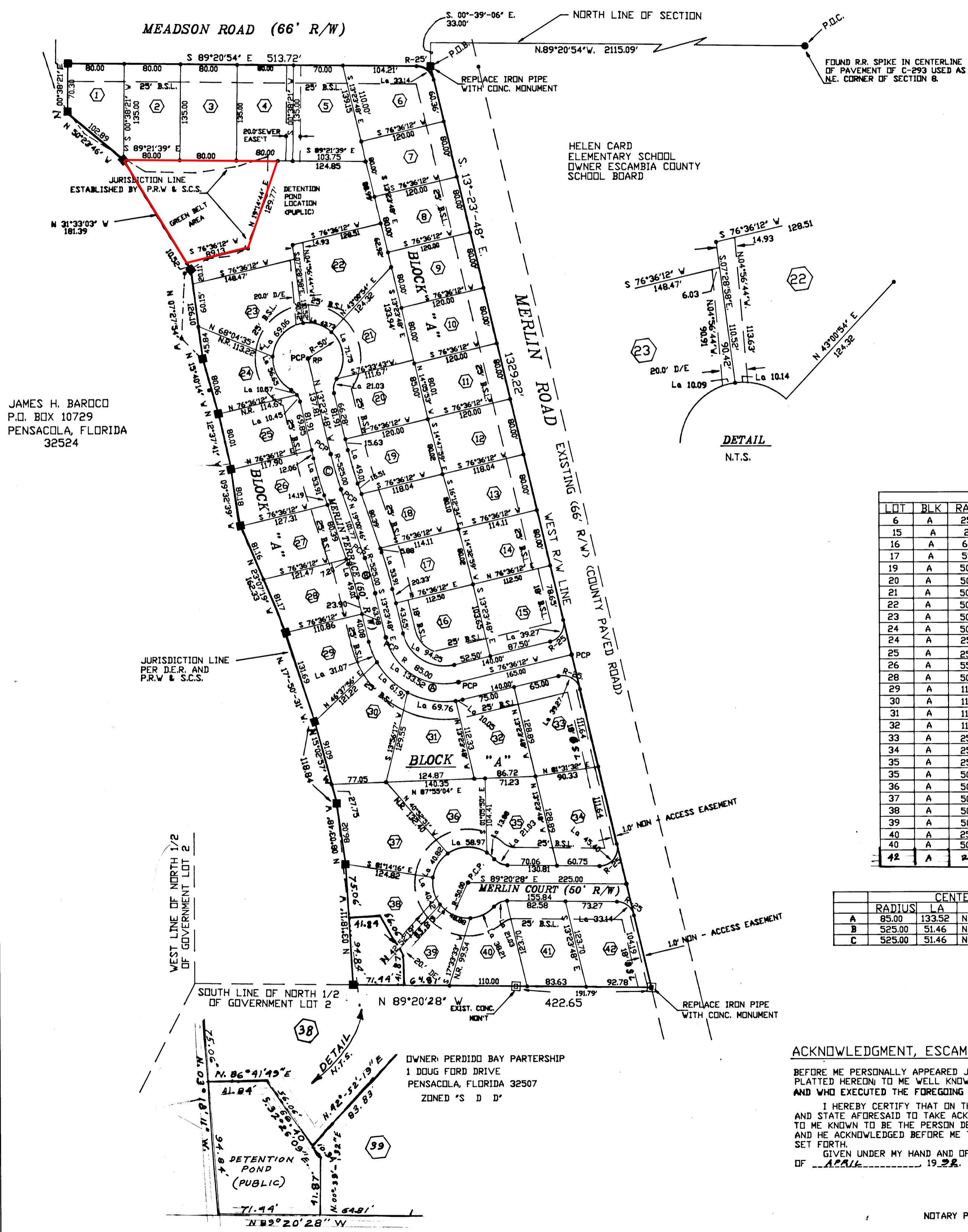
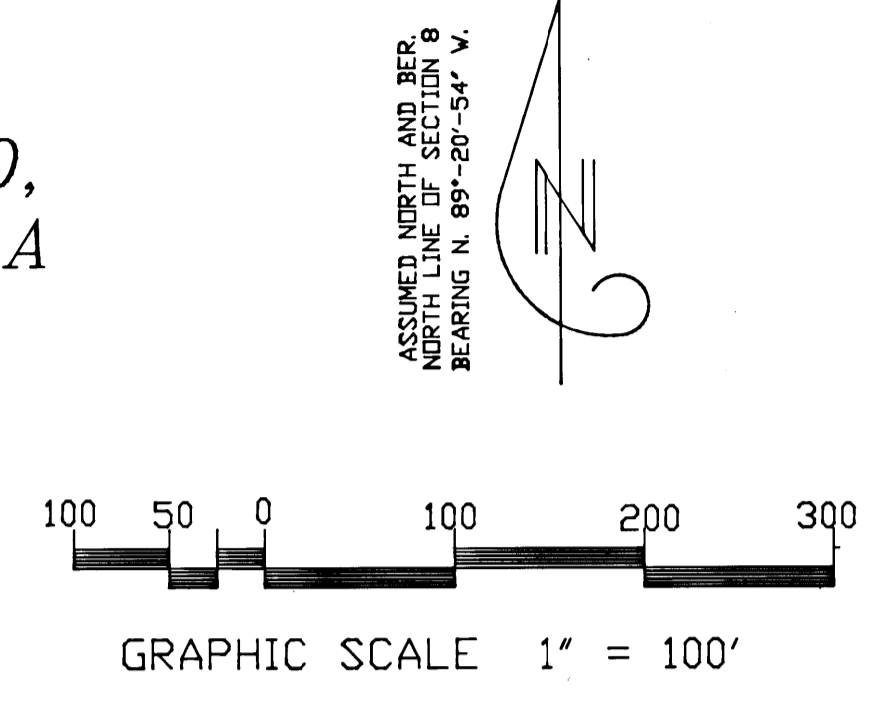
MERLIN'S MANOR

A SUBDIVISION OF A PORTION OF GOVERNMENT LOT TWO,
SECTION 8, T-3-S, R-32-W, ESCAMBIA COUNTY, FLORIDA

APRIL 1992

OWNED BY:
JAMES H. BAROCO
P.O. BOX 10729
PENSACOLA, FLORIDA
32524

PREPARED BY:
PROFESSIONAL ENGINEERING ASSOC. INC.
25 E. 9 MILE RD.
PENSACOLA, FLORIDA
32534-3119



JAMES H. BAROCO
P.O. BOX 10729
PENSACOLA, FLORIDA
32524

HELEN CARD
ELEMENTARY SCHOOL
OWNER ESCAMBIA COUNTY
SCHOOL BOARD

DETAIL
N.T.S.

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 8, T-3-S, R-32-W, ESCAMBIA COUNTY, FLORIDA, THENCE N. 89°-20'-54" W. ALONG THE NORTH LINE OF SAID SECTION 8 FOR 2115.09'; THENCE S. 00°-39'-06" E. FOR 330.00' TO AN IRON PIPE AT THE INTERSECTION OF THE SOUTH R/W LINE OF MEADSON ROAD (66' R/W) AND THE WEST R/W LINE OF MERLIN ROAD (66' R/W) AND POINT OF BEGINNING THENCE S. 13°-23'-48" E. ALONG THE WEST R/W LINE OF MERLIN ROAD FOR 1329.22' TO AN IRON PIPE ON THE SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 2; THENCE N. 89°-20'-28" W. ALONG SAID SOUTH LINE FOR 422.65'; THENCE N. 03°-18'-11" W. FOR 169.90'; THENCE N. 08°-03'-48" W. FOR 86.02'; THENCE N. 15°-02'-57" W. FOR 118.84'; THENCE N. 17°-50'-31" W. FOR 131.69'; THENCE N. 23°-07'-19" W. FOR 162.33'; THENCE N. 09°-32'-39" W. FOR 80.18'; THENCE N. 12°-37'-41" W. FOR 80.01'; THENCE N. 15°-40'-14" W. FOR 80.06'; THENCE N. 07°-27'-54" W. FOR 166.10'; THENCE N. 31°-33'-03" W. FOR 181.39'; THENCE N. 50°-23'-46" W. FOR 102.89'; THENCE N. 00°-38'-21" E. FOR 70.30' TO THE SOUTH R/W LINE OF MEADSON ROAD (66' R/W); THENCE S. 89°-20'-54" E. ALONG SAID SOUTH R/W LINE FOR 513.72' TO THE P.O.B.

CONTAINING 12.47 ACRES MORE OR LESS.

GENERAL NOTES:

- ALL STREETS SHALL HAVE A 50' R/W UNLESS NOTED OTHERWISE.
- ALL LOTS SHALL HAVE A MINIMUM WIDTH OF 65.0' AT THE FRONT BUILDING LINE AND A MINIMUM WIDTH OF 50.0' AT THE STREET RIGHT-OF-WAY. CUL-DE-SAC LOTS SHALL HAVE A MINIMUM LOT WIDTH OF 20.0' AT THE STREET RIGHT-OF-WAY.
- ALL STREETS RIGHT-OF-WAY INTERSECTIONS SHALL HAVE A 25' RADIUS ON CORNERS.
- ALL SIDE LOT LINES SHALL BE PERPENDICULAR TO R/W LINES OR RADIAL TO CURVED R/W LINES UNLESS SHOWN OTHERWISE; (N.R. = NON-RADIAL)
- THIS SUBDIVISION IS IN ZONE "C" AS SHOWN ON FIRM MAP # 1200045-B, DATED AUGUST 19, 1987.
- ALL DIMENSIONS SHOWN ON CURVES ARE ARC DISTANCES, SHOWN AS Lc (00.00).
- THERE SHALL BE NO ENCROACHMENTS OF ANY NATURE, INCLUDING FENCES, PERMITTED IN COUNTY RIGHT OF WAY.
- ALL MEASUREMENTS ARE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS; 39.37 INCHES = 328083 METRIC FEET.
- ALL DISTANCES ARE IN FEET, TENTHS, AND HUNDRETHS OF A FOOT, AND REFER TO THE HORIZONTAL PLANE.
- BEARING BASIS ASSUMED NORTH, BASED ON THE NORTH LINE OF SECTION AS SHOWN BEARING N. 89°-20'-54" W.
- THE SIGN (°) MEANS DEGREES, THE SIGN (') MEANS FEET OR MINUTES, THE SIGN (") MEANS SECONDS.
- PERMANENT REFERENCE MONUMENTS (P.R.M.) NUMBERED 3578 INDICATED AS ■
- PERMANENT REFERENCE MONUMENTS FOUND INDICATED AS ■
- PERMANENT CONTROL POINTS (P.C.P.) INDICATED AS ●
- DRAINAGE EASEMENTS ARE INDICATED AS D/E
- NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED IN THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL UTILITY EASEMENTS SHOWN SHALL ALSO INCLUDE AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, GENERATION AND MAINTENANCE OF CABLE TELEVISION SERVICE.
- THIS PROJECT WILL BE SERVED BY E.C.U.A. WITH BOTH WATER AND CENTRAL SANITARY SEWER SYSTEMS TO BE INSTALLED BY DEVELOPER AS PER COUNTY STANDARDS AND MAINTAINED BY E.C.U.A. UPON COMPLETION.
- DRAINAGE EASEMENTS (INDICATED AS D/E), DETENTION AREA PARCELS AND GREENBELT AREA PARCELS TO BE DEDICATED TO THE GENERAL PUBLIC AND MAINTAINED BY ESCAMBIA COUNTY UPON COMPLETION.
- DRAINAGE EASEMENTS SHALL NOT BE FENCED, NOR SHALL ANY STRUCTURES OR DEPOSITS BE PERMITTED IN SAID EASEMENTS THAT WOULD IN ANY WAY IMPEDE THE FLOW OF STORM WATER OR ACCESSIBILITY.

CERTIFICATION OF DEVELOPER'S ATTORNEY

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREIN AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS.

SIGNED THIS 28th DAY OF April 1992

Victor G. Schumer
VICTOR G. SCHUMER JR.

CERTIFICATION OF APPROVAL

EXAMINED AND APPROVED BY:

Cynthia
COUNTY ENGINEER DATE: 9/22/92

Bobby Pace 9/22/92
DIRECTOR OF PLANNING AND ZONING DEPT.

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND HEREIN DESCRIBED; THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED; THAT PERMANENT REFERENCE MONUMENTS (INDICATED P.R.M.) HAVE BEEN PLACED AS INDICATED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177, FLORIDA STATUTES AND THE MINIMUM TECHNICAL STANDARDS ACCORDING TO F.S. 211H-6 OF THE STATE OF FLORIDA.

4-23-92 DATE

William
REGISTERED LAND SURVEYOR
NO. 3578 STATE OF FLORIDA
25 E. NINE MILE ROAD
PENSACOLA, FLORIDA 32534-3119

APPROVAL - BOARD OF COUNTY COMMISSIONERS

I, JOE A. FLOWERS, COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 28th DAY OF April 1992 AND WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS COMPTROLLER OF SAID BOARD WAS INSTRUMENTARY THEREIN.

Joe A. Flowers
COUNTY COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

CERTIFICATION OF APPROVAL, COUNTY COMPTROLLER

I, JOE A. FLOWERS, COUNTY COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT (CHAPTER 177-339 OF THE FLORIDA LEGISLATURE) AND THE SAME HAS BEEN FILED FOR RECORD IN PLAT BOOK 14 PAGE 92 OF SAID COUNTY ON THIS 28th DAY OF April 1992.

Joe A. Flowers
JOE A. FLOWERS
COUNTY COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

ACKNOWLEDGMENT, ESCAMBIA COUNTY, FLORIDA

BEFORE ME PERSONALLY APPEARED JAMES H. BAROCO OWNER OF THE LAND HEREIN DESCRIBED AND PLATED HEREON TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE USES AND PURPOSES THEREIN SET FORTH.

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME AN OFFICER DULY AUTHORIZED IN THE COUNTY AND STATE AFORESAID TO TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED JAMES H. BAROCO TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID THE 23rd DAY OF April 1992.

Victor G. Schumer
NOTARY PUBLIC, STATE OF FLORIDA (VICTOR G. SCHUMER)

James H. Baroco
JAMES H. BAROCO
P.O. BOX 10729
PENSACOLA, FLORIDA 32524

William
WILLIAM
WITNESS

MY COMMISSION EXPIRES MARCH 23 1996
CC 107911

Merlin's Manor / Meadson Road Drainage Project



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 09/05/13 DISTRICT 1



Blanton Property / Parcel Number: 08-3S-32-1100-000-002 / Account # 103000086



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6189

County Administrator's Report 13. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Conveyance of a Parcel of Property in Churchill Subdivision to Emerald Coast Utilities Authority

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Parcel of Property in Churchill Subdivision, Unit 2, to Emerald Coast Utilities Authority - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a portion of County-owned property (1,600 square feet or approximately 0.03 acres), located in Churchill Subdivision, Unit 2, to Emerald Coast Utilities Authority (ECUA), for a sanitary sewer lift station site:

A. Approve the conveyance of a portion of County-owned property (1,600 square feet or approximately 0.03 acres), located in Churchill Subdivision, Unit 2, to ECUA, for a sanitary sewer lift station site;

B. Adopt a Resolution authorizing the conveyance of real property, to ECUA, for a sanitary sewer lift station site; and

C. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the conveyance without further action of the Board.

[Funding: All costs associated with the accepting and recording of documents will be borne by ECUA]

BACKGROUND:

Churchill Subdivision, Unit 2, is located at the northeast corner of the intersection of Kingsfield Road and Filly Road. ECUA has a project to upgrade the sanitary sewer system in this area, which includes the construction of a new sanitary sewer lift station. The County owns a large parcel of property (approximately 9 acres) located in the southwest corner of Churchill Subdivision, Unit 2, as recorded in Plat Book 15, Page 76 of the public records of Escambia County, Florida. ECUA project design indicates that the preferred location for the new lift station would be in the southwest corner of the County parcel.

ECUA is requesting the conveyance of a portion (1,600 square feet or approximately 0.03 acres)

of the County-owned parcel located in Churchill Subdivision, Unit 2. Public Works staff have reviewed this request and have determined that the conveyance of the property for the lift station site to ECUA will not adversely affect the County's use of this property.

Board approval is required for the conveyance of this property to ECUA.

BUDGETARY IMPACT:

All costs associated with accepting and recording of documents will be borne by ECUA.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Deed and Resolution were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval and upon execution of the documents by the Chairman, staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida. County staff will continue to work with ECUA in meeting any requirements.

Attachments

Deed

Resolution

Parcel info

Plat

Aerial map

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this ____ day of _____, 2014, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida, together with any improvements:

See attached Exhibit A (Property).

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2014 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By SG West
Title Asst. County Attorney
Date May 14, 2014

Exhibit "A"



FILLEY ROAD (66' R.O.W.) PER CHURCHILL SUBDIVISION AS RECORDED IN PB 15 P 76

15' SANITARY SEWER EASEMENT PER CHURCHILL SUBDIVISION AS RECORDED IN PB 15 P 76

EAST LINE OF 15' SANITARY SEWER EASEMENT PER CHURCHILL SUBDIVISION; PB 15 P 76

ESCAMBIA COUNTY PARCEL # 114299682

N89° 41' 58"E 5.00'

S0° 43' 53"W

N0° 43' 53"E

NORTH R.O.W. OF KINGSFIELD ROAD PER CHURCHILL SUBDIVISION; PB 15 P 76

KINGSFIELD ROAD 100' R.O.W. PER CHURCHILL SUBDIVISION AS RECORDED IN PB 15 P 76

48.46' N0° 43' 53"E

POINT OF COMMENCEMENT
SOUTHWEST CORNER
OF THE EAST 1/2 OF THE
NW 1/4 ALSO THE
SOUTHWEST CORNER OF
GOVERNMENT LOT 6

SURVEYOR'S NOTES

1. NORTH AND BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY OF KINGSFIELD ROAD PER CHURCHILL SUBDIVISION PLAT, PLAT BOOK 15 PAGE 76, BEING NORTH 89°41'58" EAST.
2. NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO HATCH MOTT MACDONALD FLORIDA LLC FOR THE PURPOSES OF THE SKETCH & DESCRIPTION SHOWN HEREON.
3. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SKETCH & DESCRIPTION DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES.
4. THIS IS NOT A SURVEY, IT IS A SKETCH & DESCRIPTION ONLY.

NEW DESCRIPTION;

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALSO BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 6; THENCE NORTH 0° 43' 53" EAST FOR A DISTANCE OF 48.46 FEET TO THE NORTH RIGHT OF WAY LINE OF KINGSFIELD ROAD PER CHURCHILL SUBDIVISION AS RECORDED IN, PLAT BOOK 15 PAGE 76; THENCE NORTH 89° 41' 58" EAST, ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE TO NORTH 89° 41' 58" EAST FOR A DISTANCE OF 40.00 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE NORTH 0° 43' 53" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 89° 41' 58" WEST FOR A DISTANCE OF 40.00 FEET TO THE EAST LINE OF A 15 FEET SANITARY SEWER EASEMENT PER CHURCHILL SUBDIVISION AS RECORDED IN, PLAT BOOK 15 PAGE 76; THENCE ALONG SAID EAST LINE SOUTH 0° 43' 53" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

LEGEND

BK. BOOK	
P. PAGE	D DESCRIBED
FND. FOUND	C CALCULATED
ID. IDENTIFICATION	F FIELD
R.O.W. RIGHT OF WAY	R RADIUS
LS LIFT STATION	D DELTA
PB. PLAT BOOK	L LENGTH

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

~THIS IS NOT A SURVEY~SKETCH & DESCRIPTION ONLY~ SHEET 1 OF 1



Hatch Mott MacDonald

Hatch Mott MacDonald Florida, LLC
Architects • Engineers • Surveyors
Certificate of Authorization: LB - 0006783
5111 North 12th Avenue (32504) / P. O. Box 2518 (32513-2518)
Pensacola, Florida
Telephone: (850) 484-6011 • Fax: (850) 484-8199

ENCROACHMENTS AND/OR IMPROVEMENTS ARE AS SHOWN OR NOTED. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM. DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

DESCRIPTION:

NEW ECUA LIFT STATION SITE AT KINGSFIELD & FILLEY

ESCAMBIA COUNTY, FLORIDA.

RECORDED IN N/A BOOK N/A PAGE N/A
SEC. 27 TWP. 1 NORTH RNG. 31 WEST
DRAWN 08-30-13 DATE OF FIELD SURVEY N/A
REVISED _____ F.B. _____ PG. _____ SCALE 1"=10'
PROJ.# 325795

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Byron A. Faircloth 11-21-13
BYRON A. FAIRCLOTH
FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 6764

FILE NO. NA

RESOLUTION R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO THE EMERALD COAST UTILITIES AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property (Property) located in Escambia County, Florida, more particularly described in the attached Exhibit A; and

WHEREAS, the Emerald Coast Utilities Authority (ECUA) has requested that the County convey the Property to it for use as the site of a lift station; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to ECUA under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to ECUA is authorized pursuant to Section 125.38, Florida Statutes; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to ECUA for the recited consideration of One Dollar (\$1.00), with all costs associated with accepting the deed and recording it in the public records being borne by ECUA.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: *[Signature]*
Title: Asst. County Attorney
Date: May 14, 2014

Source: Escambia County Property Appraiser

[←](#) Navigate Mode
 Account
 Reference
 [→](#)

[Restore Full Page Version](#)

General Information	
Reference:	271N310350001003
Account:	114299682
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	WINNERS CIR 32533
Use Code:	WASTE LAND
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

2013 Certified Roll Assessment	
Improvements:	\$0
Land:	\$95
Total:	\$95
Save Our Homes:	\$0
Disclaimer	
Amendment 1/Portability Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/1998	4529	1985	\$100	WD	View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2013 Certified Roll Exemptions	
COUNTY OWNED	
Legal Description	
WETLANDS & GREENBELT AREA & PUBLIC RETENTION POND PARCELS A & B CHURCHILL UNIT 2 PB 15 P 76 76A...	
Extra Features	
None	

Parcel Information

[Launch Interactive Map](#)

Section Map Id:
[27-1N-31](#)

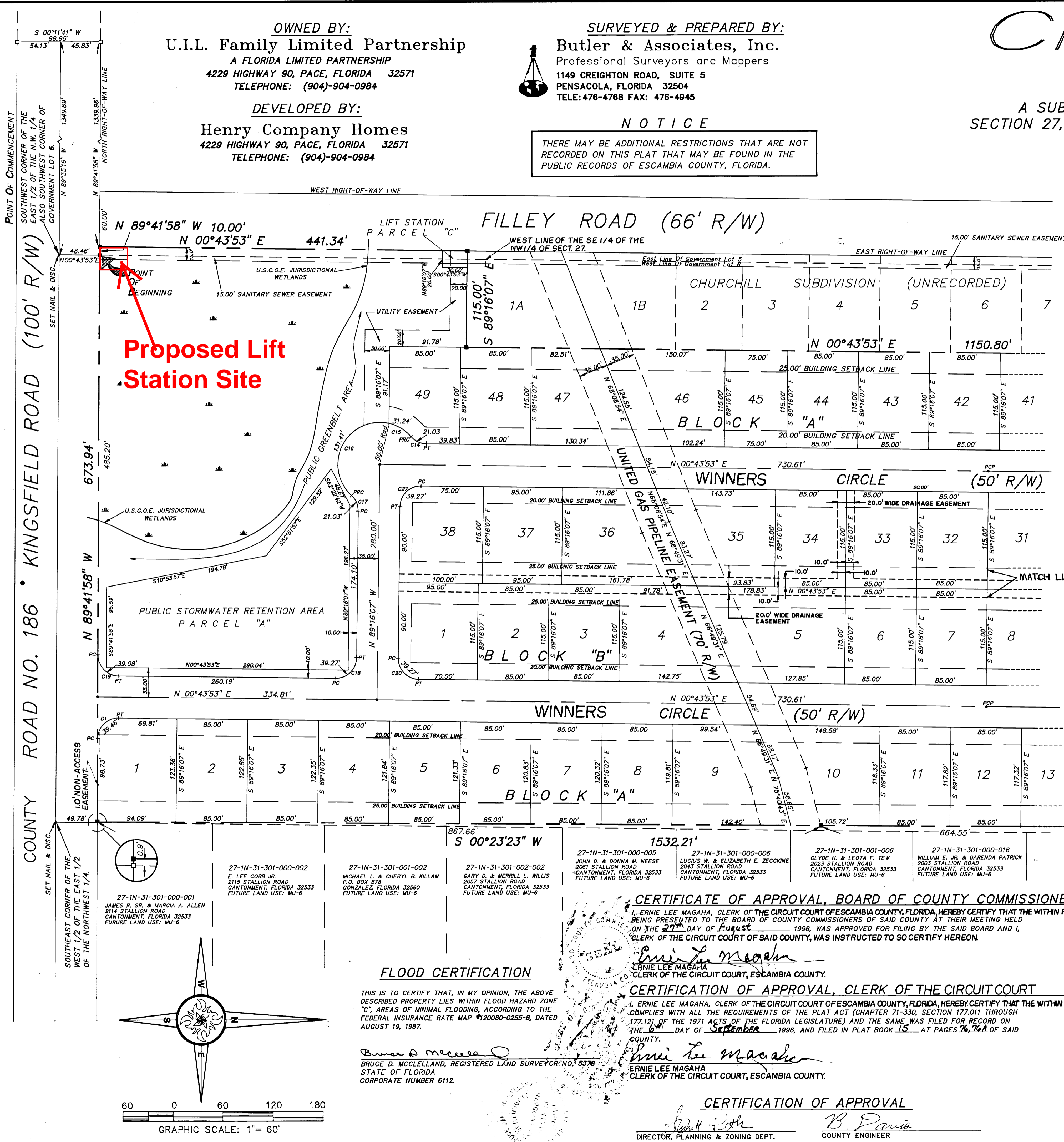
Approx. Acreage:
9.1600

Zoned:
V-3

Evacuation & Flood Information
[Open Report](#)



PB 15 PG 76



OWNED BY:
 U.I.L. Family Limited Partnership
 A FLORIDA LIMITED PARTNERSHIP
 4229 HIGHWAY 90, PACE, FLORIDA 32571
 TELEPHONE: (904)-904-0984

DEVELOPED BY:
 Henry Company Homes
 4229 HIGHWAY 90, PACE, FLORIDA 32571
 TELEPHONE: (904)-904-0984

SURVEYED & PREPARED BY:
 Butler & Associates, Inc.
 Professional Surveyors and Mappers
 1149 CREIGHTON ROAD, SUITE 5
 PENSACOLA, FLORIDA 32504
 TELE: 476-4768 FAX: 476-4945

NOTICE
 THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Churchill Subdivision Unit 2

A SUBDIVISION OF A PORTION OF GOVERNMENT LOTS 3, 5, AND 6,
 SECTION 27, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.
 JULY 1996

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT FIVE (5) AND A PORTION OF THE WEST 1/2 OF GOVERNMENT LOTS THREE (3) AND SIX (6) LOCATED IN SECTION 27, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT SIX (6) IN SECTION 27, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00°43'53" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT SIX (6) A DISTANCE OF 48.46 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 186/KINGSFIELD ROAD (100' R/W) FOR THE POINT OF BEGINNING; THENCE NORTH 89°41'58" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FILLEY ROAD (66' R/W); THENCE NORTH 00°43'53" EAST ALONG SAID RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT SIX (6) A DISTANCE OF 441.34 FEET; THENCE SOUTH 89°16'07" EAST A DISTANCE OF 115.00 FEET; THENCE NORTH 00°43'53" EAST AND PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT SIX (6) AND GOVERNMENT LOT THREE (3) A DISTANCE OF 1150.80 FEET; THENCE NORTH 89°16'07" WEST A DISTANCE OF 105.00 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT THREE (3); THENCE NORTH 00°43'53" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT THREE (3) A DISTANCE OF 899.14 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT THREE (3), SAID POINT ALSO BEING ON THE NORTH LINE OF AFORESAID SECTION 27, TOWNSHIP 1 NORTH, RANGE 31 WEST; THENCE SOUTH 89°41'38" EAST ALONG SAID NORTH LINE OF SAID SECTION 27, A DISTANCE OF 664.71 FEET; THENCE SOUTH 00°43'53" WEST AND PARALLEL TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT THREE (3) A DISTANCE OF 1058.89 FEET; THENCE SOUTH 00°23'23" WEST A DISTANCE OF 1532.21 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 186/KINGSFIELD ROAD (100' R/W); THENCE NORTH 89°41'58" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 673.94 FEET TO THE POINT OF BEGINNING. CONTAINING 37.032 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 THROUGH 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, AND THE MINIMUM TECHNICAL STANDARDS OF THE STATE OF FLORIDA, CHAPTER 61G17-6, THAT PERMANENT CONTROL POINTS (P.C.P.) WILL BE SET AND PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN SET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Bruce D. McClelland
 BRUCE D. MCCLELLAND, REGISTERED LAND SURVEYOR NO. 5378
 STATE OF FLORIDA
 CORPORATE NUMBER 6112.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT U.I.L. FAMILY LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP, IS THE OWNER OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON AS CHURCHILL SUBDIVISION UNIT NO. 2, AND BY ADOPTING AND RECORDING THIS PLAT HEREBY DEDICATES TO THE PUBLIC ALL STREETS, ROADS, UTILITY AND DRAINAGE EASEMENTS, AND GREENBELT/WETLAND AREAS DESIGNATED AS SUCH HEREON.

WITNESS *Jefferson B. Miller*
 JEFFERSON B. MILLER
 WITNESS *Walter P. Medley*
 WALTER P. MEDLEY

Edwin Henry
 EDWIN HENRY, GENERAL PARTNER

ACKNOWLEDGEMENT, ESCAMBIA COUNTY, FLORIDA

THE FOREGOING INSTRUMENT WAS SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 10 DAY OF June 1996 BY EDWIN HENRY AS GENERAL PARTNER OF U.I.L. LIMITED PARTNERSHIP, ON BEHALF OF THAT PARTNERSHIP, WHO HAS PRODUCED _____ IDENTIFICATION OR (WHO IS PERSONALLY KNOWN TO ME) AND DID NOT TAKE AN OATH.

Amela S. Bailey
 AMELA S. BAILEY
 NOTARY PUBLIC, STATE OF FLORIDA
 COMMISSION NUMBER 0551883
 MY COMMISSION EXPIRES May 12, 2000

OFFICIAL NOTARY SEAL
 AMELA S. BAILEY
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. 0551883
 MY COMMISSION EXP. MAY 12, 2000

JOINER AND CONSENT

REGIONS BANK OF FLORIDA, AS HOLDER OF A MORTGAGE, LIEN, OR OTHER ENCUMBRANCE UPON THE PROPERTY SUBDIVIDED HEREON, DOES HEREBY JOIN IN AND CONSENT TO THE ABOVE DEDICATION AND TO THE PLATTING OF SAID PROPERTY FOR THE USES AND PURPOSES SHOWN HEREON.
 SIGNED: REGIONS BANK OF AMERICA.

WITNESS *Donna A. Courtney*
 DONNA A. COURTNEY
 WITNESS *Vickie C. Crow*
 VICKIE C. CROW

BY: *Stanley D. Bruce*
 STANLEY D. BRUCE
 AS: EXECUTIVE VICE PRESIDENT

THE FOREGOING INSTRUMENT WAS SWORN TO AND ACKNOWLEDGED BEFORE ME THIS 21st DAY OF May 1996 BY STANLEY D. BRUCE AS EXECUTIVE VICE PRESIDENT OF REGIONS BANK OF AMERICA, WHO HAS PRODUCED _____ IDENTIFICATION OR (WHO IS PERSONALLY KNOWN TO ME) AND DID NOT TAKE AN OATH.

Donna A. Courtney
 DONNA A. COURTNEY
 NOTARY PUBLIC, STATE OF FLORIDA
 COMMISSION NUMBER 0542827
 MY COMMISSION EXPIRES Aug. 19, 1997

OFFICIAL NOTARY SEAL
 DONNA A. COURTNEY
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. 0542827
 MY COMMISSION EXP. AUG. 19, 1997

CERTIFICATION OF DEVELOPERS ATTORNEY

I, ROBERT L. STONE, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY SUBDIVISION REGULATIONS.

SIGNED THIS 9th DAY OF May, 1996
Robert L. Stone
 ROBERT L. STONE

ENGINEER'S CERTIFICATE

I, DONALD P. JEHLE, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR CHURCHILL SUBDIVISION UNIT 2.

Donald P. Jehle
 DONALD P. JEHLE, PE 33833 SEAL

SHEET 1 OF 2
 RESTRICTIVE COVENANTS
 RECORDED IN OR BOOK 304 PAGE 875
 PLAT BOOK 15 PAGE 76

CERTIFICATE OF APPROVAL, BOARD OF COUNTY COMMISSIONERS

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 27th DAY OF August, 1996, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT OF SAID COUNTY, WAS INSTRUCTED TO SO CERTIFY HEREON.

Ernie Lee Magaha
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT, ESCAMBIA COUNTY.

CERTIFICATION OF APPROVAL, CLERK OF THE CIRCUIT COURT

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 71-330, SECTION 177.011 THROUGH 177.121 OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE 6th DAY OF September, 1996, AND FILED IN PLAT BOOK 15 AT PAGES 76 & 74 OF SAID COUNTY.

Ernie Lee Magaha
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT, ESCAMBIA COUNTY.

CERTIFICATION OF APPROVAL

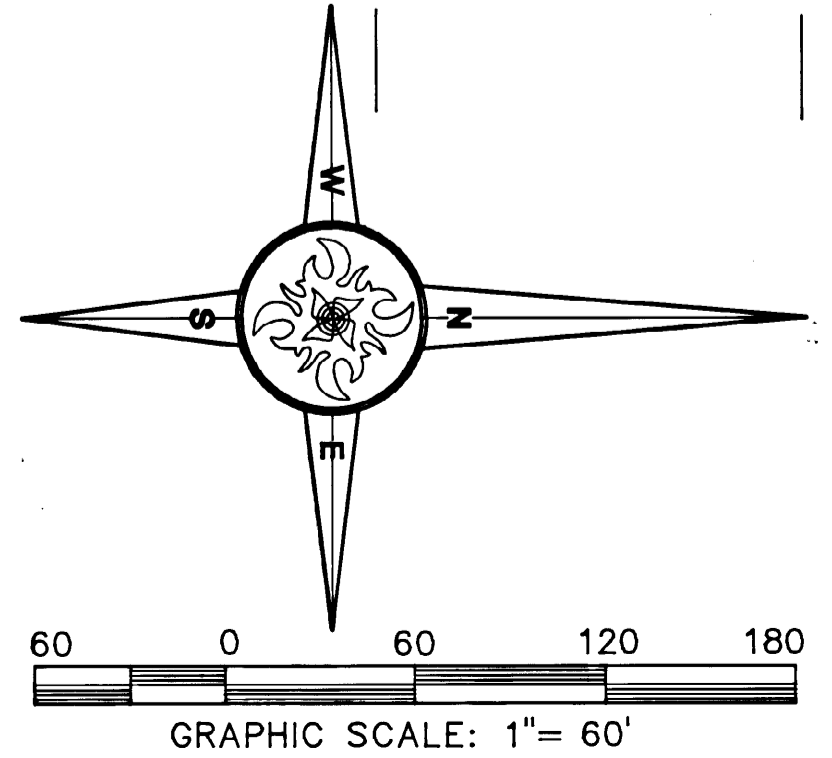
Stanley D. Bruce
 STANLEY D. BRUCE
 DIRECTOR, PLANNING & ZONING DEPT.

B. Davis
 COUNTY ENGINEER

FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT, IN MY OPINION, THE ABOVE DESCRIBED PROPERTY LIES WITHIN FLOOD HAZARD ZONE "C". AREAS OF MINIMAL FLOODING, ACCORDING TO THE FEDERAL INSURANCE RATE MAP #120080-0255-B, DATED AUGUST 19, 1987.

Bruce D. McClelland
 BRUCE D. MCCLELLAND, REGISTERED LAND SURVEYOR NO. 5378
 STATE OF FLORIDA
 CORPORATE NUMBER 6112.



ECUA REQUEST FOR A PORTION OF COUNTY-OWNED PROPERTY / CHURCHILL S/D, UNIT 2



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 05/13/14 DISTRICT 5



**PORTION OF COUNTY-OWNED PARCEL (Approximately 0.04 acres)
REQUESTED BY ECUA**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6212

County Administrator's Report 13. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Emergency Local Government Emergency Relief Reimbursement Agreement

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement:

- A. Adopt the Resolution supporting the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement;
- B. Approve the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement; and
- C. Authorize the Chairman to sign any other documents associated with this Agreement.

[Funding Source: The Florida Department of Transportation (FDOT) agrees to reimburse Escambia County an amount not to exceed \$399,193, for actual direct costs. Escambia County will submit invoices to FDOT on a monthly basis. Fund 112, "Disaster Recovery," Cost Center 330491, "Category B April 2014 Floods"]

BACKGROUND:

The Federal Highway Administration (FHWA) has established an Emergency Relief Program as a result of the Executive Order 14-144 dated April 30, 2014, for the Spring Storm April 2014 emergency event. Funding will be provided to the Florida Department of Transportation (FDOT) for relief from the damage inflicted by this event. This Emergency Relief Program Agreement provides for reimbursement to Escambia County for emergency relief.

Escambia County has incurred costs and expenses as a direct result of this event (see attached Detailed Damage Inspection Report (DDIR)). It has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA.

Adoption of the Resolution and approval of the Agreement will allow Escambia County to be

reimbursed from FDOT's Emergency Relief Program in an amount not to exceed \$399,193 for emergency repairs due to the Spring Storm April 2014 emergency event.

BUDGETARY IMPACT:

The FDOT agrees to reimburse Escambia County an amount not to exceed \$399,193 for actual direct costs. Escambia County will submit invoices to FDOT on a monthly basis.

Fund 112 "Disaster Recovery", Cost Center 330491 "Category B April 2014 Floods"

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolution and the Agreement with the inclusion of a notation that there is a provision in the Agreement stating that the venue for any and all actions arising out of or in any way related to the interpretation, validity, performance, or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, the Chairman will need to sign the Resolution and five original copies of the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement. The Clerk's Office will then need to certify five copies of the Resolution for FDOT, and retain the original for the official records. Transportation and Traffic Operations staff will forward the five signed original copies of the Agreement and five certified copies of the Resolution to FDOT for final signatures and for their files.

Attachments

Resolution

Agreement

Env Doc

RESOLUTION NUMBER R2014-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF REIMBURSEMENT AGREEMENT FOR THE REIMBURSEMENT TO ESCAMBIA COUNTY FOR EMERGENCY RELIEF; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program; and

WHEREAS, the FHWA authorized funding to be provided to the Florida Department of Transportation (FDOT) for relief from the damage inflicted by the Spring Storm April 2014; and

WHEREAS, this Emergency Relief Program Agreement provides reimbursement to Escambia County for emergency relief; and

WHEREAS, Escambia County has incurred certain costs and expenses as a direct result of the event; and

WHEREAS, it has been determined that the emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100% dependent on the amount of allocation made by FHWA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby authorizes the Chairman to sign the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement.

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency

By/Title: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF
REIMBURSEMENT AGREEMENT**

350-000-15
COMPTROLLER
OGC – 04/13
Page 1 of 26

Contract No: _____
DUNS No: 80-939-7102

CFDA No: 20.205

This Emergency Local Government Emergency Relief Reimbursement Agreement (this "Reimbursement Agreement"), made and entered into this _____ date of _____, 2014 by and between the State of Florida Department of Transportation (FDOT), an agency of the State of Florida, herein after called the "Department" and Escambia County B.O.C.C. located at 221 Palafox Place, Pensacola, FL 32502 herein after called the "Local Government".

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125; and

WHEREAS, the FHWA has, as a result of the Executive Order(s) 14-144, dated April 30, 2014 for Emergency Event(s) Spring Storm April 2014 authorized funding to be provided to the Department for relief from the damage inflicted by said event(s); and

WHEREAS, this Emergency Relief Program Agreement provides for reimbursement to the Local Government for emergency relief; and

WHEREAS, the Local Government has incurred certain costs and expenses as a direct result of the event(s) as contained on the attached Detailed Damage Inspection Reports (DDIR(s)); and

WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA; and

WHEREAS, pursuant to Section 334.044(7), Florida Statutes, the Department may enter into an interlocal agreement with the Local Government for the work contemplated herein; and

WHEREAS, the Local Government by Resolution No. _____ adopted on _____, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW THEREFORE in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

The parties agree as follows:

1. The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Reimbursement Agreement.
2. The Department enters into this agreement as the administrator of the FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
3. The scope of work and services authorized by FHWA are described in the DDIR(s), attached and incorporated herein as Exhibit A.
4. Subject to the terms and conditions of the Emergency Relief Program Manual at <http://www.fhwa.dot.gov/reports/erm/erm.pdf>, the Department agrees to reimburse the Local Government for eligible costs from the funds allocated to the Department for said purposes.
5. The Local Government shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors. The Local Government shall timely submit invoices and documents necessary for the close out of the project.

The Local Government agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Local Government if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Local Government, including missing or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals including the required DDIR, or any other reason declared by FHWA.

The Local Government agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the Local Government is not received by the Department after 90 days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

The Local Government understands that if it fails to timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The Local Government agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the Local Government will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

6. Invoices for fees and other compensation will be certified by the Local Government as being due and eligible for reimbursement and shall be submitted in sufficient detail along with appropriate supporting documentation to allow a proper pre and post audit thereof.

7. The Department agrees to reimburse the Local Government an amount not to exceed a maximum limiting amount of \$ (399,193) three hundred ninety nine thousand one hundred ninety three dollars (amount spelled out) for actual direct costs. This is a maximum limiting amount. Amount paid will not exceed FDOT's approved and FHWA's authorized amount for the work scope described in the DDIR(s). Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(Check all that apply).

- This amount may be adjusted by agreement of both parties documented in an amendment to this agreement.
- Will be paid upon processing of an approved invoice pursuant the invoice requirements of this agreement.
 - Invoices will be submitted monthly
 - Invoices will be submitted quarterly
 - Invoices will be submitted _____
 - One invoice will be submitted upon completion

8. Choose one of the following:

- Travel costs will not be reimbursed.
- Travel costs will be reimbursed if submitted pursuant to and in compliance with Section 112.061, Florida Statutes.

9. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Local Government requests payment. Invoices that have to be returned to a Local Government because of Local Government preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

10. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

11. The Local Government agrees to complete the project on or before August 29 2014. If the Local Government does not complete the project within this time period, this Reimbursement Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Local Government and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the agreement will not be reimbursed by the Department.

12. Recipients of federal funds awarded by the Department to the Local Government are subject to audits as defined in OMB Circular A-133, as revised. See attached Audit Requirements, attached and incorporated herein as Exhibit B.

13. In the event this Agreement is in excess of \$25,000.00 or has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such

contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

14. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
15. Agreements that are entered into by the Local Government with third parties to perform Emergency Relief Program work for which the Local Government intends to seek reimbursement involving FHWA Emergency Relief Program funds shall:
 - a. Be negotiated, solicited, or openly bid by the Local Government. Note: Pre-event agreements must be openly bid.
 - b. Include provisions mandating compliance with Davis-Bacon wage rates and include the wage rate tables in the agreement, said tables being available at: <http://www.dot.state.fl.us/construction/wage.shtm>; however, Davis-Bacon labor standards do not apply to debris removal work unless done in conjunction with a construction project.
 - c. Include the "Required Contract Provisions for Federal-Aid Construction Contracts" (FHWA- 1273) a copy of which is attached and incorporated herein as Exhibit E; however, Form 1273 is not required for scope of work specific to debris removal monitoring.
 - d. Mandate compliance with Federal "Buy America Requirements", a copy of which is attached and incorporated herein as Exhibit D.
 - e. Mandate coordination by the Local Government and the third party contractor with the Department to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.
 - f. Mandate compliance with 49 CFR Part 26, Disadvantaged Business Enterprise Program, including the requirement for the Contractor and/or the Local Government to report monthly on the Equal Opportunity Reporting System on the Department's website found at <http://www.dot.state.fl.us/equalopportunityoffice/>.
 - g. Mandate compliance with all requirements as imposed by the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto.
 - h. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.
 - i. Contracts for debris monitoring services must be procured in accordance with Section 287.055, Florida Statutes, or Section 287.057, Florida Statutes, as a contractual service and the procurement method must be consistent with 49 CFR Part 18. Debris monitoring contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, Debris Monitoring Scope of Services.
 - j. Professional consultant contracts must be procured in accordance with Section 287.055, Florida Statutes, and 23 CFR Part 172. Contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, CEI Scope of Services.
16. Exhibit C, attached and incorporated herein, indicates Federal resources and state financial assistance awarded through the Department by this agreement.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after the Department has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Local Government's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. All invoices are to be mailed to:

Florida Department of Transportation
Attn: Dustin Castells
1074 Highway 90 East
Chipley, Florida 32428

19. Contact Names and Addresses:

Local Government: Escambia County B.O.C.C.
Address: Public Works Department
3363 West Park Place
Pensacola, Florida 32505
Contact Name: Colby Brown
Contact Telephone: 850-595-3433 or 850-554-3034

Florida Department of Transportation
Address:
1074 Highway 90 East
Chipley, Florida 32428
Contact Name: Dustin Castells
Contact Telephone: 850-330-1227

20. This Reimbursement Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Reimbursement Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The terms and conditions herein, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions.

21. It is understood and agreed by the parties hereto that if any part, term, or provision of this Reimbursement Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Reimbursement Agreement did not contain the particular part, term, or provision held to be invalid.

22. Any questions or matters arising under this Reimbursement Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.

23. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

24. In any legal action related to this Reimbursement Agreement, instituted by either party, the Local Government hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Local Government, the Local Government hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

25. The parties hereby agree to bear their own attorney's fees and costs with respect to this Reimbursement Agreement.

26. The parties hereby agree and covenant that this Reimbursement Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

27. A modification or waiver of any of the provisions of this Reimbursement Agreement shall be effective only if made in writing and executed with the same formality as this Reimbursement Agreement.

28. Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, parties have executed this Agreement on the date first above written.

LOCAL GOVERNMENT

Escambia County

Board of County Commissioners

By: _____

Name: Lumon J. May

Title: Chairman

Pam Childers

Attest: Clerk of the Circuit Court

(SEAL) Deputy Clerk

Approved as to Form, Legality
And Execution:

Kristin D. Hual
Local Government Attorney
Kristin D. Hual, Assistant County Attorney

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jason D. Peters, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Department Legal Review:

Authorization Received From the Department's
Comptroller as to Availability of Funds:

Date

<p style="text-align: center;">DETAILED DAMAGE INSPECTION REPORT (Title 23, Federal-aid Highways)</p> <p>U.S. Department of Transportation Federal Highway Administration</p>	Report Number SF-48 Sheet 1 of 1
Location (Name of Road and Milepost) Signal Cabinets and Controllers on various corridors designated as Federal Aid Roadways (See Attached - Signal Cabinet Damage Estimates 051414)	FHWA Disaster Number FL-14-01 Inspection Date 5/1-8/2014
Description of Damage Flooded Cabinets/Controllers and Lightening Strike Damage as a result of the April 29/30 Rain Event (See attached: Signal Cabinet Flood Damage Photos 2014, Signal Cabinet Invoices - Ingram, FHWAtimeSheet)	Federal-aid Route Number State County FL ESCAMBIA

Cost Estimate

E M E R G E N C Y R E P A I R	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost		
					Completed	Remaining	
	Project Engineer	hr	\$38.29	2		\$76.58	
	Administration	hr	\$16.58	4		\$66.32	
	Senior Technician	hr	\$23.13	12		\$277.56	
	Flooded Cabinets/Controllers ATC1000	ea	\$23,786.00	6		\$142,716.00	
	Flooded Cabinets/Controllers 3000E	ea	\$22,591.00	6		\$135,546.00	
	Flooded Cabinets/Controllers (Master)	ea	\$29,801.00	2		\$59,602.00	
	Lightening Strike Controller Replacement ATC1000	ea	\$6,970.00	3		\$20,910.00	
	Lightening Strike Controller Replacement 3000E	ea	\$5,775.00	1		\$5,775.00	
	Lightening Strike Controller Replacement (Master)	ea	\$12,985.00	1		\$12,985.00	
	Ingram Work Orders (Initial Interim Repairs)	total	\$11,638.00	1		\$11,638.00	
	Pedestal	ea	\$1,200.00	8		\$9,600.00	
	Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				Subtotal	\$0.00	\$399,192.46
					PE/CE		
					Emergency Repair Total		\$399,192.46

P E R M A N E N T						

R E S T O R A T I O N	Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				Subtotal	\$0.00
					PE/CE	
					Right-of-Way	
					Perm. Repair Totals	

Environmental Assessment Recommendation <input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EA/EIS		Estimated Total	\$399,192.46
Recommendation <input type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	FHWA Engineer	Date	
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	State Engineer	Date	
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Representative	Date	

Digitally signed by Coby Brown
DN: cn=Coby Brown, o=Public Works,
ou=Traffic,
email=cabrown@myescambia.com,
c=US
Date: 2014.05.12 16:32:38 -0500

EXHIBIT B Audit Requirements

FEDERALLY FUNDED CONTRACTS

The administration of resources awarded by the Department to Escambia County B.O.C.C. may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to Escambia County B.O.C.C. regarding such audit. Escambia County B.O.C.C further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT C to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT C to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from

the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for

a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT C

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
FHWA	20.205 Highway Planning and Construction	\$399,142

Compliance Requirements

1. The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Domestic Assistance (Number & Title)</u>	<u>Amount</u>
---------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

EXHIBIT D
Federal Highway Administration Provision – Buy America

Source of Supply - Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

EXHIBIT E
Required Contract Provisions Federal-Aid Construction Contracts

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630

are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors

at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any

costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not

mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

- 5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- 6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- 7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- 8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

- 9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 1. That the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 2. That such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in Paragraph 1b relative materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be

construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by

Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

3. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below:

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- h. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Last modified on March 11, 2005

STATUS OF ENVIRONMENTAL CERTIFICATION

Financial Project ID: _____
Proposal/Contract ID: _____
Federal Aid No.: _____
Project Description: Repair Flooded Signal Cabinets/Controllers and Lightning Strike Damage from April 29/30 Rain Event, various locations, Escambia County, FL

This project is a Categorical Exclusion under 23 C.F.R. 771.117:

- This project is a Type I Categorical Exclusion under {23 CFR 771.117(c)} effective November 27, 1987 as determined on _____
May 16, 2014, and the determination remains valid.
- This project is a Programmatic Categorical Exclusion per FHWA, FTA, and FDOT Agency Operating Agreement executed on January 15, 2003 as determined on _____, and the determination remains valid.

The environmental document for this project was a:

- A Type 2 Categorical Exclusion under 23 C.F.R. 771.117(d) approved on _____.
- A Finding of No Significant Impact under 23 C.F.R. 771.121 approved on _____, or
- A Final Environmental Impact Statement under 23 C.F.R. 771.125 approved on _____.

A reevaluation in accordance with 23 C.F.R. 771.129 was:

- Approved on _____.
- Not required.



J. Brandon Bruner, District Environmental Management Engineer

5/16/14

Date

TYPE 1 and PROGRAMMATIC CATEGORICAL EXCLUSION CHECKLIST

Financial Project ID: _____

FAP No: _____

Emergency Repair due to: Emergency Declaration EO 14-144; April 29 and 30 2014 Flooding
 Damage Inspection Date: May 1-8, 2014

Project Description: Flooded Signal Cabinets/Controllers and Lightning Strike Damage as a result of April 29/30 Rain Event for various corridors designated as FHWA roadways, Escambia County, FL (see DDIR for damage details and signal locations).

	<u>YES</u>	<u>NO</u>
Will the project cause adverse impacts to local traffic patterns, property access, or community cohesiveness, or planned community growth or land use patterns?		X
Will the project cause adverse impacts to air, noise, and water?		X
Will the project cause adverse impacts to wetlands requiring a federal finding?		X
Will the project cause adverse impacts to navigation requiring a federal finding?		X
Will the project cause impacts to floodplains in accordance with Part 2, Chapter 24?		X
Will the project affect endangered and threatened species or their critical habitats requiring a federal finding?		X
Will the project require acquisition of a significant amount of right-of-way?		X
Will the project require relocation of a residents or businesses?		X
Is there potential involvement with properties protected under Section 4(f) requiring a finding from FHWA in accordance with Part 2, Chapter 13?		X
Are there any properties protected under Section 106 that may be affected by the project? Coordination with SHPO (or THPO as appropriate) per Part 2, Chapter 12 should occur if potential adverse impacts to these properties are identified, requiring a federal finding.		X
Are there any known potential contamination sites which would impact right-of-way, design, or construction activities or other issues/resources? (see Part 2, Chapter 22 for specifics on contamination impacts)		X
Will the project require a public hearing or an opportunity for a public hearing?		X

IMPORTANT: If all answers are **No**, the project is a Type 1 or PCE and this checklist will be the NEPA document. If the answer to any of these questions is **Yes**, follow the Minor Categorical Exclusion (MiCE) Determination Key and coordinate with FHWA as appropriate.

Financial Project ID: _____

FAP No: _____

Emergency Repair due to: EO 14-144; April 29 and 30 2014 Flooding

Inspection Date: May 1-8, 2014

Project Description: Flooded Signal Cabinets/Controllers and Lightening Strike Damage as a result of April 29/30 Rain Event for various corridors designated as FHWA roadways, Escambia County, FL (see DDIR for damage details and signal locations).

FINDING: This project has been evaluated and has been determined to meet the conditions as set forth in the PD&E Manual, Part 1, Chapter 2; therefore:

X* This project is a Type 1 CE under (23 CFR 771.117(c)) effective November 27, 1987.

#9. The following actions for transportation facilities damaged by an incident resulting in an emergency declared by the Governor of the State and concurred in by the Secretary, or a disaster or emergency declared by the President pursuant to the Robert T. Stafford Act (42 U.S.C. 5121):

- a. Emergency repairs under 23 U.S.C. 125; and
- b. The repair, reconstruction, restoration, retrofitting, or replacement of any road, highway, bridge, tunnel, or transit facility (such as a ferry dock or bus transfer station), including ancillary transportation facilities (such as pedestrian/bicycle paths and bike lanes), that is in operation or under construction when damaged and the action:
 1. Occurs within the existing right of way and in a manner that substantially conforms to the preexisting design, function, and location as the original (which may include upgrades to meet existing codes and standards as well as upgrades warranted to address conditions that have changed since the original construction); and
 2. Is commenced within a 2-year period beginning on the date of the declaration.

___ This project is a Programmatic CE per FHWA, FTS, and FDOT Agency Operating Agreement executed on January 15, 2003.


Supporting Documentation: See attached DDIR, project photos (to be provided by the County), Hot Spots Aerial Project Location Map, etc.

Permits: Due to the emergency declaration, permits will be pre-authorized. Any permitting documentation required will be prepared 'after-the-fact' and added to the project file.

Special Contract Conditions:

To comply with the Florida Department of Environmental Protection's (FDEP) authorizations, emergency repair and recovery activities must adhere to the following guidance for staging/storage areas.

FDEP Guidance for Establishment, Operation and Closure of Staging Areas for Hurricane-generated Debris NOVEMBER 19, 2004 (UPDATED 09-22-05) [www link: http://www.dep.state.fl.us/mainpage/em/files/0922_debris_guidance.pdf]

Reviewer: Natalie Nelson 
(FDOT Environmental Specialist)

Date: May 16, 2014

*(Note: The Type 1 Categorical Exclusion applies to the immediate work necessary to repair and restore facilities during the first 180 days after the emergency declaration. A separate COA should be made for any project betterments, permanent repairs and for any repairs that do not occur within the first 180 days following the emergency declaration. The initial COA is indicated on the Detailed Damage Inspection Report prepared for the repair work. Coordination with FHWA is recommended to determine the COA for any subsequent work that includes betterments to the existing facility.)

ATTACHMENT
Environmental Guidelines
For

Post Major Storm Event Road Repair and Reconstruction

Emergency Repair due to Emergency Declaration EO 14-144 for April 29 and April 30, 2014 Storm

Damage Site: Escambia County Signal Cabinets and Controllers at various corridors designated as FHWA roadways; see locations sheet on DDIR; Escambia County, FL

Damage Description: Flooded Signal Cabinets/Controllers and Lightning Strike Damage as a result of April 29/30 Rain Event. **Work effort:** Repair signals

DDIR Date: May 1 - 8, 2014

These environmental guidelines are intended to facilitate post-hurricane/major storm/disaster event emergency road repair and recovery following an Executive Order by the Governor declaring a state of emergency. They do not apply to the construction of new roads or the expansion of existing roads. Adherence to these guidelines provides compliance to state and federal laws for emergency repair and recovery activities.

To comply with the Florida Department of Environmental Protection's (FDEP) authorizations, emergency repair and recovery activities must adhere to the following guidance for staging/storage areas.

FDEP Guidance for Establishment, Operation and Closure of Staging Areas for Hurricane-generated Debris *NOVEMBER 19, 2004 (UPDATED 09-22-05)* [www link: http://www.dep.state.fl.us/mainpage/em/files/0922_debris_guidance.pdf]

Contact Information:

FDOT District 3 Environmental Management Office:

J. Brandon Bruner, District Environmental Management Engineer	(850) 330-1509
Joy Swanson, District Environmental Administrator	(850) 330-1505
Colby Cleveland, Assistant District Environmental Permits Coordinator	(850) 330-1538
Alan Hagans, District Contamination Coordinator	(850) 330-1511

Florida Department of Environmental Protection (FDEP):

Northwest District Office:	(850) 595-8300
Counties: Escambia, Santa Rosa, Okaloosa, Walton, Holmes	

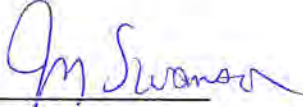
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PERMIT TRANSMITTAL MEMORANDUM

650-040-01
ENVIRONMENTAL MANAGEMENT
02/12

DATE: 5-16-14

TO: DISTRICT CONSTRUCTION ENGINEER

FROM: Joy Swanson
District Permit Coordinator



PERMITS ATTACHED FOR: _____ THE FOLLOWING PERMITS ARE REQUIRED FOR THIS PROJECT:
Financial Project No.: _____ FDEP ; USACE ; USCG ; WMD ;
Federal Aid No.: _____ LOCAL ; _____ ;
County: Escambia _____ ; _____ .
Description: Signal Cabinets and Controllers on various corridors designated as Federal Aid Roadways - Escambia County

The valid permits are attached. Please note the "particular and specific conditions" and the expiration dates. Construction Engineer: Please comply with all permit conditions. Please provide me with copies of all permitted work started and permitted work completed notices you send to regulatory agencies. Please notify me six (6) months before the permit expiration date if it will occur prior to completion of the permitted work.

TOTAL STATUS OF PERMITS: CLEAR PENDING MODIFIED EXTENDED

Remarks: No permits required

For each permit, indicate below AGENCY and permit TYPE (NW, GP, IND, etc.):

_____ Permit No. _____ ; Type: _____ ; Expiration Date: _____

Permit Pending Permit in hand

Remarks: _____

_____ Permit No. _____ ; Type: _____ ; Expiration Date: _____

Permit Pending Permit in hand

Remarks: _____

_____ Permit No. _____ ; Type: _____ ; Expiration Date: _____

Permit Pending Permit in hand

Remarks: _____

_____ Permit No. _____ ; Type: _____ ; Expiration Date: _____

Permit Pending Permit in hand

Remarks: _____

_____ Permit No. _____ ; Type: _____ ; Expiration Date: _____

Permit Pending Permit in hand

Remarks: _____

CC: DISTRICT OFFICE NO. 3

- District Drainage Engineer
- District Central File
- District Design Engineer
- District Project Manager
(Legible permit in contract file)
- District Maintenance Engineer
- District Production Mgmt (copy this memo only)
- District ROW - State Lands Acq.
- District Specifications Engineer
- Other _____
- Other _____

CENTRAL OFFICE

- FHWA (by separate letter)
- Other _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6089

County Administrator's Report 13. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Contract Award for PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Former Escambia County Mosquito Control Facility Remediation Monitoring - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Cameron-Cole, LLC, per the terms and conditions of PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring, Year Two System O&M, Fate and Transport Evaluation of Identified Off Site Impacts, and Year Three System O&M, for a base lump sum amount of \$188,408, and optional services of \$22,500.

[Funding: Fund 129, CDBG Entitlement Fund, Cost Center 220453, Object Code 53101 - \$105,454; Cost Center 220418, Object Code 53101 - \$105,454]

BACKGROUND:

Request for Letters of Interest, PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring, were publicly noticed on Monday, February 10, 2014 to 63 known firms. Responses were received from 3 firms on Tuesday, February 25, 2014. Cameron-Cole LLC was the number one ranked firm. A fee proposal was negotiated for the Former Escambia County Mosquito Control Facility Remediation Monitoring, Year Two System O&M, \$85,797.50, Fate and Transport Evaluation of Identified Off Site Impacts, \$16,813, Year Three System O&M, \$85,797.50 and Year Four System O&M, \$85,797.50 for a base lump sum amount of \$274,205.50 and optional services of \$22,500. The remediation of the former Mosquito Control Facility site on Romana Street will require ongoing site monitoring and the fee proposal contains negotiated fees for future activities not yet funded and will only be done when funds are appropriated.

BUDGETARY IMPACT:

[Funding: Fund 129, CDBG Entitlement Fund, Cost Center 220453, Object Code 53101 \$105,454 and Cost Center 220418, Object Code 53101 \$105,454.]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Contract Exhibits

Agreement

Scope of Work



April 8, 2014

Mr. Glenn Griffith
Brownfields Coordinator
Escambia County Community & Environmental Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

**RE: Site Remediation and Closure
Former Escambia County Mosquito Control
603 West Romana Street
Pensacola, Florida
Brownfield Site ID No. I70502001**

Dear Mr. Griffith:

Cameron-Cole, LLC (Cameron-Cole) is pleased to provide the following proposed scope of services and budgetary cost estimate to conduct continued operation, monitoring, & maintenance (OM&M) and associated regulatory reporting for the soil and groundwater remediation system installed at the above referenced facility. Based on the approved Remedial Action Plan (RAP) and data collected during the first year of system operation, active remediation is anticipated to be required for a period of four years, followed by one year of post active remediation monitoring (PRM). Upon conclusion of the one year monitoring period, the on-site and off-site remediation and groundwater monitoring wells will be abandoned and the remediation system will be demobilized. The anticipated cleanup endpoint is a conditional closure that will limit future uses of the property to commercial activities and may also restrict use of groundwater beneath the site. These future activity and use limitations would be specified in an Institutional Control and may also include the placement of Engineering Controls to mitigate potential exposure to any residual contaminants that may remain on-site following active remediation.

This proposal includes budgetary costs to conduct four years of continued system OM&M activities, one year of PRM, and the required site restoration and closure activities specified above. These activities include performance of monthly system checks for the anticipated duration of the active remediation effort, quarterly groundwater sampling and reporting, as well as estimated utility charges (electricity and water). Optional services including installation and sampling of additional off-site monitoring wells and development of Remedial Action Plan Modifications (RAPMODs) as may be directed by the Florida

creating sustainable success

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168

www.cameron-cole.com

S:\Completed Proposals\Prop\2014\482-241\R3



Department of Environmental Protection (FDEP) have also been included. Additional details regarding the proposed scope of services and estimated costs are presented below.

Monthly System Operation, Maintenance & Monitoring

Cameron-Cole personnel will conduct, at a minimum, monthly site visits to collect the required system monitoring data. All gauges, meters, and probes will be checked and the necessary data recorded. The biosparging (BS) system air injection rates and pressures will be recorded and adjusted as necessary to optimize performance in accordance with design criteria. Additional activities will include recording system hour meter readings; vacuum and flow rates; and adjusting the system vacuums, pressures, and flow rates based upon changing site conditions. The nutrient tank will be replenished and nutrient injection rates will be confirmed and/or adjusted. Quarterly groundwater samples will be collected from designated monitoring wells specified by the FDEP to monitor system effectiveness and cleanup. Estimated utility costs (electricity and water) of \$700.00/month have also been included.

Quarterly Groundwater Sampling and Analysis

Twelve quarterly and four annual groundwater monitoring events will be conducted. Quarterly groundwater samples will be collected and analyzed as specified on the current Monitoring Schedule, approved by the FDEP. Annual collection of system performance samples for analysis of heterotrophic plate counts, including pesticide and petroleum degraders will also be performed. All field activities will be conducted in accordance with the FDEP's Standard Operating Procedures DEP-SOP-001/01. All groundwater samples will be analyzed at a state-certified laboratory.

Fate and Transport Evaluation for Identified Off-Site Impact & Off-Site Well Abandonment and Replacement

The City of Pensacola was recently awarded a grant to construct a stormwater treatment pond on portions of the Corrine Jones Park, located south of the former Mosquito Control site. The new stormwater pond will be located within the off-site portion of the groundwater plume associated with the former Mosquito Control site. Based upon meetings with the City and the FDEP, an evaluation of the potential effect of the pond on the fate and transport of the off-site plume is required. In addition, eight existing groundwater monitoring wells located within the park must be properly abandoned. Installation of three replacement wells to be located north of the new pond is also anticipated.

Project Management and Reporting

Cameron-Cole will prepare quarterly and annual status reports that will summarize the remediation system performance including tabulated field and analytical data. The reports will include figures depicting groundwater flow and quality based upon the data collected each quarter. A thorough evaluation of the system's performance relative to design criteria, including appropriate recommendations, will also be presented. The reports will be certified by a registered professional engineer and will be submitted to the FDEP for review and approval. Copies of the laboratory analytical reports, groundwater sampling logs, and associated chain-of-custody records will be appended.

One Year Post Active Remediation Monitoring

Upon conclusion of the active remediation phase of work, Cameron-Cole personnel will conduct four quarterly groundwater monitoring events. Groundwater samples will be collected from eight monitoring wells to be specified by the FDEP and will be analyzed at a state-certified laboratory for benzene, toluene, ethyl benzene, total xylenes and methyl tert-butyl ether (BTEX+MTBE) and organochlorine pesticides, and total recoverable petroleum hydrocarbons (TRPH). Water level elevation data will also be collected from select wells to establish the site-specific direction of groundwater flow. The results of the quarterly groundwater sampling events will be compiled into quarterly status reports and submitted to the FDEP for review. The reports will be certified by a registered professional geologist in the state of Florida and will include appropriate conclusions and recommendations.

Development of Institutional and /or Engineering Controls

The anticipated cleanup endpoint is a conditional closure that will limit future uses of the property to commercial activities and may also restrict use of groundwater beneath the site. Upon conclusion of the requisite one year of PRM, Cameron-Cole will assist Escambia County and their legal counsel in developing the required Institutional Controls in form and content acceptable to the FDEP. Budgeted costs for this task do not include any title work and easement searches, recording fees, etc. that are normally coordinated by legal counsel.

Well Abandonment and Site Restoration

Upon receipt of regulatory approval for Site Closure, Cameron-Cole will coordinate and oversee the proper abandonment of the existing shallow monitoring well network. For the purposes of this estimate, it is assumed the existing wells plus five additional wells that the FDEP will require to monitor the remedial progress will be abandoned. The wells will be abandoned in accordance with Northwest Florida Water Management District (NWFWMMD) requirements by a state of Florida licensed water well contractor, who will obtain the required permits. Upon completion of the well abandonment activities, Cameron-Cole will prepare a Well Abandonment Report suitable for submittal to the FDEP.


Optional Services

Based on site history, the FDEP has periodically requested installation of additional monitoring wells based on changing plume configuration. It is likely this will continue as the cleanup progresses. In addition, development of a RAPMOD to amend or adjust the approved RAP, add treatment points, etc. have also been required and are likely to be required over the next five years. Professional services and subcontractor costs associated with the installation and development of additional monitoring wells, and development of minor RAPMODs have been specified in this task.

The above scope of services and cost estimate is based upon Cameron-Cole's best understanding of the remaining work that will be required to complete site rehabilitation. Additional or alternate site activities may be indicated based upon the analytical data, changing site conditions, or regulatory mandate. Optional services beyond those outlined in this cost estimate and authorized by the client will be invoiced on a time and materials basis in accordance with the current Cameron-Cole hourly rate schedule.

Cameron-Cole appreciates the opportunity to provide this cost proposal for your consideration. Cameron-Cole will perform the work on a lump sum basis in accordance with the terms and conditions specified in Master Services Agreement (MSA) PD 06-07.038 between Escambia County, Florida and Cameron-Cole for Professional Consulting Services, executed April 9, 2008. The hourly professional fee rates were developed using loaded labor rates calculated using a 1.66 overhead multiplier and 12% profit margin. We are prepared to initiate the work immediately upon receipt of a Purchase Order, Task Order, and Notice to Proceed. Cameron-Cole appreciates the opportunity to provide our services. Should you have any questions, please feel free to contact our office at (850) 434-1011

Sincerely,


Laura Barnhart, P.G.
Geologist III


John H. Bondurant
Managing Partner

Attachment



Project Budget
Former Escambia County Mosquito Control
Site Remediation & Closure

Year Two System O&M

Professional Services (Field, Reporting, Project Management)	\$ 56,887.50
Laboratory & Subcontractors	\$ 28,910.00
<i>Subtotal</i>	\$ 85,797.50

Fate and Transport Evaluation of Identified Off Site Impacts

Professional Services	\$ 13,695.00
Drilling Subcontractor – Off Site Well Abandonment & Replacement.....	\$ 3,118.00
<i>Subtotal</i>	\$ 16,813.00

Year Three System O&M

Professional Services (Field, Reporting, Project Management)	\$ 56,887.50
Laboratory & Subcontractors	\$ 28,910.00
<i>Subtotal</i>	\$ 85,797.50

Year Four System O&M

Professional Services (Field, Reporting, Project Management)	\$ 56,887.50
Laboratory & Subcontractors	\$ 28,910.00
<i>Subtotal</i>	\$ 85,797.50

Year Five System O&M

Professional Services (Field, Reporting, Project Management)	\$ 56,887.50
Laboratory & Subcontractors	\$ 28,910.00
<i>Subtotal</i>	\$ 85,797.50

creating sustainable success

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168

www.cameron-cole.com

S:\Completed Proposals\Prop\2014\482-241 IR3



Exhibits "A", "B" & "C"

One Year Post Active Remediation Monitoring

Professional Services (Field, Reporting, Project Management)	\$ 22,850.00
Laboratory Subcontractors	\$ 9,800.00
<i>Subtotal</i>	\$ 32,650.00

Development of Institutional and Engineering Controls

Professional Services.....	\$ 12,320.00
<i>Subtotal</i>	\$ 12,320.00

Well Abandonment and Site Restoration

Professional Services (Field, Reporting, Project Management)	\$ 12,150.00
Drilling and Construction Subcontractors	\$ 18,470.00
<i>Subtotal</i>	\$ 30,620.00

Optional Services

Installation and Development of Additional Wells - Estimate Five at \$1,500/each.....	\$ 7,500.00
Development of RAPMs – Estimate Two @ \$7,500/each	\$ 15,000.00
<i>Subtotal</i>	\$ 22,500.00

Total Estimated Costs to Complete Site Rehabilitation **\$458,093.00**

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Cameron-Cole, LLC

**PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation
Monitoring**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(Revised July 11, 2013)

TABLE OF CONTENTS

Agreement Declarations		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of May, 2014, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Cameron-Cole, LLC, a for-profit Limited Liability Company authorized to transact business in the State of Florida, whose address is 200 East Government Street, Suite 100, Pensacola, Florida 32501, and whose Federal tax identification number is 84-1577838 (hereinafter referred to as the "Consultant").

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** Cameron-Cole, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Glenn Griffith, Environmental Program Manager, Community & Environment. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 13-14 in the amount of Two Hundred Ten Thousand Nine Hundred Eight Dollars (\$210,908.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring, and as represented in the Consultant's Letter of Interest response to PD 13-14.020, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$N/A.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Four Hundred Fifty Eight Thousand Ninety Three Dollars (\$458,093.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- (c) Payments and Notices to the Consultant shall be made to:

Cameron-Cole, LLC
200 East Government Street, Suite 100
Pensacola, Florida 32501

- (d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Glenn Griffith
Environmental Program Manager
Community & Environment
221 Palafox Place
Pensacola, FL 32502

Larry M. Newsom
Interim County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 **CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 **OWNERSHIP OF DOCUMENTS:**

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Cameron-Cole, LLC, signing by and through its John Bondurant, Managing Partner, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Larry M. Newsom, Interim County Administrator

Date: _____

BCC Approved: June 3, 2014

CONSULTANT:
Cameron-Cole, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida.

By: _____
John Bondurant, Managing Partner

Date: _____

Witness

Witness

ATTEST: Corporate Secretary

By: _____
Secretary

Groundwater Contamination Remediation System Operations, Maintenance and Monitoring

Scope of Work

Monthly System Operation, Maintenance and Monitoring

The Selected contractor will conduct at a minimum, monthly site visits to collect the required system monitoring data. All gauges, meters, and probes will be checked and the necessary data recorded. The biosparging (BS) system air injection rates and pressures will be recorded and adjusted as necessary to optimize performance in accordance with system design criteria. Additional activities will include recording system hour meter readings; vacuum and flow rates; and adjusting the system vacuum, pressures, and flow rates based upon changing site conditions. The nutrient tank will be replenished and nutrient injection rates will be confirmed and/or adjusted. Quarterly groundwater samples will be collected from designated monitoring wells specified by the Florida Department of Environmental Protection (FDEP) to monitor the effectiveness and cleanup progress. System utility usage maintenance will be included in the duties/cost quote.

Quarterly Groundwater Sampling and Analysis

Three quarterly and one annual groundwater monitoring event will be conducted. Quarterly groundwater samples will be collected and analyzed as specified on the Monitoring Schedule. All field activities will be conducted in accordance with FDEP's Standard Operating Procedures-SOP-001/01. All groundwater samples will be analyzed at a state certified laboratory.

Project Management and reporting

Three Quarterly Reports will be prepared and one annual status report that will summarize the remediation system performance including tabulated field and analytical. The reports will include figures depicting groundwater flow and quality based upon data collected each quarter. A thorough evaluation of the system's performance relative to design criteria, including appropriate recommendations must also be included. The report must be certified by a registered professional engineer and must be submitted to the FDEP for review and approval. Copies of the laboratory analytical reports, groundwater sampling logs, and associated chain of custody records must be appended.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6195

County Administrator's Report 13. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: VE13-14.015 Solid Waste Department Vehicle Purchase #5 –Caterpillar CT660S Roll Off Truck

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Solid Waste Department Vehicle Purchase #5 – Caterpillar CT660S Roll Off Truck - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the purchase of one Caterpillar CT660S Roll Off Truck, from Thompson Tractor Company, for the amount of \$169,325.36, per the terms and conditions of Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson/National IPA Contract - RFP#120377. In compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days. No proposals were received.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 56401]

BACKGROUND:

VE13-14.015 Solid Waste Equipment Purchase #5-Caterpillar CT660S Roll Off Truck was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases" from April 7, 2014 through May 7, 2014 in compliance with the Local Preference initiative. No proposals were received. The purchase of this Roll Off Truck will allow for the replacement of existing mainline unit #54712 which has reached the expected useful life. The Roll Off Truck will be operated and utilized for transporting solid waste from existing County owned sites to Perdido Landfill.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste, Cost Center 230306, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

After Board approval, a Purchase Order will be issued from the Office of Management and Budget.

Attachments

Vehicle Description_Bid Info



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, CPPO, Manager
Office of Purchasing

The Solid Waste Division of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2015 - 0 mileage

Model: Caterpillar CT660S Roll Off Truck

Color: White

Equipment: To be equipped per specifications.

Warranty: 12 month complete truck/ unlimited mileage. 24 month engine and transmission/ unlimited mileage.

Vehicle Specifications and Manufacturer's Options

Galbreath 60,000 lb. Roll Off Hoist with Pioneer Tarper

Delivery required (from order date):

120 days

Maximum Budgeted Purchase Amount:

\$169,325.36

**Specification Number VE13-14.015 015– Solid Waste Department Vehicle Purchase # 5
Caterpillar CT660S Roll Off Truck**

Posting Date	Monday, April 07, 2014
Due Date for Offers	Monday, May 07, 2014
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE13-14. Solid Waste Department Vehicle Purchase - # 5—Caterpillar CT660S Roll Off Truck

Offers for the sale of vehicles meeting the specifications for VE13-14. 015 Solid Waste Department Vehicle Purchase #5 as listed will be accepted until 5:00 pm on May 7, 2014 . Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
 Matt Langley Bell, III Bldg.,
 213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number VE13-14.015 Solid Waste Department Vehicle Purchase # 5 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

VE13-14.015 Solid Waste Vehicle Purchase #5 – Caterpillar CT6605 Roll Off Truck

Model Profile

2015 CT6605 SBA 6x4 (CF7AA)

APPLICATION: Roll-On/Roll-off
MISSION: Requested GVWR 66000 Calc GVWR 66000
Calc. Start / Grade Ability 30.50% / 2.20% @ 55 MPH
Calc. Geared Speed 85.1 MPH
DIMENSION: Wheelbase 250.00 CA 185.00 Axle to Frame 75.00
ENGINE, DIESEL: (CT 13) EPA 10, SCR 430 HP @ 1700 RPM 1550 lb-ft Torque @ 1000 RPM 2100 RPM
Governed Speed 430 Peak HP (Max)
TRANSMISSION, AUTOMATIC: (Caterpillar CX31) 1st Generation Controls 6 Speed Includes Oil Level Sensor, with PTO
Provision for ON/OFF Highway
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: (Meritor MFS-20-133A) Wide Track I-Beam Type 20,000-lb Capacity
AXLE, REAR, TANDEM: (Meritor RT-45-160P) Single Reduction 46,000-lb Capacity, With Lube Pump With Driver
Controlled Locking Differential in Forward Rear and Rear Rear Axle and 200 Wheel Ends Gear
Ratio 4.89
CAB: Conventional
TIRE, FRONT: (2) 425/65R22.5 G295 MSA (GOODYEAR) 468 rev/mile, load range L, 20 ply
TIRE, REAR: (8) 11R22.5 G287 MSA (GOODYEAR) 498 rev/mile, load range H, 16 ply
SUSPENSION, REAR, TANDEM: (Hendrickson HMX-460-54) Walking Beam Type 54" Axle Spacing, 46,000-lb Capacity With
Rubber End Bushings Transverse Torque Rods Less Shock Absorbers
FRAME REINFORCEMENT: Outer "C" Channel Heat Treated Alloy Steel (120,000 PSI Yield) 12.65" x 3.50" x 0.25" (321.0mm
x 89.9mm x 6.35mm), 445.4" (11313mm) Maximum OAL
PAINT: Cab schematic 100KT
Location 1 9219 Winter White (Std)
Chassis schematic N/A

Vehicle Specifications

2015 CT660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
CF7AA00	Base Chassis, Model CT660S SBA 6x4 with 250.00 Wheelbase, 188.00 CA, and 75.00 Axle to Frame.	9385/6587	15972
1570	TOW HOOK, FRONT (2) Frame Mounted	47/-7	40
1652	CROSSMEMBER, REAR Relocated to End of Frame	-15/96	81
1DAV	FRAME RAILS High Strength Heat Treated Alloy Steel (120,000 PSI Yield); 12.00" x 3.25" x 0.25" (304.8mm x 82.6mm x 6.35mm); 478.1" (12143mm) Maximum OAL	-1/92	91
1GDL	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 12.65" x 3.50" x 0.25"(321.0mm x 88.9mm x 6.35mm); 445.4" (11313mm) Maximum OAL	249/554	803
1LBC	BUMPER, FRONT Multi-piece Stainless Steel	0/0	0
	<u>Includes</u> : FOG LIGHT OPENING (2) and with Rectangular Hole for Step		
1SAP	CROSSMEMBER, REAR, AF (1) 5 Piece	-13/76	63
1WWT	WHEELBASE RANGE 230" (585cm) Through and Including 285" (725cm)	0/0	0
2ARY	AXLE, FRONT NON-DRIVING (Meritor MFS-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity	125/0	125
3772	SHOCK ABSORBERS, FRONT for 20,000-lb Capacity Suspensions	47/0	47
3ACS	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, Single Stage Spring; 20,000-lb Capacity; Less Shock Absorbers	11/0	11
	<u>Includes</u> : SPRING PINS Threaded		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : INVERSION VALVE Bendix SR-1 and Double Check Valve : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted		
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	115/0	115
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)	0/0	0

Vehicle Specifications

2015 CT660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4EBS	AIR DRYER (Bendix AD-9) With Heater <u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab	0/0	0
4ETE	BRAKE CHAMBERS, FRONT AXLE (Haldex) 24 SqIn	0/0	0
4EVL	BRAKE CHAMBERS, REAR AXLE (Haldex GC3030LHDHO) 30/30 Spring Brake	0/0	0
4LAA	SLACK ADJUSTERS, FRONT (Haldex) Automatic	6/0	6
4LGA	SLACK ADJUSTERS, REAR (Haldex) Automatic	0/12	12
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0
4SPM	AIR COMPRESSOR (Bendix BA-921 Head Unload) 15.9 CFM Capacity, Single Cylinder	0/0	0
4WRJ	AIR COMPRESSOR DISCHARGE LINE 1/2" ID to 5/8" ID Teflon Hose, With Stainless Steel Braid; to Air Dryer	0/0	0
4WWZ	DRAIN VALVE (3) Manual; With Pull Chains for Air Tanks <u>Includes</u> : DRAIN VALVE Mounted in Wet Tank	3/0	3
5710	STEERING COLUMN Tilling and Telescoping	0/0	0
5PTB	STEERING GEAR (2) (Sheppard M-100/M-80) Dual Power	123/-10	113
5WBH	STEERING WHEEL (Caterpillar) 2-Spoke, 18" Diam., Dark Neutral, Leather Wrapped	0/0	0
6DDC	DRIVESHAFT SYSTEM SPL250XL Driveshaft and SPL170XL Inneraxle Shaft in lieu of 1810 Driveshaft and 1710 Inneraxle Shaft	-1/-3	-4
7BJU	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe & Guard, Right Side, Cab Mounted	0/0	0
7SDD	ENGINE COMPRESSION BRAKE (Jacobs) for CT 11 & CT 13 Engines, With Selector Switch and On/OFF Switch	48/1	49
7WBA	TAIL PIPE (1) Tumbback Type, Bright, for Single Exhaust	0/0	0
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	6/1	7
7WBU	EXHAUST HEIGHT 11' 6"	0/0	0
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment <u>Includes</u> : BATTERY BOX Aluminum : CIGAR LIGHTER Includes Ash Cup, Center Console Mounted : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Composite with Halogen Projector Beam : HORN, AIR Single, Chrome : HORN, ELECTRIC Single	0/0	0

Vehicle Specifications

2015 CT660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: READING LIGHT, CAB (2) with Individual Switches; One Above Each Door		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL FLASHER		
	: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature		
	: TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8685	HORN, AIR (2) Single Bell, Long Chrome		
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns	7/0	7
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	2/0	2
8GGN	ALTERNATOR (Bosch LH160) Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	0/0	0
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/0	0
8MMK	BATTERY SYSTEM (Caterpillar) (3) 12 Volt 3000CCA Total		
8RBN	RADIO Omit Item; With Wiring and Antenna, Includes Multiple Speakers	-6/-5	-11
	<u>Includes</u>	0/0	0
	: SPEAKERS IN CAB (4) Coaxial		
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, Without Splitter, Separate Lead-Ins, With CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror	0/0	0
8TKB	STOP, TURN, TAIL & B/U LIGHTS (Truck Lite) Super 44, With LED Bulbs for Stop, Turn & Tail Lights and Truck Lite Super 40 for Backup lights, With Power Module, "International" Termination and Less Junction Box	0/5	5
8VUK	BATTERY BOX Aluminum With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab	0/0	0
8WBW	JUMP START STUD Remote Mounted		
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post	2/0	2
8WDG	BACK-UP ALARM (Preco 1059) Electronic; Solid State, Dual Function, 112 dBA	0/0	0
8WEZ	TURN SIGNAL SWITCH Self-Canceling	0/1	1
8WGU	BATTERY BOX COVER Anodized Aluminum	0/0	0
8WNH	RUNNING LIGHT (2) Daytime	0/0	0
8WNT	CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Mounted on Sunshade	0/0	0
8WXG	STARTING MOTOR (Mitsubishi Electric Automotive America 105P) 12-Volt, with Soft-Start	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
9ASE	FRONT END Tiling Composite	0/0	0

Vehicle Specifications

2016 CT660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	<u>Includes</u> : GRILLE SURROUND Brushed Stainless Steel		
9HAN	INSULATION, UNDER HOOD for Sound Abatement	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10WJN	GCWR RANGE , GCWR Greater than 66,000-lb and Equal to or Less than 90,000-lb, for Transmission Application Validation	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-141/0	-141
12KXR	ENGINE, DIESEL (CT 13) EPA 10, SCR, 430 HP @ 1700 RPM, 1550 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 430 Peak HP (Max)	0/0	0
12THT	FAN DRIVE (Horton Drivemaster) Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	0/0	0
12UBH	RADIATOR Aluminum; Welded, Front to Back Down Flow System, 1564 SqIn, 1572 SqIn Dual CAC, 1293 SqIn 3 Core LTR	0/0	0
12UNJ	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; CT13 Engines	0/0	0
12VBT	AIR CLEANER Single Element, Heavy Duty	0/0	0
12WBR	FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)	2/0	2
12WBX	ENGINE CONTROL, REMOTE MOUNTED for PTO with CT 11,13 & 15 Engines	0/0	0
12WCX	HOSE CLAMPS, RADIATOR HOSES (Gates) Shrink Band Type	0/0	0
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control	0/0	0
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0
12WUD	COOLANT FILTER for 2010 CT 11 and CT 13 Engines	5/0	5
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
13902	THRU-SHAFT PTO Provision, Rear; With Caterpillar CX31 Series Transmission	0/0	0
13CZZ	TRANSMISSION, AUTOMATIC (Caterpillar CX31) 1st Generation Controls; 6 Speed, Includes Oil Level Sensor, with PTO Provision, for ON/OFF Highway	394/69	463
	<u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan		
13WCU	OIL COOLER, AUTO TRANSMISSION (Modine) Remote Mounted; For Use With Automatic Transmission Less Retarder	35/0	35
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WWD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO	2/0	2
13WWM	CATERPILLAR SPARE INPUT/OUTPUT for General Purpose	0/0	0

Vehicle Specifications

2015 CT660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
14862	PDL WARNING BUZZER Power Divider Lock	0/2	2
14HRL	AXLE, REAR, TANDEM (Meritor RT-46-160P) Single Reduction, 46,000-lb Capacity, With Lube Pump, With Driver Controlled Locking Differential in Forward Rear and Rear Rear Axle and 200 Wheel Ends . Gear Ratio: 4.89	0/537	537
	<u>Includes</u> : POWER DIVIDER LOCK Air Operated, Cab Control with Indicator Light in Cluster : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle		
14JULY	SUSPENSION, REAR, TANDEM (Hendrickson HMX-460-54) Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity. With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers	0/24	24
	<u>Includes</u> : CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone		
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions	0/0	0
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash	1/0	1
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam	0/31	31
14WLE	AXLE, REAR, LUBE (EmGard 75W-90) Synthetic Oil; 65 thru 89.99 Pints	0/0	0
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0
15BAA	DEF TANK COVER (Stainless Steel)	0/0	0
15DYP	DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LKU	FUEL/WATER SEPARATOR (Racor) Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor	0/0	0
15SSL	FUEL TANK Polished Aluminum, 24" Diam., 80 U.S. Gal., 302 L Capacity Mounted Left Side Under Cab	-5/-30	-35
16031	CAB Conventional	0/0	0
	<u>Includes</u> : COAT HOOK, CAB Located on Rear Wall, Behind Passenger Seat : CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder, Ash Tray and Lower Storage Area : DOME LIGHT, CAB (2) Driver and Passenger Dome Lights with Individual Switches, in Headliner : DOOR CHECK STRAP (2) One Each Door : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : SKIN Riveted : STEP (4) Two Steps Per Door		

Vehicle Specifications

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	2016 CT660S SBA 6x4 (CF7AA)		
16564	HEATER SHUT-OFF VALVES (1) Ball Check Valve Type, Supply Line	5/0	5
16ABZ	MISMATCH SEAT ID Seat Deviation; Dealer/Customer to Accept Mismatch Driver or Passenger Seat	0/0	0
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
16HGL	GAUGE, OIL TEMP, REAR AXLE	0/0	0
16HKB	GAUGE, MANIFOLD PRESSURE Data Link Driven; Mounted in Instrument Panel, Includes Controller Module	0/0	0
16HLC	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16JPD	SEAT, DRIVER (National 2000 Model 195) Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover	3/0	3
16RAN	SEAT, PASSENGER (National 2000 Model 192) Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust	64/12	76
16SKV	MIRRORS (2) {Lang Mekra} Aero; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostat Controlled, Power Both Sides, Amber Lens Clearance Light LED, Turn Signals, Black Painted Finish Heads, Brackets & Arms	0/0	0
16UZJ	STORAGE, CAB INTERIOR Storage Pocket, Located on Back Wall Between Driver and Passenger Seats	0/0	0
16VRT	HEATER, ENHANCED CIRCULATION (Bergstrom) Control, for Extreme Cold Weather Climates	0/0	0
16VTH	CAB INTERIOR TRIM Premium Level; for Caterpillar, Day Cab	0/0	0
	<u>Includes</u>		
	: "A" PILLAR COVER Molded Plastic		
	: CAB INTERIOR TRIM PANELS Vinyl		
	: CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Strap for CB Radio Mounting; Two with Netting, Courtesy Lights with Switches		
	: COURTESY LIGHT (2) Driver and Passenger Door Mounted		
	: DOOR TRIM PANELS Vinyl Upper with Power Locks and Windows, Upper and Lower Grab Handles, Both Sides		
	: FLOOR COVERING Rubber, Black		
	: HEADLINER Soft Padded Vinyl		
	: HEATER BOX Metal, Painted Black		
	: INSTRUMENT PANEL TRIM Vinyl		
	: MIRROR, CONVEX, LOOK DOWN Black Finish; 6" x 10-1/4"; Located on Passenger Side		
	: STORAGE POCKET, DOOR (2) Driver and Passenger Door		
	: SUN VISOR (2) Vinyl with Molded Toll Ticket Retainer		
16VZA	WINDOW, REAR 52.25" Wide	0/0	0
16WAK	WINDOW, POWER (2) in Left and Right Doors	0/0	0
16WJG	CAB DOOR LOCKS Power	0/0	0
16WKB	AIR CONDITIONER {International Blend-Air} With Integral Heater & Defroster	0/0	0
16WKR	WINDSHIELD Single Piece	0/0	0

Vehicle Specifications

2015 CT660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16WLD	CAB REAR SUSPENSION {Link Z9079D1} Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly	0/0	0
18XWE	SUNSHADE, EXTERIOR Bright Finish; Includes Integral Clearance/Marker Lights	14/3	17
16ZDU	GRAB HANDLE Exterior, Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts	2/0	2
27DNP	WHEELS, FRONT DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, 5 Hand Hole, Flanged Nut, Metric Mount, 12.25 DC Rims; With Steel Hubs, with 5.375" Offset	100/0	100
	<u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White		
28DRN	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs	0/58	58
	<u>Includes</u> : PAINT IDENTITY, REAR WHEELS White		
29597	WHEEL SEALS, REAR {Stemco Voyager} Oil Lubricated Wheel Bearings	0/0	0
29598	WHEEL SEALS, FRONT {Stemco Voyager} Oil Lubricated Wheel Bearings ILO Standard Oil Seals	0/0	0
29PAR	PAINT IDENTITY, FRONT WHEELS {Accuride} Disc Front Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint	0/0	0
29PAS	PAINT IDENTITY, REAR WHEELS {Accuride} Disc Rear Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint	0/0	0
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	2/0	2
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	0/8	8
29WLA	WHEEL BEARING, FRONT, LUBE {EmGard 50W} Synthetic Oil	0/0	0
7382130125	(8) TIRE, REAR 11R22.5 G287 MSA (GOODYEAR) 498 rev/mile, load range H, 16 ply	0/96	96
7752668113	(2) TIRE, FRONT 425/65R22.5 G296 MSA (GOODYEAR) 468 rev/mile, load range L, 20 ply	134/0	134
	Total Component Weight:	10763/8211	18974

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Neither Caterpillar nor its suppliers shall be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

GALBREATH MODEL:US-OR-174 OUTSIDE RAIL DESIGN ROLL-OFF HOIST
60,000 LB. RATED LIFT CAPACITY*8X4X1/2" A500-C TUBING MAIN FRAME.
1-1/2" PLATE STEEL FRONT STOP*7/8"X75"(EX)WRC-6X37) HOIST CABLE
STEEL ALLOY SWIVEL CABLE END*3/4" PLATE REAR HOLD DOWNS
REEVING CYLINDER HOIST DESIGN*MAINTENANCE HOIST PROPS(EACH
SIDE)*2-SPOOL OUTSIDE CONTROL VALVE*HEAVY DUTY 2 1/2" DIAMETER
REAR HINGE PIN*50-GALLON HYDRAULIC RESERVOIR W/FILTER AND
SCREEN FILTER*10" DIAMETER CABLE SHEAVES(BRONZED BUSHED)*4"
O.D.OUTSIDE ROLLERS(BRONZED BUSHED)*STANDARD REAR BUMPER
REAR ICC BUMPER*PRIMED:FLAT BLACK*PAINTED GLOSS BLACK

ADDITIONAL FEATURES:

IN CAB AIR CONTROLS*DIRECT MOUNT PUMP*20"X16"X48" TOOL BOX
STEEL TANDEM FENDERS

2 LED LIGHTS MOUNTED ON THE TARP GANTRY

PTO for Automatic Transmission

MOUNTED ON TRUCK PROVIDED WITH:

MIN. 174"-188" CT(THE 188" CT IS PREFERRED TO ENABLE FUTURE TARP
SYSTEM INSTALLATION)*RECOMMENED:20,000 LB. FRONT AXLE
44,000 LB. REAR TANDEM AXLE WITH 50" MAX. AXLE SPREAD*AIR BRAKES

EA 1.000 1250097 RACKN*PIN TARP-HYD. ARMS SARG IN



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6234

County Administrator's Report 13. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Out-Of-County Travel

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Out-of-County Travel for Commissioner Grover C. Robinson, IV - Larry M. Newsom, Interim County Administrator

That the Board authorize out-of-County travel for Commissioner Grover C. Robinson, IV, on Tuesday, June 10, 2014. As President-Elect, Commissioner Robinson has been asked to represent the Florida Association of Counties Executive Committee at a meeting with the Broward County Commission in Ft. Lauderdale, Florida. The Florida Association of Counties will reimburse Escambia County 100% of the travel cost associated with this trip.

BACKGROUND:

Chris Holley, Executive Director of the Florida Association of Counties, was contacted by the Boward County Commission with a request that FAC's Executive Committee attend a special workshop on June 10, 2014, in Ft. Lauderdale, Florida. The Florida Association of Counties has agreed to reimburse Escambia County 100% of the travel costs associated with this trip.

BUDGETARY IMPACT:

Travel expenses will initially come from budgeted funds within Cost Center 110101, Object Code 54001. Once the trip has been completed the travel receipts will be submitted to the Florida Association of Counties for full reimbursement.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Travel authorizations/reimbursements are in compliance with Florida Statutes Chapter 112.061 Per Diem and Travel Expenses and the Board of County Commissioner's Policy "Out-Of-County Travel, Section I, Part C.4".

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will handle all of the details associated with the above trip/reimbursement request.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6235

County Administrator's Report 13. 28.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Change Order to Baskerville-Donovan, Inc. for Pensacola Beach Landscaping

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #2 to Baskerville-Donovan, Inc. on Contract PD 02-03.79 "Professional Services for the Pensacola Beach Landscaping Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Baskerville-Donovan, Inc., on Contract PD 02-03.79, "Professional Services for the Pensacola Beach Landscaping Project":

Department:	Public Works
Department:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$47,557.00
Vendor:	Baskerville-Donovan, Inc.
Project:	Pensacola Beach Landscaping
Contract:	PD 02-03.79
PO#:	130856
CO#:	2
Original Contract Award:	\$36,887.90
Cumulative Amount of Change Orders through CO#1:	\$47,557.00
New Contract Total:	\$84,444.90

[Funding Source: Fund 167, "Bob Sikes Toll Fund," Cost Center 140302, Object Code 53401; Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project No. 12EN2044]

BACKGROUND:

On January 23, 2013, a task order was issued to Baskerville-Donovan, Inc. to provide professional bidding, contracting and administrative services for the Pensacola Beach Landscaping Project for Via Deluna and Fort Pickens Road. In addition, Baskerville-Donovan, Inc. will design the Eastern Gateway which will provide a clear delineation of the transition from the National Seashore to Pensacola Beach. Change order #1 added time to the contract to provide for Construction, Engineering and Inspection Services throughout the course of the project.

On November 6, 2013, the Santa Rosa Island Authority (SRIA) Board voted to approve a change order to Baskerville-Donovan, Inc. for additional design that will continue the project from Avenida 23 to the east side of Portofino. As with Phase 1, the SRIA will reimburse Escambia County for these additional costs.

BUDGETARY IMPACT:

Fund 167 "Bob Sikes Toll Fund", Cost Center 140302, Object Code 53401; Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project No. 12EN2044.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Scope and Fee Proposal

Original PO and Scope

Change Order 1

Via De Luna Landscape Phase 2

May 21, 2014

Landscape Planting Plans

Scope: Install plant material, predominately cabbage and pindo palms, on either side of Via DeLuna from Avenida 23 where the Phase 1 landscape work stopped, to the east side of Portofino. Specimen Sylvester palms shall be included.

Add understory plantings of three plant materials: Silver saw palmetto, oleander, and European fan palms.

Specifics: The existing Phase 1 landscape project, from Avenida 10 to Avenida 23, is 7,900 feet long. The proposed Phase 2 landscape project is 6,600 feet long.

Phase 1 included 1352 cabbage palms and 547 pindo palms along Via DeLuna.

Phase 2 proposes to install an estimated 585 cabbage palms and 210 pindo palms.

Because VDL is a two-lane road for this segment, and the overhead power lines are at the very north edge of the right-of-way, no plantings should occur on leasehold property. The power lines from Calle Hermosa east are installed underground, so no setback will be needed for that distance.

Delivery System: Phase 2 is proposed to be contracted by way of a change order to the existing Escambia County Phase 1 contract, currently under way. Phase 1 was competitively bid.

Estimated Cost: Based upon unit prices of the existing contract, Phase 2 will require a budget of \$500,000.

Design Fee: See attached.

Time: Design and construction should be completed within 120 days of Notice to Proceed.

Scope of Work – Eastern Gateway

The Eastern Gateway is described in the Beach Master Plan. It was envisioned to provide a clear definition of the transition from the National Seashore to Pensacola Beach. The elements used to make this statement included signage, landscaping, lighting, along with pavement textures, alignments, and features.

This work will be coordinated with future driveway connections for Portofino. It will offer safety elements for pedestrians crossing Via DeLuna from Portofino to the Gulf beach. The exact elements will be determined through coordination with Escambia County and SRIA staff. Possible design elements for consideration would include an improved crosswalk with some or all of the elements of the new crosswalk at The Marina, additional crosswalks, more and improved signage informing automobiles of the large volume of pedestrians, and possible changes in roadway grade and/or alignment in an effort to slow vehicular speed from the National Seashore into Pensacola Beach.

These improvements will not be measured against traditional traffic warrants. The beach is very seasonal and may not justify the empirical requirements of traffic warrants. Instead, we will rely on historical understandings of the workings of the beach to provide an attractive entry experience, and improve safety for residents and guests accessing the Gulf beaches.



Fee Estimate Worksheet

May 21, 2014

Via DeLuna - Avenida 23 to Portofino

Planting Plan

Eastern Gateway Improvements

Req. By: Matt Mooneyham

Prep. By: Dave Hemphill

Est. Due:

Accepted By:

Item	Task Description	Principal	Project Manager	Senior Engineer	Project Engineer	Landscape Architect	2-man Survey Crew	Design Engineer	Tech	Clerical	Subtotal
	Phase 2 Planting Plan										
1	Preparation of Site Plan					10			24		\$2,629
2	Preparation of Planting Plan					96			64		\$15,051
3	Meetings with Owner and Stakeholders					40					\$4,639
4	Assistance with Pricing					24					\$2,783
5	Services during Construction					64					\$7,422
6											
7	Allowances										\$2,200
8											
9											\$34,724
10	Eastern Gateway Improvements										
11											
12	Prepare a Sketch of the Requested Improvements (Source: Beach Master Plan)					4			16		\$1,443
14	Investigation of Existing Conditions			8		8					\$1,765
15	Meetings with County Engineering Staff			8							\$837
16	Evaluation of Existing Data			8							\$837
17	Preparation of Proposed Schematic Design			16		16			16		\$4,510
18	Construction Cost Estimate			12							\$1,256
19	Meetings with Stakeholders and County Staff			12		8					\$2,184
20											
21											
22											\$12,833
23											
24											
25											
26											
27											
28											
29											
30											
31											
32											
33											
34											
35											
36											\$47,557
37											
Hours	Manhours	0	0	64	0	270	0	0	120	0	454
Rate				\$104.67	\$72.13	\$115.97			\$61.22	\$33.24	
	Fee										\$47,557
	Total Fee										\$47,557

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N PLEASE EMAIL INVOICES TO:
 V escambia.invoices@escambiaclerk.com
 O CLERK OF THE COURT & COMPTROLLER
 I HON. PAM CHILDERS
 C 221 PALAFOX PLACE, SUITE 140
 E PENSACOLA, FL 32502-5843

V 021556
 E BASKERVILLE-DONOVAN INC
 N 449 W MAIN STREET
 D PENSACOLA FL 32502
 O
 R

S ENGINEERING
 H ENGINEERING DEPARTMENT
 I 3363 WEST PARK PLACE
 P PENSACOLA FL 32505
 T
 O ATTN: ROBIN LAMBERT

ORDER DATE: 01/24/13 BUYER: PAUL NOBLES REQ. NO.: 13000930 REQ. DATE: 01/24/13

TERMS: NET 30 DAYS F.O.B.: N/A DESC.: 02-03.79

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
-------	----------	-----	-------------	------------	-----------

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT MATT MOONEYHAM AT 850.595.3440

01	1.00	LOT	TASK ORDER NO. 02.03.79.2.20, ENG " TO PROVIDE PROFESSIONAL BIDDING, CONTRACTING AND ADMINISTRATION SERVICES FOR PENSACOLA BEACH LANDSCAPING." CIP: PENSACOLA BEACH LANDSCAPING	36887.9000	36,887.90
----	------	-----	---	------------	-----------

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	36,887.90
01	210107 56301	36,887.90	12EN2044	TOTAL \$	36,887.90

APPROVED BY

Claudia Simmons



The County of Escambia
PENSACOLA, FLORIDA

TASK ORDER - PD 02-03.79.2.20.ENG

**TO PROVIDE PROFESSIONAL BIDDING, CONTRACTING AND ADMINISTRATION SERVICES
FOR
PENSACOLA BEACH LANDSCAPING**

1.0 Authorization

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999 Chapter 46, Finance, Article II, Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, "Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

2.0 Scope

Under this Task Order, the Engineer (Baskerville-Donovan, Inc.) will provide the Escambia County Public Works Department/Engineering Division with Professional Bidding, Contracting and Administration Services for Pensacola Beach Master Plan Landscaping of Via Deluna and Fort Pickens Road. (See scope of services dated May 2012.)

3.0 Schedule

The work authorized herein shall be completed within 180 calendar days of receipt of a Notice to Proceed.

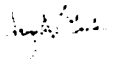
4.0 Compensation

This Task Order is issued for a Lump Sum amount of \$36,887.90. Invoices may be submitted monthly to the terms and conditions of PD 02-03.79

5.0 Progress Meetings

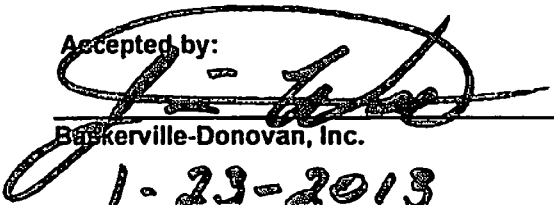
The Engineering Firm shall schedule progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.

Issued by:


Escambia County, Florida

Date

Accepted by:


Baskerville-Donovan, Inc.

Date

ESCAMBIA COUNTY

PENSACOLA BEACH MASTER PLAN VIA De LUNA and FORT PICKENS ROAD LANDSCAPING

SCOPE OF SERVICES May 2012

GOALS AND OBJECTIVES:

The intent of this project is to provide Bidding, Contracting and Administration Services to Escambia County for the Pensacola Beach Master Plan Landscaping of Via De Luna Drive and Fort Pickens Road.

WORK SCOPE TASKS:

TASK 1: Bidding and Contracting Services

This task will include preparation of bid documents and specifications, attendance of a pre-bid conference, preparation of addenda for bidder's questions and document clarifications, tabulation of bids and recommendation of award. The bid documents and specifications will be prepared to support landscape plans titled "*LANDSCAPE PLANS - VIA DELUNA DRIVE & FT. PICKENS ROAD IMPROVEMENTS*", dated March 2012, and prepared by Baskerville-Donovan, Inc. for Santa Rosa Island Authority. The bid documents shall be prepared in format acceptable by Escambia County.

TASK 2: Construction Administration

This task will include attendance of a pre-construction meeting, review of shop drawings, review of contractor pay requests, review of contractor change order requests, periodic construction observation with report of observations, preparation of record drawings from contractor provided as-builts and project close-out documents as may be required by Escambia County. Periodic construction observation shall be limited to 16 hours per week for the expected construction period of 120 days (16 weeks). Administration services do not include acquisition of easements, work agreements or any activity related to landscaping outside of right-of-way or public areas.

DELIVERABLES AND SCHEDULE

Four (4) half-size paper copies and one digital copy (PDF format) of the record drawings shall be provided to Escambia County for review and approval.

FEE STRUCTURE - Lump Sum

**PENSACOLA BEACH MASTER PLAN
PD 10-11.005**

**Bidding, Contracting and Administration Services
VIA De LUNA DRIVE AND FORT PICKENS ROAD LANDSCAPING**

MANHOOR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADD/ DESIGNER	CEI INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
	\$115.97	\$104.67	\$72.13	\$81.22	\$50.01	\$33.24		
A. Bidding and Contracting								
1 Prepare bid documents and specifications	6	4	6	6		8	30	\$ 2,180.52
2 Attend pre-bid conference		4	4			2	10	\$ 773.68
3 Prepare addenda for bidder's questions and clarifications	8	4	8			8	28	\$ 2,189.40
4 Evaluate / tabulate bids and recommend award		4	4			2	10	\$ 773.68
Subtotal	14	16	22	6	0	20	78	\$ 5,917.28
B. Construction Administration								
1 Attend pre-construction conference	4	4				2	10	\$ 949.04
2 Review contractor pay requests and change orders	1	16	20				37	\$ 3,233.29
3 Review shop drawings	1	6	16				23	\$ 1,898.07
4 Perform periodic observation and reports	40	20	20		200	20	300	\$ 18,841.60
5 Prepare record drawings	4	2	4	16		2	28	\$ 2,007.74
6 Correspondence and Meetings	10	20	10			2	42	\$ 4,040.88
Subtotal	60	68	70	16	200	26	440	\$ 30,970.82
TOTAL LUMP SUM FEE								\$ 36,887.90
PROJECT ALLOWANCES								\$ -
TOTAL PROJECT FEE								\$ 36,887.90
OVERHEAD RATE								168%
FCCM								1.32%
PROFIT MARGIN								10%

*Calculations
checked
1-16-13
R. Kunkle*

ESCAMBIA COUNTY, FLORIDA							
FEE PROPOSAL FOR DESIGN, ENGINEERING, SURVEYING & INSPECTION SERVICES							
[REDACTED]							
NAME OF FIRM: BASKERVILLE-DONOVAN, INC.							
TITLE	YEARS		RATE USED	OH 168%	FCCM 1.32%	MARGIN 10%	BILLING RATE
Senior Engineer	10+ yrs.	PE	39.15	65.76	0.52	10.54	115.97
Project Manager	5+ yrs.	PE	35.33	59.35	0.47	9.52	104.67
Project Engineer	2+ yrs.	PE	24.35	40.90	0.32	6.56	72.13
CADD/Designer	15+ yrs.	Experience	20.67	34.72	0.27	5.57	61.22
CEI Senior Inspector			16.88	28.36	0.22	4.55	50.01
Senior Surveyor & Mapper	10+ yrs.	PSM	40.86	68.64	0.54	11.00	121.05
Surveyor & Mapper		PSM	26.92	45.23	0.36	7.25	79.75
Survey Field Technician			17.80	29.90	0.23	4.79	52.73
2-Person Survey Field Party			25.31	42.52	0.33	6.82	74.98
Secretary/Clerical			11.22	18.85	0.15	3.02	33.24

Escambia County Public Works Department
 Engineering Division
 3363 W. Park Place
 Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Pensacola Beach Landscaping
 Project ID: _____
 Location: Pensacola Beach
 Project Manager: Matt Mooneyham
 Date: 1/18/2013

 Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF for bidding services and CEI for the Pensacola Beach Landscaping project. See the attached scope of services.

20
 02.03.79.2. Eng

Attached backup documentation _____ page (s).
 RFF/NTF Start Date _____ or Upon Issuance of Notice to Proceed
 Time shall be increased/decreased by 180 calendar days.
 _____ Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD _____	Contractor _____			
Funds for Original Task Order				
Funds for Addendum # _____			\$	36,887.90
Task Order PD _____	Consultant <u>Baskerville Donovan</u>			
Funds for Original Work Order				
Funds for Change Order # _____				
Contract PD _____	Contractor _____			
Funds for Contingency	Consultant _____			
Funds for Permit Fees	Agency _____			
Funds for Land Purchases	Owner _____			
Funds for Title Work	Company _____			
Contract PD _____	Contractor _____			
Funds for _____				
Now Balance of CIP Project				(36,887.90)

TO CE 1-16-13
 Please prepare task order for
 210107 / 56-301
 12 EN 3044 \$
 jing

This section to be completed by Administration to accomplish fund transfer:

From:	Fund _____	Project # _____	Project Name <u>Pensacola Beach</u>	Amount <u>36,887.90</u>
To:	Fund _____	Project # _____	Project Name <u>setp</u>	Amount <u>36,887.90</u>
			Transfer	_____

County Engineer Signature _____

Transferred by [Signature]
 Transfer Date 1-16-13

Posted to Expedition
 Date: _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I [] PLEASE EMAIL INVOICES TO:
N [] escambia.invoices@escambiaclerk.com
V [] CLERK OF THE COURT & COMPTROLLER
O [] HON. PAM CHILDERS
I [] 221 PALAFOX PLACE, SUITE 140
C [] PENSACOLA, FL 32502-5843
E []

V [] 021556
E [] BASKERVILLE-DONOVAN INC
N [] 449 W MAIN STREET
D [] PENSACOLA FL 32502
O []
R []

S [] ENGINEERING
H [] ENGINEERING DEPARTMENT
I [] 3363 WEST PARK PLACE
P [] PENSACOLA FL 32505
T []
O [] ATTN: ROBIN LAMBERT

ORDER DATE: 01/24/13 BUYER: PAUL NOBLES REQ. NO.: 13000930 REQ. DATE: 01/24/13

TERMS: NET 30 DAYS F.O.B.: N/A DESC.: CHANGE ORDER - 1

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
-------	----------	-----	-------------	------------	-----------

This change order provides for an Administrative Change Order to grant time extension on the CEI contract for the Pensacola Beach Landscaping Project. The NTP was issued to the contractor on 07/29/13 with a total of 120 days on the contract. This time extension to Baskerville Donovan will cover the CEI services throughout the course of the project and will also allow for project closeout. The time of completion shall increase by 150 days. The completion date is December 24, 2013. CIP: Pensacola Beach Landscaping

01	.00	LOT	TASK ORDER NO. 02.03.79.2.20, ENG " TO PROVIDE PROFESSIONAL BIDDING, CONTRACTING AND ADMINISTRATION SERVICES FOR PENSACOLA BEACH LANDSCAPING." CIP: PENSACOLA BEACH LANDSCAPING	.0000	.00
----	-----	-----	---	-------	-----

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	EXTENSION
01	210107 56301	.00	12EN2044	TOTAL \$.00

APPROVED BY

Claudia Semmon

PN

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 021556
Project Number: 12EN2044
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: Baskerville-Donovan, Inc.
P.O. Number: 130856
C.O. Number: 1
P.D. Number: 02.03.79.2.20.ENG
Date: 09/05/13

Notes for Modifying the Scope of Award:

Administrative Change Order to grant time extension on the CEI contract for the Pensacola Beach Landscaping Project. The NTP was issued to the contractor on 07/29/13 with a total of 120 days on the contract. This time extension to Baskerville Donovan will cover the CEI services throughout the course of the project and will also allow for project closeout. The time of completion shall increase by 150 days, the new completion date is December 24, 2013. CIP: Pensacola Beach Landscaping

To Modify Existing Purchase Order:

Adding Dollars to Line Item No:
Deleting Dollars from Line Item No:

Quantity Adjustment:
Amount:
Quantity Adjustment:
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUME)	
Enc. Carried Forward/PO Total Dollars:	\$36,887.90
Net Dollars added or subtracted:	\$0.00
New Purchase Order Total Dollars:	\$36,887.90
Previous Contract Total Dollars:	\$36,887.90
Net Dollars added or subtracted:	\$0.00
New Contract Total Dollars:	\$36,887.90

RECEIVED
13 SEP 10 AM 11:41
PURCHASING DEPARTMENT
ah

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+/- Change	Dollar Amount
210107	56301	12EN2044		\$36,887.90

- Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.
- Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: [Signature]
 Contract Administrator's Certification & Approval: [Signature]
 Office of Purchasing Review Agent: [Signature]
 Department Director: [Signature]
 County Administrator's Approval: [Signature]

Robin Lambert
09-Robin Lambert, 0-BOCC,
00-Public Works,
email=rlambert@escambia.co
FL, 04US
2013.09.05 11:22:48 -0500

Date: _____
Date: _____
Date: 9/12/13
Date: _____
Date: 9-12-13

NA CAI

**Escambia County Public Works Department
Engineering Division
3363 W. Park Plaza
Pensacola, Florida 32506**

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Pensacola Beach Landscaping
 Project ID: 02.03.79.20.2.ENG
 Location: Pensacola Beach - Via DeLuna
 Project Manager: Max Mooneyham
 Date: 04/2013

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

Change order to grant time extension on the CEI contract for the Pensacola Beach Landscaping project. The NTP was issued to the contractor on 7/29/13 with total of 120 days on the contract. This time extension to Baskerville Donovan will cover the CEI services throughout the course of the project and will also allow for project closeout. There is no cost associated with this change order.

Attached backup documentation _____ page (s).
 RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
 Time shall be increased by 150 calendar days.
12/24/2013 Completion date

			Categorized	Required
Balance of CIP Project	_____	_____		
Funds for Original Construction Contract	_____	_____		
Funds for Construction CO# _____	_____	_____		
Contract PD _____	_____	_____		
Funds for Original Task Order	_____	_____		
Funds for Addendum # _____	_____	_____		
Task Order PD <u>02.03.79.20.2.ENG</u>	_____	Consultant <u>Baskerville Donovan Inc.</u>		
Funds for Original Work Order	_____	_____		
Funds for Change Order # _____	_____	Contractor _____		
Contract PD _____	_____	_____		
Funds for Contingency	_____	Consultant _____		
Funds for Permit Fees	_____	Agency _____		
Funds for Land Purchases	_____	Owner _____		
Funds for Tide Work	_____	Company _____		
Contract PD _____	_____	Contractor _____		
Funds for _____	_____	_____		
Now Balance of CIP Project			\$	\$

Handwritten notes:
 9-4-13
 Please pop me my time my
 [Signature]

This section to be completed by Administration to accomplish fund transfer:

From:	Fund _____	Project # _____	Project Name _____	Amount _____
To:	Fund _____	Project # _____	Project Name _____	Amount _____

Handwritten: time my

County Engineer Signature _____

Handwritten: [Signature]

Transfer

Transfer Date

9-4-13

Posted to Expedition
Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6242

County Administrator's Report 13. 29.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Legal Representation for Issues Regarding the Central Booking Detention Facility (CBDF)

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Obtaining Legal Representation for Issues Surrounding Events at the Escambia County Central Booking and Detention Facility - Larry M. Newsom, Interim County Administrator

That the Board ratify the issuance of Purchase Orders concerning obtaining Legal Representation for issues surrounding events at the Escambia County Central Booking and Detention Facility (CBDF), as follows:

- A. McDonald, Fleming & Moorhead, in the amount of \$10,000; and
- B. Beronet & Keene, in the amount of \$10,000.

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330491]

BACKGROUND:

On May 22, 2014 the County issued purchase orders to obtain legal representation for issues surrounding events at CBDF. This Board action requests that the Board ratify the issuance of these purchase orders.

McDonald, Fleming & Moorhead will be charged with the following responsibilities:

- Developing a plan of action to be approved by the County Administrator to conduct and lead an independent forensic analysis regarding the explosion at the CBDF.
- Conducting interviews with persons of interest regarding the events prior, during and after the explosion at the CBDF
- Other duties as directed by the County Administrator regarding the events leading up to, including and after the explosion at CBDF.

Beronet & Keene will be charged with the following responsibilities:

- Pursuant to BCC policy, provide legal representation to interested County employees with knowledge of the events prior, during and after the explosion at CBDF
- Conduct interviews with interested County employees regarding the events prior, during

and after the explosion at CBDF

- Other duties pursuant to BCC Policy as directed by the County Administrator regarding events leading up to, including and after the explosion at CBDF.

BUDGETARY IMPACT:

The County will seek FEMA reimbursement for the costs of these legal services. If FEMA/State reimbursement is received, the County's local match will be 12.5% of the total costs which will be paid by the County's General Fund. If FEMA/State reimbursement is not received then the total cost will be paid by the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6222

County Administrator's Report 13. 30.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Emergency Purchase Orders in Excess of \$50,000

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Emergency Purchase Orders in Excess of \$50,000 - Amy Lovoy, Management and Budget Services Department Director

That the Board accept for information and ratify the issuance of the following Purchase Orders in excess of \$50,000, issued under the Declaration of a Local State of Emergency for Escambia County, effective April 29, 2014, through May 27, 2014, for the Flood Event of 2014, to procure goods and services for emergency response, protective measures for repairs to critical infrastructure, and for measures taken to protect the health and safety in severely affected areas:

P.O. Number	Contractor	Amount	Description
141179	Asplundh Tree Expert Co.	\$100,000	Disaster Debris Removal
141184	Motorola Solutions, Inc.	\$87,554	Replacement of Radios for Jail
141185	Leidos, Inc.	\$50,000	Disaster Debris Monitoring
141196	Crowder-Gulf	\$100,000	Disaster Debris Removal
141214	Crowder-Gulf	\$50,000	Manage Residential Drop Off Site
141244	Roads, Inc., of NWF	\$341,650.86	Repairs to Blue Springs
141264	Maxim Healthcare Services, Inc.	\$112,000	RN and LPN Services for Jail
141286	HDR Engineering, Inc.	\$98,600	Emergency Operations
141288	Atkins North America, Inc.	\$63,499.85	Preliminary Assessment
141297	HDR Engineering, Inc.	\$119,424.06	Damage Assessment Ponds
141317	Dewberry Consultants, LLC	\$150,000	Disaster Consulting
141322	Hub City Ford-Mercury, Inc.	\$464,727	Replacement of Vehicles
141325	Panhandle Grading & Paving, Inc.	\$96,272.48	Repairs to Dog Track Road
141328	Utility Service Company, Inc.	\$179,342.13	Repairs to Myrtle Grove Park

141330	Heaton Brothers Construction Co., Inc.	\$97,939.93	Repairs to North Crow Road
141331	Department of Community Corrections	\$876,000	Inmate Lodging
141346	Walton County Sheriff's Office	\$1,368,750	Inmate Lodging
141348	Bob Barker Company, Inc.	\$55,000	Jail supplies
141347	Santa Rosa County Sheriff's Office	\$2,828.750	Inmate Lodging
141356	Baskerville-Donovan, Inc.	\$82,818.34	Design Old Corry Road
141362	Panhandle Grading & Paving, Inc.	\$455,980.76	Repairs to Johnson Ave.
141369	Ingram Signalization, Inc.	\$387,134	Repairs to Signal Cabinets
141374	Lakeview Center, Inc.	\$50,000	Mental Health Counseling
141379	Roads, Inc., of NWF	\$418,905.33	Crescent Lake Sediment Removal
141382	Bryan D. Krause d/b/a Nursefinders of Pensacola, LLC	\$112,000	Inmate Care Assistance
141383	Panhandle Grading & Paving, Inc.	\$142,688.60	Lake Charlene Roadway

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491 - Category B - Emergency Protective Measures]

BACKGROUND:

Escambia County and surrounding areas received in excess of 25 inches of rain in less than 24 hours causing significant flash flooding to occur in the City of Pensacola and the unincorporated areas of the County, causing significant damage to homes, roads, and bridges and several County buildings. On April 29, 2014, a State of Emergency was declared by the Escambia County Board of Commissioners. The Public Works Department, the Facilities Department, and Solid Waste Management took immediate action to protect, preserve, and repair roadways, bridges, and drainage infrastructure and assist with emergency response.

BUDGETARY IMPACT:

[Funding; Fund 112 Disaster Recovery Fund, Cost Center 330491 -Category B - Emergency Protective Measures]

LEGAL CONSIDERATIONS/SIGN-OFF:

The declaration of emergency was filed by the County Attorney's Office on April 29, 2014 and extended through May 27, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II Purchases and Contracts, Section 93 Emergency Purchases.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Emergency Purchase Orders for Fund 112

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:
 V [escambia.invoices@escambiaclerk.com
 O [CLERK OF THE COURT & COMPTROLLER
 I [HON. PAM CHILDERS
 C [221 PALAFOX PLACE, SUITE 140
 E [PENSACOLA, FL 32502-5843

V [014140
 E [ASPLUNDH TREE EXPERT CO
 N [8590 WARING ROAD
 D [PENSACOLA FL 32526
 O []
 R []

S []
 H [SOLID WASTE MANAGEMENT
 I [13009 BEULAH ROAD
 P [CANTONMENT FL 32533-8801

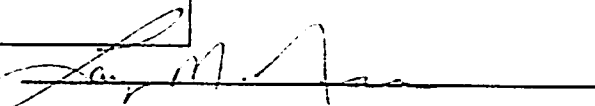
T []
 O [ATTN: DENEEN RUDD 850-937-2175

ORDER DATE: 05/06/14	BUYER: PAUL NOBLES	REQ. NO.: 14001353	REQ. DATE: 05/06/14
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.:
--------------------	-------------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	OPEN BLANKET PURCHASE ORDER FOR COLLECTION DISASTER DEBRIS IN ESCAMBIA COUNTY FROM FLOODING EVENT 04/28/14 - 04/29/14.	100000.0000	100,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	100,000.00
01	330490 53401	100,000.00		TOTAL \$	100,000.00

APPROVED BY 
 Original Purchase Order

CrowderGulf

Escambia County, FL Flood Event Pricing

Due 5:00 PM cst, Monday, May 5th, 2014

Bid Form for Debris Removal for Emergency Flood Event

Eligible ROW C&D Debris Removal <i>Includes Class 3</i> Work consists of the collection and transportation of Eligible C&D Debris in the ROW to a County approved TDSR site or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles		\$ 8.50	\$ 8.50
30 - 59.99 miles		\$ 9.50	\$ 9.50
60 - 89.99 miles		\$ 9.75	\$ 9.75
90 - 119.99 miles		\$ 10.00	\$ 10.00
120 - 149.99 miles	<i>N/A</i>		
150 - 179.99 miles	<i>N/A</i>		
180 miles or greater	<i>N/A</i>		

Bid Form for Debris Removal for Emergency Flood Event

Eligible ROW C&D Debris Removal <small>Work consists of the collection and transportation of Eligible C&D Debris from the ROW to a County approved TDSR site or County Designated Final Disposal Site.</small>	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	30	23.00	690.00
30 - 59.99 miles	30	30.66	920.00
60 - 89.99 miles	30	39.66	1190.00
90 - 119.99 miles	30	48.66	1460.00
120 - 149.99 miles	N/A		
150 - 179.99 miles	N/A		
180 miles or greater	N/A		

Includes Class 3

*62
92
119
146*

Bid Form for Debris Removal for Emergency Flood Event

Eligible ROW C&D Debris Removal <i>Includes Class 5</i> Work consists of the collection and transportation of Eligible C&D Debris on the ROW to a County approved TDSR site or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles		\$ 35.00	
30 - 59.99 miles		\$ 45.00	
60 - 89.99 miles		\$ 55.00	
90 - 119.99 miles		\$ 80.00	
120 - 149.99 miles	N/A		
150 - 179.99 miles	N/A		
180 miles or greater	N/A		

ROADS INC. OF N.W.F.

CR

VICE PRESIDENT

Chase Rawson

ASPLUNDH ENVIRONMENTAL SERVICES, INC.
 11639 DAVIS CREEK ROAD EAST
 JACKSONVILLE, FL 32256
 904-260-2600

Bid Form for Debris Removal for Emergency Flood Event

Eligible ROW C&D Debris Removal Work consists of the collection and transportation of Eligible C&D Debris in the ROW to a County approved TDSR site or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
<i>Includes Classes</i>			
0 - 29.99 miles		5.45	
30 - 59.99 miles		6.49	
60 - 89.99 miles		10.12	
90 - 119.99 miles		12.21	
120 - 149.99 miles	N/A		
150 - 179.99 miles	N/A		
180 miles or greater	N/A		

Bid Qualification: All Tipping Fees will be a pass through. They are not included in our bid.

James R. Hardiman
 Vice President
 904-891-5289 Cell

Angie B. Holbrook

From: Claudia A. Simmons
Sent: Monday, May 12, 2014 8:18 AM
To: Angie B. Holbrook
Subject: FW: Asplundh
Attachments: 141179Aspl.pdf

Angie,
Please put this e-mail in Livelink with the P.O. #141179.
Thanks,
Claudia

From: Pat T. Johnson
Sent: Friday, May 09, 2014 7:30 PM
To: Claudia A. Simmons; Jim E. Howes
Subject: Fwd: Asplundh

Patrick Johnson
Director, Dept. Solid Waste Mgt.
Ofc. 850-937-2164
Cell 850-554-2753

Begin forwarded message:

From: James Hardiman <hardiman@Asplundh.com>
Date: May 9, 2014 at 6:27:13 PM CDT
To: "Pat T. Johnson" <ptjohnson@co.escambia.fl.us>
Cc: "cperry/asplundh <cperry_aes@bellsouth.net> (cperry_aes@bellsouth.net)" <cperry_aes@bellsouth.net>, Bill Stanton <stanton@Asplundh.com>
Subject: RE: Asplundh

Mr. Johnson,

Per the below, we will continue to work until 12:00 pm tomorrow, May 10, 2014.

We will forward all billing once we receive the electronic tickets from Escambia County's monitoring company.

Thank you for the opportunity to work with you and your team.

James R. Hardiman
Vice President of Operations
Asplundh
11639 Davis Creek Road East
Jacksonville, FL 32256
(904) 260-2600 Phone
(904) 886-4422 Fax

hardiman@asplundh.com

**Safety First...No One Gets
Hurt!**

From: Pat T. Johnson [<mailto:ptjohnson@co.escambia.fl.us>]
Sent: Friday, May 09, 2014 5:36 PM
To: James Hardiman
Subject: Asplundh

Mr. Hardiman,

This e-mail is to confirm the information from Solid Waste Management that Asplundh will discontinue operations in Escambia County, Florida related to the Purchase Order for Emergency debris collection for the Flood of 2014 on Saturday, May 10, 2014 at 12:00 pm per mutual agreement. Invoices should not be presented and will not be paid for work after May 10, 2014. Thank you for your response to Escambia County's emergency needs for this event. Your services are greatly appreciated.

*Patrick Johnson, Director
Solid Waste Management Dept.
850-937-2164 (office)
850-554-2753 (cell)
ptjohnson@mvescambia.com*

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

V [014140]
 E [ASPLUNDH TREE EXPERT CO]
 N [8590 WARING ROAD]
 D [PENSACOLA FL 32526]
 O []
 R []

S [SOLID WASTE MANAGEMENT]
 H [13009 BEULAH ROAD]
 I [CANTONMENT FL 32533-8801]
 P []
 T []
 O [ATTN: DENEEN RUDD 850-937-2175]

ORDER DATE: 05/06/14	BUYER: PAUL NOBLES	REQ. NO.: 14001353	REQ. DATE: 05/06/14
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1
--------------------	-------------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
Net Dollars Changed: \$0.00 New PO Total Dollars: \$1000,000.00 This change order provides for an administrative change order to correct the Cost Center. Previous PO Total Dollars: \$100,000.00					
01	.00	LOT	OPEN BLANKET PURCHASE ORDER FOR COLLECTION DISASTER DEBRIS IN ESCAMBIA COUNTY FROM FLOODING EVENT 04/28/14 - 04/29/14.	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	TOTAL \$
01	330490 53401	-100,000.00		.00	.00
01	330491 53401	100,000.00			

APPROVED BY _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N
 V
 O
 I
 C
 E

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
 E
 N
 D
 O
 R

135001
 MOTOROLA SOLUTIONS INC
 1303 E ALGONQUIN ROAD
 SCHAUMBURG IL 60196

S
 H
 I
 P
 T
 O

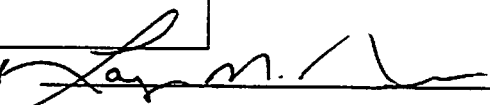
CENTRAL BOOKING & DETENTION CE
 OF ESCAMBIA COUNTY, FLORIDA
 1200 WEST LEONARD STREET
 PENSACOLA, FL 32501
 ATTN: WHITNEY LUCAS 595-3114

ORDER DATE: 05/07/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001354	REQ. DATE:
----------------------	-------------------------	--------------------	------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.:
--------------------	---------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	Emergency Purchase/EmergencyDeclaration PURCHASE ORDER TO PROVIDE FOR HAND HELD RADIOS NEEDED AS A RESULT OF THE FLOODING AND SUBSEQUENT DISPLACEMENT OF INMATES THAT OCCURED AT ESC. CO. JAIL CBD FACILITY ON APRIL 29, 2014	87554.0000	87,554.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	87,554.00
01	330491 55201	87,554.00		TOTAL \$	87,554.00

APPROVED BY 
 Original Purchase Order



MOTOROLA SOLUTIONS

14001557
141184

Quote Number: QU0000274913
Effective: 05 MAY 2014
Effective To: 04 AUG 2014

Bill-To:
ESCAMBIA COUNTY BOARD OF COMMISSIONERS
223 S PALAFOX PL RM 204
PENSACOLA, FL 32501
United States

Ultimate Destination:
ESCAMBIA COUNTY BOARD OF COMMISSIONERS
1700 W LEONARD ST BASEMENT LEVEL
PENSACOLA, FL 32501
United States

Attention:
Name: Richard Cotton
Email: racotton@myescambia.com
Phone: (850) 436-9527

Sales Contact:
Name: Tim Butler
Email: TimButler@TeamOneCommunications.com
Phone: (850) 439-1445

Contract Number: ALABAMA STATE CONTRACT
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	50	H51SDD9PW5AN	APX 4000 UHF R2 MODEL 1.5 PORTABLE	\$1,200.00	\$798.16	\$39,908.00
1a	50	QA02749AA	ALT: IMPRES LI-ION 2300MAH	\$85.00	\$56.54	\$2,827.00
1b	50	QA04053AA	ENH: LI P25 CONVENTIONAL	\$450.00	\$299.31	\$14,965.50
1c	50	HB69CE	ENH: MULTIKEY	\$330.00	\$219.49	\$10,974.50
2	50	WPLN4232A	110 VAC 50 60 HZ US IMPRES SUC	\$63.00	\$41.90	\$2,095.00
3	65	PMMIN4046A	IMPRES SPEAKER MIC W/VOL, IP57	\$100.00	\$66.51	\$4,323.15
4	50	NNTNH169A	INSERT, UNIVERSAL SUC (QTY 1)	\$45.00	\$29.93	\$1,496.50
5	50	PMNN4424AR	BATT IMP LI ION 2300M 2350T	\$115.00	\$76.49	\$3,824.50
6	5	WPLN4130A	IMPRES MULTI CHARGER WITH DISPLAY M	\$1,350.00	\$897.97	\$4,489.85
7	2650	SVC03SVC0123D	SUBSCRIBER INSTALL - SVCR LOCATION	\$1.00	\$1.00	\$2,650.00

Total Quote in USD

\$87,554.00

- * This quote contains items with approved price exceptions applied against it
- * This quote contains items that reflect discounts from approved total Price Exception of (\$42746)

Alabama State Contract Number: 4012695

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:
 V escambia.invoices@escambiaclerk.com
 O CLERK OF THE COURT & COMPTROLLER
 I HON. PAM CHILDERS
 C 221 PALAFOX PLACE, SUITE 140
 E PENSACOLA, FL 32502-5843

V [120451
 E LEIDOS, INC
 N 2301 LUCIEN WAY SUITE 120
 D MAITLAND FL 32751
 O
 R [

S [SOLID WASTE MANAGEMENT
 H 13009 BEULAH ROAD
 I CANTONMENT FL 32533-8801
 P

T [ATTN: SWM DENEE RUDD 850-937-2175
 O

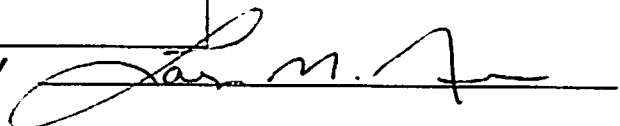
ORDER DATE: 05/08/14	BUYER: PAUL NOBLES	REQ. NO.: 14001359	REQ. DATE: 05/06/14
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.:
--------------------	-------------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	OPEN BLANKET PURCHASE ORDER FOR MONITORING OF DISASTER DEBRIS IN ESCAMBIA COUNTY FROM FLOODING EVENT 04/28/14 - 04/29/14.	50000.0000	50,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	50,000.00
01	330490 53401	50,000.00		TOTAL \$	50,000.00

APPROVED BY



BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 141185-1

CHANGE DATE: 05/21/14

I
 N
 V
 O
 I
 C
 E

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
 E
 N
 D
 O
 R

120451
 LEIDOS, INC
 2301 LUCIEN WAY SUITE 120
 MAITLAND FL 32751

S
 H
 I
 P

SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801

T
 O

ATTN: SWM DENEEN RUDD 850-937-2175

ORDER DATE: 05/08/14	BUYER: PAUL NOBLES	REQ. NO.: 14001359	REQ. DATE: 05/06/14
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1
--------------------	-------------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
This change order provides for an Administrative Change Order to correct the cost center. Previous PO Total Dollars: \$50,000.00 Net Dollars Changed: \$0.00 New PO Total Dollars: \$50,000.00					
01	.00	LOT	OPEN BLANKET PURCHASE ORDER FOR MONITORING OF DISASTER DEBRIS IN ESCAMBIA COUNTY FROM FLOODING EVENT 04/28/14 - 04/29/14.	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01	330490	53401			.00
01	330491	53401			.00
				TOTAL \$.00

APPROVED BY _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I PLEASE EMAIL INVOICES TO:
N escambia.invoices@escambiaclerk.com
V CLERK OF THE COURT & COMPTROLLER
O HON. PAM CHILDERS
I 221 PALAFOX PLACE, SUITE 140
C PENSACOLA, FL 32502-5843
E

V 035331
E CROWDER-GULF
N 5535 BUSINESS PARKWAY
D THEODORE AL 36582
O

S SOLID WASTE MANAGEMENT
H 13009 BEULAH ROAD
I CANTONMENT FL 32533-8801
P

T
O ATTN: SWM DENEE RUDD 850-937-2175

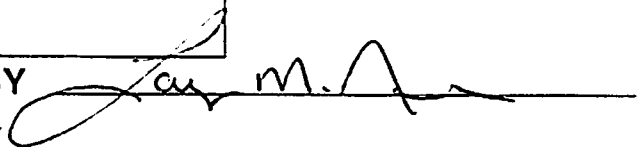
ORDER DATE: 05/09/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001375	REQ. DATE: 05/08/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.:
--------------------	-------------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	OPEN BLANKET PURCHASE ORDER FOR COLLECTION OF DISASTER DEBRIS IN ESCAMBIA COUNTY FROM FLOODING EVENT 04/28/14 -04/29/14.EMERCENCY PURCHASE/EMERGENCY /DECLARATION PD	100000.0000	100,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	100,000.00
01	330490 53401	100,000.00		TOTAL \$	100,000.00

APPROVED BY



PURCHASE ORDER NO. 141196-1
CHANGE DATE: 05/21/14

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
[PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843]

V
E
N
D
O
R
[035331
CROWDER-GULF
5535 BUSINESS PARKWAY
THEODORE AL 36582]

S
H
I
P
T
O
[SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT FL 32533-8801
ATTN: SWM DENEE RUDD 850-937-2175]

ORDER DATE: 05/09/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001375	REQ. DATE: 05/08/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1
--------------------	-------------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Admin CO		
01	.00	LOT	OPEN BLANKET PURCHASE ORDER FOR COLLECTION OF DISASTER DEBRIS IN ESCAMBIA COUNTY FROM FLOODING EVENT 04/28/14 -04/29/14.EMERCENCY PURCHASE/EMERGENCY /DECLARATION PD	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01	330490 53401	-100,000.00			.00
01	330491 53401	100,000.00			.00
				TOTAL \$.00

APPROVED BY _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:
 V [escambia.invoices@escambiaclerk.com
 O [CLERK OF THE COURT & COMPTROLLER
 I [HON. PAM CHILDERS
 C [221 PALAFOX PLACE, SUITE 140
 E [PENSACOLA, FL 32502-5843

V
 E
 N
 D
 O
 R [035331
 [CROWDER-GULF
 [5535 BUSINESS PARKWAY
 [THEODORE AL 36582

S
 H [SOLID WASTE MANAGEMENT
 I [13009 BEULAH ROAD
 P [CANTONMENT FL 32533-8801
 T
 O [ATTN: SWM DENEEN RUDD

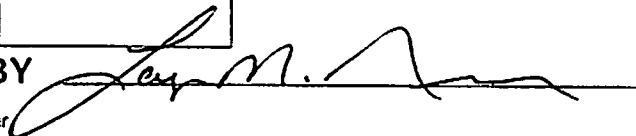
ORDER DATE: 05/09/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001394	REQ. DATE: 05/09/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.:
--------------------	-------------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	OPEN BLANKET PURCHASE ORDER TO OPERATE/MANAGE RESIDENTIAL DROP-OFF SITE (DMS) AT JOHN R. JONES - 9 MILE ROAD - ESCAMBIA COUNTY, FLORIDA EMERGENCY PURCHASE/EMERGENCY DECLARATION PD	50000.0000	50,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	50,000.00
01	330490 53401	50,000.00		TOTAL \$	50,000.00

APPROVED BY



Original Purchase Order

PURCHASE ORDER NO. 141214-1

CHANGE DATE: 05/21/14

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

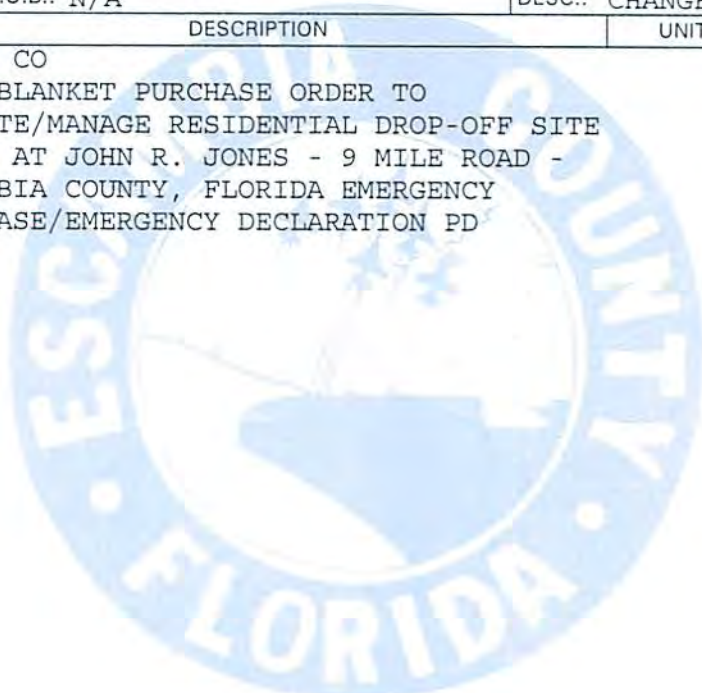
V [035331]
 E [CROWDER-GULF]
 N [5535 BUSINESS PARKWAY]
 D [THEODORE AL 36582]
 O []
 R []

S [SOLID WASTE MANAGEMENT]
 H [13009 BEULAH ROAD]
 I [CANTONMENT FL 32533-8801]
 P []
 T []
 O [ATTN: SWM DENEEN RUDD]

ORDER DATE: 05/09/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001394	REQ. DATE: 05/09/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1
--------------------	-------------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Admin. CO		
01	.00	LOT	OPEN BLANKET PURCHASE ORDER TO OPERATE/MANAGE RESIDENTIAL DROP-OFF SITE (DMS) AT JOHN R. JONES - 9 MILE ROAD - ESCAMBIA COUNTY, FLORIDA EMERGENCY PURCHASE/EMERGENCY DECLARATION PD	.0000	.00



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01	330490 53401	-50,000.00			.00
01	330491 53401	50,000.00			.00
				TOTAL \$.00

APPROVED BY _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 182328
 ROADS INC OF NWF
 106 STONE BLVD
 CANTONMENT FL 32533

S
H
I
P
T
O
 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 05/14/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001427 REQ. DATE: 05/13/14

TERMS: NET 30 DAYS F.O.B.: DESC.: CONTACT JEREMY KING AT 59

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 10-11.065, WORK ORDER PD 10-11.065.7BBB "EMERGENCY REPAIR OF BLUE SPRINGS IN CRESCENT LAKE SUBDIVISION"	341650.8600	341,650.86

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	341,650.86
01	330491 56301	341,650.86		TOTAL \$	341,650.86

APPROVED BY 

14001427

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

- 1.) Date: 5/9/2014
- 2.) Project name: ENGFLOOD 414-
- 3.) Contract No: 10-11.065. 07 BBB
- 4.) Description of Services to be Performed:
This is to fund the emergency repair of Blue Springs in Crescent Lake. The work includes sewer replacement, sediment removal, fill, temporary road, water service adjustments, erosion control, tree removal, and other associated tasks for the residents along Blue Springs Ave. The total contract amount is \$341,650.86. The total time allocated for the work is 30 days.
- 5.) Negotiated Cost of Construction: \$ 341,650.86
- 6.) Location Work is to be Performed:

Blue Springs Ave.
- 7.) Period of Time Services are to be Accomplished:
Starting Date of Work: 5/4/2014 or Upon Issuance of Notice to Proceed
Days to Complete 30
Completion Date of Work: 6/3/2014
- 8.) Estimate of Items from Unit Bid Schedule Required for this Work Order 42

Schedule for Work Requested and Received

Project Manager _____ Date: _____

Work Order Approved
Joy Jones
Division Chief _____ Date: 5/9/14

Negotiated Work Order Accepted
[Signature]
Contractor Representative _____ Date: 5/9/14

Work Order Completed
Contractor Representative _____ Date: _____

Blue Springs Temporary
 Repair - Crescent Lake PD10-11.065 General Paving and Drainage Pricing Agreement
 ENGFLOOD 414- Valid From October 1, 2013 till September 30, 2014

Roads, Inc. of NWF

Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01000- Insurance						
01100-	00100	Performance Bond				
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$1,050.00	\$1,050.00
02100-	00105	Demobilize	1	EA	\$750.00	\$750.00
03100-	00101	Cleaning and Grubbing, per County Specifications 2230	3.20	ACRE	\$3,800.00	\$12,480.00
03100-	00106	Remove Tree, 25"-35"	8	EA	\$450.00	\$3,600.00
03100-	00112	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post	28	EA	\$250.00	\$7,000.00
04100-	00101	Earthwork Excavation by machine, County Specs 2300	7000	CY	\$3.40	\$23,800.00
04100-	00102	Earthwork Excavation by hand, County Specs 2300	25	CY	\$20.00	\$500.00
04100-	00103	Earthwork Fill, County Specs 2300	4975	CY	\$6.75	\$33,581.25
04100-	00106	Earthwork Establishing Grade, County Specs 2300	8889	SY	\$0.50	\$4,444.50
04100-	00106	Remove and Replace Unsuitable Materials	500	CY	\$8.75	\$4,375.00
04100-	00116	Dewatering, Well Point	500	LF	\$14.00	\$7,000.00
04100-	00118	Dewatering Pump	30	Day	\$150.00	\$4,500.00
05700-	00109	Remove Existing Asphalt, 3" Average Depth	1711	SY	\$2.00	\$3,422.00
05700-	00111	Saw cut Existing Asphalt	120	LF	\$1.72	\$206.40
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	2444	SY	\$1.50	\$3,666.00
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	3000	SY	\$10.00	\$30,000.00
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$600.00	\$600.00
07600-	00103	Flag Man	30	EA/Day	\$200.00	\$6,000.00
07600-	00113	Type III Barricade	120	EA/Day	\$0.30	\$36.00
08500-	00103	Remove Existing Concrete, 4" thick	2840	SY	\$4.00	\$10,560.00
08500-	00105	Remove Curb	1000	LF	\$2.00	\$2,000.00
08600-	00101	Misc. Concrete	20	CY	\$320.00	\$6,400.00
09100-	00608	Remove Curb Inlet (including top and bottom)	2	EA	\$350.00	\$700.00
09100-	00507	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	4	EA	\$535.00	\$2,140.00
09100-	00509	Connect to Existing Inlet	2	EA	\$650.00	\$1,300.00
09500-	00103	Pipe Removal, 6"-30", over 60lf	2550	LF	\$9.50	\$24,225.00
09500-	00106	Remove Gravel from Pipe Bed	37	CY	\$25.00	\$925.00
10100-	00102	8" Sewer Line Gravity Fed, 0-6' depth, over 60lf	520	LF	\$14.00	\$7,280.00
10100-	00103	8" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	300	LF	\$21.00	\$6,300.00
10100-	00105	10" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	200	LF	\$20.00	\$4,000.00
10300-	00101	Sewer Manhole, 0-6ft depth	3	EA	\$2,781.00	\$8,343.00
10300-	00102	Sewer Manhole, 6-12ft depth	1	EA	\$3,000.00	\$3,000.00
10400-	00101	4" Sewer Service Line - Short, less than 12lf	1800	LF	\$10.00	\$18,000.00
11200-	00101	1" Water Service Line - Short, less than 12lf	450	LF	\$10.00	\$4,500.00
11200-	00102	1" Water Service Line - Long, over 12lf	900	LF	\$9.00	\$8,100.00
11400-	00102	Readjust Water Meter	28	EA	\$250.00	\$7,000.00
13300-	00101	Silt Fence Type III, less than 500lf	500	LF	\$1.70	\$850.00
13300-	00106	Floating Turbidity Barrier	200	LF	\$20.00	\$4,000.00
13300-	00109	Baled Hay or Straw	40	EA	\$7.75	\$310.00

Sub Totals \$266,944.15

Performance and Payment Bond (Required for projects over \$25,000.00) \$2,669.44

Grand Total \$269,613.59

Balance of Line (may not exceed 25% of total cost) Qty Units

Increase from 6" GAB to asphalt millings	3000	SY	\$6.61	\$19,830.00
Bypass Pumping for SS	1	LS	\$14,744.03	\$14,744.03
Emergency Response with backup documentation	1	LS	\$36,750.00	\$36,750.00

**Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505**

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Blue Springs Temporary Repair - Crescent Lake
 Project ID: ENG FLOOD 414
 Location: Blue Springs Ave.
 Project Manager: Jeremy King
 Date: 5/9/2014

Joey Torrea 5/9/14
 Signature Approval, Division Chief
JMA

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This is to fund the emergency repair of Blue Springs in Crescent Lake. The work includes sewer replacement, sediment removal, fill, temporary road, water service adjustments, erosion control, tree removal, and other associated tasks for the residents along Blue Springs Ave. The total contract amount is \$341,850.88. The total time allocated for the work is 30 days.

Attached backup documentation: 3 page (s).
 RFF/NTP Start Date: 5/4/2014 or Upon issuance of Notice to Proceed
 Time shall be increased/decreased by: 30 calendar days.
6/3/2014 Completion date

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CCG			\$ 341,850.88
Contract PD _____	Contractor: <u>Roads Inc. of NWF</u>		
Funds for Original Task Order			
Funds for Addendum # _____	Consultant _____		
Task Order PD _____			
Funds for Original Work Order			
Funds for Change Order # _____	Contractor _____		
Contract PD <u>10-11 065</u>			
Funds for Contingency	Consultant _____		
Funds for Permit Fees	Agency _____		
Funds for Land Purchases	Owner _____		
Funds for This Work	Company _____		
Contract PD _____	Contractor _____		
Funds for _____			
New Balance of CIP Project		\$	\$ (341,850.88)

QAB
330691
3/13/14

This section to be completed by Administration to accomplish fund transfer:

From:	Fund _____	Project # _____	Project Name _____	Amount _____
To:	Fund _____	Project # _____	Project Name _____	Amount _____
			Transfer _____	
County Engineer Signature _____		Transferred by _____	Transfer Date _____	

Posted to Expenses
 Date: _____

1400

[Funding Source: General Fund, Fund 001, Public Social Services, Cost Center 320202 - \$15,000]

25. Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000 for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2013-2014, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2013 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

26. Recommendation Concerning a Preliminary Engineering Agreement for the Ten Mile Roadway and Drainage Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Preliminary Engineering Agreement between CSX Transportation, Inc. (CSXT), and Escambia County Board of County Commissioners (BCC), for the Ten Mile Roadway and Drainage Improvements Project:

A. Approve the Preliminary Engineering Agreement between CSXT and the BCC, for CSXT to design signal crossing improvements on Ten Mile Road, and for reimbursable expenses for the design as part of the Ten Mile Roadway and Drainage Improvements Project;

B. Allocate \$35,640 for the reimbursable expenses to CSXT for the design;

C. Authorize the County Engineer to sign the Agreement; and

D. Designate the County Engineer as administrator over the Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #13EN2485]

27. Recommendation Concerning the Public Transportation Supplemental Joint Participation Agreement Number 3, Providing Fiscal Year 2013/2014 Funding to Escambia County Area Transit for the Urban Corridor Project on Davis Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation, Public Transportation Supplemental Joint Participation Agreement (JPA) Number 3, Financial Project Number 422260184, providing Fiscal Year 2013/2014 Funding to Escambia County Area Transit (ECAT) for the Urban Corridor Project on Davis Highway:

A. Approve the Supplemental JPA Number 3, Financial Project Number 422260184, providing for

**PUBLIC WORKS BUREAU
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2013-2014**

Engineering (includes Traffic and Transportation Operations Division)

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
1. Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$250,000	n/a	Vendor No. 011211
2. CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$250,000	n/a	Vendor No. 030050
3. Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$1,000,000	PD 12-13.049	Vendor No. 070606
4. TESI Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201	\$500,000	PD 11-12.035	Vendor No. 200955
5. General Drainage and Paving Agreement Paving and Drainage Projects Fund 352, Cost Center 210107/350229 Fund 181, Cost Center 210719-210736		PD 10-11.065	
a. Panhandle Grading and Paving, Inc.	\$4,000,000		Vendor No. 160114
b. Roads, Inc. of NWF	\$4,000,000		Vendor No. 182328
c. APAC	\$1,000,000		Vendor No. 013641
d. Utility Services, Inc.	\$1,000,000		Vendor No. 211593
e. Gulf Atlantic	\$1,000,000		Vendor No. 843895
f. Heaton Brothers	\$1,000,000		Vendor No. 081314
6. Coastline Striping Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$600,000	PD 10-11.067	Vendor No. 033766
7. Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$500,000	PD 11-12.009	Vendor No. 072898

**PUBLIC WORKS BUREAU
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2013-2014**

Engineering (includes Traffic and Transportation Operations Division)

	<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
8.	Award Purchase Orders in excess of \$50K to the following vendors for Bridge Renovations: Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107			
a.	<u>Material Vendors:</u>			
	American Concrete Supply			Vendor No. 011899
	Ferguson Enterprises, Inc.			Vendor No. 060880
	Martin Marietta Materials			Vendor No. 131502
	USA Ready Mix dba Block USA			Vendor No. 023799
	Bell Steel Co., Inc.			Vendor No. 022699
	Southeastern Pipe and Precast, Inc.			Vendor No. 193791
	Oldcastle Precast, Inc.			Vendor No. 150129
	Midway Lumber			New Vendor
	A-1 Lumber			New Vendor
	Gulf Coast Traffic Engineers			Vendor No. 072898
	Coast Line Striping			Vendor No. 033766
b.	<u>Continuing Professional Services - Bridge Work; Construction Contractors:</u>			
	DKE Marine			Vendor No. 040206
	Davis Marine			Vendor No. 040386
	Gulf Coast Construction			New Vendor
c.	<u>Continuing Professional Services - Bridge Work, Engineers:</u>			
	Thompson Engineering, Inc.			Vendor No. 201604
	DRMP, Inc.			Vendor No. 042846
	Jerry W. McGuire & Associates			Vendor No. 131968
	Hatch Mott MacDonald FL			Vendor No. 081206
	Volkert, Inc.			Vendor No. 220584
	American Consulting Engineers			Vendor No. 012081
	Sigma Consulting Group			Vendor No. 192991
d.	<u>Bridge Program Technical Consulting</u>			
	Hatch Mott McDonald, LLC			Vendor No. 081206

**PUBLIC WORKS BUREAU
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2013-2014**

Engineering (includes Traffic and Transportation Operations Division)

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
9. <u>Real Estate Services</u>			
<u>Real Estate Title Searches</u>			
Escarosa Land Research	\$100,000	PD 07-08.048	Vendor No. 051907
<u>Property Appraisals</u>			
a. Brantley and Associates	\$100,000	PD 10-11.030	Vendor No. 410028
b. Asmar Appraisal Company			Vendor No. 014139
c. G. Daniel Green and Associates			Vendor No. 025977
10. Roads, Inc. of NWF	\$775,000	Pending	Vendor No. 183238
OGCM Roads			
Hot In Place Resurfacing			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
11. Traffic Logix	\$150,000	n/a	Vendor No. 202308
Traffic Calming Devices			
Fund 175, Cost Center 211201/211602/211101			
Funds 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
12. Temple, Inc.	\$150,000	n/a	Vendor No. 200924
Traffic Calming Devices			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
13. Cutler Repaving, Inc.	\$500,000	n/a	Vendor No. 035849
Hot In Place Resurfacing			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
14. Pensacola Bay Transportation, LLC	\$500,000	n/a	Vendor No. 220272
Transit Management Agreement			
Fund 104, Cost Centers 320401 and 350404			
15. Ingram Signalization	\$500,000	PD 12-13.048	Vendor No. 070606
Street and Navigational Lights			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			

**PUBLIC WORKS BUREAU
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2013-2014
Road Department & Fleet Maintenance/Fuel Distribution**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
16. APAC Road Construction Materials Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 013641
17. Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 060880
18. American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 011899
19. Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$150,000		Vendor No. 220810
20. A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000		Vendor No. 010105
21. Automotive Truck & Industrial Parts ATI-NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000		Vendor No. 015006
22. Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 022300
23. Covington Heavy Duty Parts, Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 034898
24. Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 202301
25. Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 201639
26. Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000	863-000-10-1 BCC Approved State Contract	Vendor No. 410406

PUBLIC WORKS BUREAU
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2013-2014
Road Department & Fleet Maintenance/Fuel Distribution

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
27. Southern Energy Company, Inc. Gasoline and Diesel Fuel Fund 501, Cost Center 210407 (Fuel Distribution)	\$7,000,000	PD 10-11.059	Vendor No. 194108
28. R. K. Allen Oil/grease and lubricant Fund 501, Cost Center 210402 (Road Maintenance)	\$100,000	PD 10-11.042	Vendor No. 011470
29. Group III Asphalt, Inc Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 410333
30. Martin Marietta Aggregates, Inc. Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 131502
31. Pensacola Ready Mix USA Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 162690
32. Arcadia Culvert Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 013789
33. Roads, Inc. of NWF Asphalt Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 182328
34. Woerner Landscape Source Inc. Sod Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 233840
35. Suncoast Infrastructure, Inc. Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 159854

BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
] PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 1-0
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R] 131906
 MAXIM HEALTHCARE SERVICES, INC
 DBA MAXIM PHYSICIAN RESOURCES, INC
 7227 LEE DEFOREST DRIVE
 COLUMBIA MD 21046

S
H
I
P
T
O] ESCAMBIA COUNTY CORRECTIONS
 CENTRAL BOOKING AND DETENTION-
 1700 WEST LEONARD STREET
 PENSACOLA, FL 32501
 ATTN: WHITNEY LUCAS 595-3114

ORDER DATE: 05/16/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001463	REQ. DATE: 05/16/14
----------------------	-------------------------	--------------------	---------------------

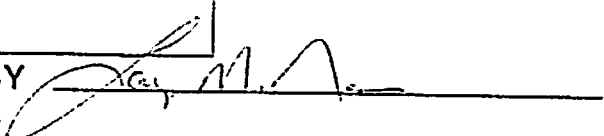
TERMS: NET 30 DAYS	F.O.B.:	DESC.:
--------------------	---------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PO TO PROVIDE FOR RN AND LPN SERVICES TO ASSIST MEDICAL STAFF AT THE ESCAMBIA CO. JAIL AS A RESULT OF RECENT FLOODING AND SUBSEQUENT DISPLACEMENT OF INMATES FRM ESC.CO.CENTRAL BOOKING FAC.	112000.0000	112,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	112,000.00
01	330491 53101	112,000.00		TOTAL \$	112,000.00

APPROVED BY

Original Purchase Order



140014637



THE JOINT COMMISSION
HEALTHCARE STAFFING SERVICES
CORPORATION

Capabilities Statement for:
Escambia County Jail
(ECBOCC)

**Maxim Staffing Solutions, a Division of Maxim
 Healthcare Services, Inc.**

Correctional Healthcare Staffing Services



Submitted by:
 David Clark, Account Manager
 Maxim Staffing Solutions
 2114 Alameda Street, Suite 1300
 Pensacola, FL 32504
 Ph. (850) 471-7020

Capabilities Statement

Maxim Staffing Solutions is a primary division within Maxim Healthcare Services, Inc., one of the nation's largest, privately-held staffing companies. Maxim possesses a rich tradition of providing superior healthcare staffing solutions to a wide variety of clients. From correctional facilities, hospitals, and military treatment facilities, to private practices, schools, and other healthcare organizations, Maxim has proven to be a reliable and dedicated partner in meeting and addressing our clients' staffing challenges. Our ability to offer "**one-stop shopping**" has produced an excellent reputation among leading correctional health systems nationwide.

Established in 1988, Maxim services every sector of the healthcare industry, including **Nurses, Physicians, Allied Health professionals, and all other Healthcare Support and Administrative staff**. Maxim offers the correctional healthcare clients an integrated staffing solution covering every unit of said client's healthcare venue. Our clients are able to select flexible job options, ranging from per diem shifts and temporary assignments to direct placement and extended-year contracts. No matter what type of position is needed or for whatever period of time, Maxim's correctional healthcare clients will receive a timely and cost-effective solution.

Incorporated in the State of Maryland, Maxim is a for-profit, private, large business company with revenues exceeding \$1 billion per year. We operate a nationwide network of **more than 400 branches** serving all 50 states. Maxim uses state-of-the-art information systems to manage and track a large unified database of more than **81,000 medical professionals**. Our database consists of Nurses, Physicians, Therapists, Administrative personnel, Healthcare Support personnel, and other specialists. Maxim is also able to customize an account management approach that provides for a single point of contact and 24/7 availability.

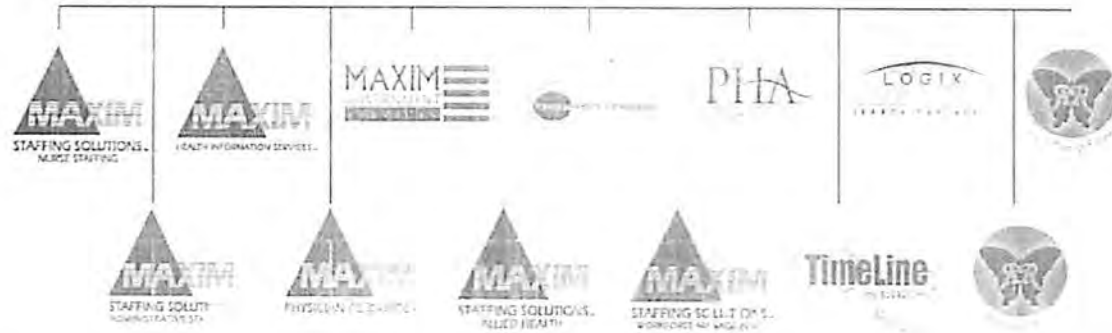
Maxim's Coast-to-Coast Presence





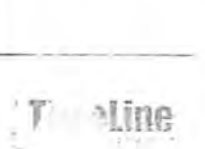


Summary of Operations

The Maxim Staffing Solutions division includes service lines that address all of the healthcare staffing needs of our clients. This is one of the unique contributions that Maxim brings to our clients. Correctional healthcare venues needing one or more types of healthcare providers can select a la carte from a comprehensive list of staffing services. In addition, our service lines offer clients ample coverage ranging from local, per diem staffing to travelers and direct placements.

Maxim Staffing Solutions Divisional Infrastructure



Service Line	Summary of Operations Infrastructure
	<p>Maxim Staffing Solutions <i>Nurse Staffing</i> recruits and retains nursing professionals to supplement the staffing needs of our clients nationwide. Maxim offers per diem, contract, temp-to-perm, and direct placement options to fulfill our clients' needs. It is our goal to ensure that our clients have access to the best nursing staff in the business.</p>
	<p>Maxim Staffing Solutions <i>Allied Health</i> staffs healthcare professionals in a variety of allied health specialties. From Therapy and Pharmacy to Technicians and Medical Assistants, Maxim works with highly qualified professionals from a broad range of medical specialties. Through our local offices, clients have access to one resource for all their staffing needs.</p>
	<p>TravelMax Nursing and Allied Health specializes in the recruitment, coordination and placement of Travel Nurses and Allied Health professionals. Through our success in the travel staffing industry, our correctional clients in remote areas can enjoy the benefit of working with qualified healthcare professionals.</p>
	<p>Maxim Physician Resources understands the unique needs of supplemental Physician staffing. Specializing in locum tenens and permanent placement assignments, our program is designed to provide the resource of finding the right-fit Physician for your facility. Through our refined recruitment strategies, we are able to work with some of the best Physicians in the industry.</p>
	<p>Timeline Recruiting specializes in (full-time) Permanent Physician Placement. Unique in the Physician recruitment industry, TimeLine offers a safe and competitive environment, powered by the finest sourcing mechanisms available. A powerful resource, TimeLine offers a "turn-key"</p>

	approach that features sophisticated lead generation and a variety of client services designed to speed physician placement.
--	--

Correctional Healthcare Experience

Rising demand for supplemental healthcare staff within the niche sector of correctional healthcare compelled Maxim to create a division focused on providing healthcare staffing services to correctional facilities. Today, Maxim is proud to be one of the few national staffing firms possessing seasoned, specialized professionals focusing on governmentally funded correctional healthcare customers. Thus, Maxim has the requisite experience providing temporary nursing services to correctional facilities including multiple State Departments of Correction across the nation.

We fully understand the intricacies of providing inmate healthcare to large populations. In particular, Maxim is proficient in the practice of *National Commission on Correctional Healthcare* (NCCHC) health care standards to all offenders, and our personnel will be able to meet NCCHC standards in addition to Escambia County Jail policies when providing nursing services to your inmate population. Additionally, Maxim Staffing Solutions has attained certification for its Facility Nurse staffing business with The Joint Commission. More than 100 branches have successfully completed the survey and audit processes with zero deficiencies across the board. Maxim's Pensacola, FL branch office is proud to be among those 100 branches. Our travel division, TravelMax, also holds the distinction of being Joint Commission certified. The Joint Commission Certification is recognized nationwide as a symbol of quality that reflects Maxim's commitment to meeting certain performance standards with our Nurse facility staffing services. Moreover, not many other correctional healthcare organizations can claim Joint Commission certification and adherence to NCCHC health care standards.

Maxim's Correctional Management Approach

As previously stated, Maxim has focused on creating a **Correctional Healthcare staffing service line** within our Maxim Staffing Solutions division. As a leader in the healthcare staffing industry, Maxim recognizes the critical nature of correctional healthcare services. We have responded and developed policies and procedures to address the complex nature of procuring and doing business with Correctional Departments, Juvenile Justice Departments and other Youth Authorities; Government Correctional Facilities such as the Federal Bureau of Prisons; County Correctional Entities like Sheriffs' Offices; and Private Correctional Healthcare Companies.

Led by **Mr. David Clark, Accounts Manager**, Maxim's Correctional Healthcare staffing service line prioritizes the development of a customized solution to meet and exceed each individual correctional client's staffing needs. Mr. Clark will serve as the lead point of contact during the solicitation process and throughout the contract's period of performance, including any resulting contract, negotiations, scheduling of meetings with Escambia County Jail representatives, and the implementation of our nursing services. During the lifetime of a contract with Escambia County Jail, he will be responsible for:

- ▲ Providing leadership, direction and resources for all contract tasks
 - ▲ Coordinating corporate and team resources
 - ▲ Ensuring program and contract performance as well as compliance with all agreed-upon schedules, budgets, and deliverables
 - ▲ Monitoring contract performance
 - ▲ Meeting performance measures for the Escambia County Jail nursing services program.
- In addition to our organizational expertise, Maxim's employees are knowledgeable and committed in servicing correctional environments.

Correctional healthcare venues across the country turn to Maxim to address their most pressing staffing challenges. For 20 years, we have been providing the competent, high quality healthcare that is a priority for the demanding daily operations of our correctional healthcare clients. Maxim possesses the unique experience and knowledge from a comprehensive medical management standpoint that we feel is vital to our success as a partner to both public and private correctional healthcare clients. As a result of Maxim's experience within the comprehensive healthcare delivery space, we fully comprehend the importance of following proper protocol when working with incarcerated populations, and we have an in-depth understanding of the intricacies of inmate healthcare delivery. Maxim now serves more than **300 correctional healthcare clients** throughout the country. These relationships exist in both the private and public sectors of the correctional healthcare industry. Below is a small sampling of Maxim's correctional customer base that benefits from our innovative, one-stop shopping services.

- | | |
|--|--|
| ▲ State of Arizona DOC | ▲ Corrections Corporation of America |
| ▲ State of Florida DOC | ▲ Cornell Companies, Inc. |
| ▲ State of Wisconsin DOC | ▲ Youth Services International |
| ▲ State of Oregon DOC | ▲ MHM Services, Inc. |
| ▲ State of California DOC & Rehabilitation | ▲ Armor Correctional Health Services, Inc. |
| ▲ State of Alabama DOC | ▲ Prison Health Services, Inc. |
| ▲ State of Michigan DOC | ▲ Wexford Health Sources |
| ▲ State of Alaska DOC | ▲ NaphCare, Inc. |
| ▲ State of Ohio DOC | ▲ First Medical Management |
| ▲ State of Utah DOC | ▲ Florida's Department of Juvenile Justice |
| ▲ Oregon Youth Authority | ▲ Correct Care Solutions, LLC. |
| ▲ Arizona's Department of Juvenile | ▲ Georgia Correctional Health Services |
| ▲ Georgia's Department of Juvenile Justice | ▲ Correctional Medical Services, Inc. |
| ▲ The Geo Group, Inc. | ▲ University of Texas Medical Branch |

Correctional Healthcare Experience Summary

Maxim believes that statewide partnerships that rely upon sound geographic and operational capabilities command a management approach, one that Maxim has long embraced. As evidenced by Maxim's performances in the States of Colorado, Oregon, Florida, Washington, and many others, Maxim possesses the physical and operational capabilities to manage large-scale, supplemental staffing statewide contracts.

Complementing these capabilities is the industry-recognized reputation of top-notch customer service and quality service delivery that our clients have come to expect from Maxim. Maxim's culture of high caliber customer service, united with a systematic management approach, continues to promote mutually beneficial outcomes for our customers and our healthcare professionals. Our national presence within the Correctional Healthcare arena spans far beyond the few examples we have outlined in this proposal. Maxim's correctional healthcare experience extends to the Federal Government, other state and County Governments, and many private-sector customers.

In addition to our organizational expertise, Maxim's employees are knowledgeable and dedicated in servicing correctional healthcare environments. Our employees are instructed to work closely with each healthcare venue's Administrators to ensure that assigned medical professionals are adequately prepared to work with your inmate population. Maxim's experienced professionals have a thorough understanding of inmate healthcare and value the importance of following proper federal, state, county-specific, and contract-specific protocols and practices when working with incarcerated populations of all ages.

Another reason why Maxim is the preferred provider of correctional healthcare services to correctional healthcare venues is attributed to our recruitment capabilities. We place a high premium on recruiting and staffing candidates who are experienced in working in correctional healthcare environments. Many of our medical professionals have gained hands-on experience by treating a variety of inmate populations while on assignment. As a result of their experience, they are able to provide expertise and insight to all of our staff. When placing candidates, Maxim prefers assigning medical professionals who have experience or who are currently working in a correctional healthcare venue. Our longstanding relationships with organizations such as NCCHC (National Commission on Correctional Healthcare) have greatly contributed to our ability to attract top healthcare professionals from within the correctional healthcare arena.

Quality Assurance Practices

Industry-Recognized Quality Standards: Maxim has attained certification from the prestigious Joint Commission for our "Facility Nurse Staffing" business line. Every branch has successfully completed the survey and audit processes with impressive results. Maxim is proud to have achieved zero

Maxim has earned the Joint
Commission's Gold Seal of
Approval



The Joint Commission
Healthcare Staffing Services

deficiencies across the board—an unprecedented distinction. The Joint Commission is an independent, not-for-profit organization, and one of the predominant standards-setting and accrediting bodies in healthcare. Its comprehensive certification process evaluates an organization's compliance with standards that focus on ensuring and improving the quality and safety of care provided by healthcare organizations. Joint Commission certification is recognized nationwide as a symbol of quality that reflects an organization's commitment to meeting certain performance standards.

Stringent Hiring Practices: Maxim adheres to unyielding standards for hiring and maintains equally stringent conditions for employment. We believe that our healthcare professionals are a direct reflection on our reputation and level of quality we provide. Candidates for healthcare employment must successfully meet the following requirements prior to employment.

Screening Criteria	Nursing Professionals	Allied Health Professionals	Physicians
Completed Application/Interview	✓	✓	✓
License/Certification Verification	✓	✓	✓
Background Check	✓	✓	✓
Reference Checks	✓	✓	✓
Supporting I-9 Documentation	✓	✓	✓

Maxim's Nurses and Allied Health professionals also undergo comprehensive competency assessments which consist of practical, written, and oral tests. Candidates receive the test, expertise, licensure, or certification requirements. In order to be considered for employment with our company, Maxim requires that successful applicants score at least 80 percent on each of their competency assessments. In addition, candidates complete a Skills Checklist that identifies their levels of proficiency and knowledge with the position's responsibilities. Maxim stores each candidate's completed assessments and checklists in their personnel file for future reference.

License/Certification Verification Procedure: Maxim verifies the credentials and licenses of employees upon hire and thereafter on an annual basis. We document the expiration dates of each license and certificate in our internal database. The database automatically alerts our staff when an employee's license is due to expire. We then notify the employee regarding their license. If an employee fails to return the updated information prior to the end of the month of expiration, Maxim then changes the employee's status to active restricted. Employees with expired licenses or certifications are not eligible to provide healthcare services to our clients.

Background Investigation: Prior to completing the hiring process Maxim will complete Nationwide Criminal Background investigations on all personnel. In addition to the CBI, the General Services Administration Search (GSA), Office of Inspector General (OIG) search and National Sex Offender Public Registry (NSOPR) search are conducted; in order to help ensure the hiring of qualified personnel.

Orientation/Training: Maxim provides orientation for all healthcare professionals during their initial stages of employment. Orientation is tailored per profession and is geared toward familiarizing employees with Maxim's policies and procedures, as well as those of our clients. Prior to the start of services, Maxim will review any client-specific or contract-specific materials with our employees. Only employees who completed orientation are eligible for assignment.

HIPAA Compliant: Maxim is fully compliant and strictly abides by the rules and regulations of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 (HIPAA). In instances where Maxim receives protected health information (PHI) from clients, we comply with the applicable provisions of the Administrative simplification section of HIPAA, and the requirements of any regulations promulgated via HIPAA. We have implemented appropriate safeguards to prevent the use or disclosure of a patient's PHI.

Industry Leadership

Correctional facilities that require the recruitment of qualified medical professionals are all competing for candidates that are very difficult to recruit. Maxim Healthcare Services has spent two decades developing comprehensive recruitment and retention campaigns to attract and retain the most qualified and experienced medical professionals in nearly every state. As a result of our efforts we are able to offer our correctional healthcare clients a one-stop shopping solution to specifically meet their healthcare challenges. Maxim is one of the most reliable and successful staffing providers for correctional facilities across the country.

- ▲ Maxim has 20 years of correctional and medical facility staffing experience.
- ▲ Maxim holds certification from The Joint Commission with zero deficiencies for every branch.
- ▲ Maxim has a nationwide network of more than 400 branches covering all 50 states and territories.
- ▲ Maxim's clients can request staff 24-hours a day, 7 days a week.
- ▲ Maxim's medical professionals undergo thorough pre-employment screening that includes criminal background checks, professional reference checks, competency assessments, and proof of appropriate licensure.
- ▲ Maxim is an industry leader in employing more than 81,000 personnel versus engaging subcontractors.

- ▲ Maxim houses state-of-the-art billing and scheduling applications, which allow for customized reporting and invoicing options for our clients.
- ▲ Maxim is privately owned, not franchised; has employee stock ownership; and promotes from within. These factors directly correlate to a higher level of customer service, client satisfaction, employee satisfaction, and consistency within our organization.
- ▲ Maxim's ongoing commitment to recruitment and retention ensures availability of staff and dependability of services.

Correctional facilities in need of a healthcare staffing provider can depend on Maxim to meet their needs, despite the odds. This is as a result of our expertise and knowledge of the correctional healthcare system, our ability to recruit candidates with correctional healthcare experience, and our customized approach to delivering a staffing solution that targets every potential healthcare vacancy in a correctional facility. Maxim's 300 plus correctional healthcare clients can attest to our proven methods for attracting and retaining quality healthcare professionals and our ability to satisfy their expectations in a timely and efficient manner. Correctional facilities all across the country can trust Maxim to deliver quality, affordability, and dependability.

“Maxim’s Mission is to provide reliable, safe and patient-centered care through innovation and efficient care delivery models.”

Escambia County Jail

With service from our Pensacola office, Maxim Staffing Solutions; Correctional Healthcare can provide the necessary recruitment and placement of nursing professionals for Escambia County Jail. We offer outstanding customer service to our clients as well as offering “Outside the Box” ideas when it comes to providing the best solutions possible for our clients as it pertains to providing medical professionals to their facilities.

Pricing for Nursing Services

LOCAL NURSING RATES

Service	Weekday Rate	Weekend Rate
Advanced Registered Nurse Practitioner (ARNP)	\$70.00/hr	\$70.00/hr
Registered Nurse (RN)	\$40.00/hr	\$40.00/hr
Licensed Practical Nurse (LPN)	\$30.00/hr	\$30.00/hr
Certified Medical Assistant (CMA)	\$21.00/hr	\$21.00/hr
Emergency Medical Technician (EMT)	\$26.00/hr	\$26.00/hr

*Additional medical positions can be added at a later date if needs arise

Options for services include:

- Per Diem
- Contract (13weeks)
- Temp to Perm
(After 520 hours worked, employee converts to client with no additional charge)
- Direct Hire *
(Direct Hire payment can be amortized over an agreed upon number of weeks)

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 080064
 HDR ENGINEERING INC
 25 W CEDAR STREET STE 200
 PENSACOLA FL 32502-5945

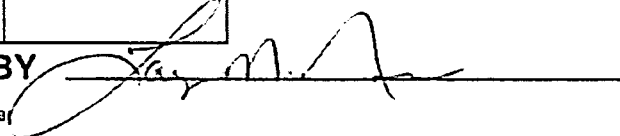
S
H
I
P
T
O
 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 05/20/14 BUYER: PAUL NOBLES REQ. NO.: 14001470 REQ. DATE: 05/19/14

TERMS: NET 30 DAYS F.O.B.: N/A DESC.: PD 02-03.79

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CONTACT ROBIN LAMBERT AT 595-3412 WITH ANY QUESTIONS					
01	1.00	LOT	CONTRACT PD 02-03.79.15.45.ENG "EMERGENCY SERVICES FLOOD 2014"	98600.0000	98,600.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	98,600.00
01	330491 56301	98,600.00		TOTAL \$	98,600.00

APPROVED BY 



TASK ORDER – PD 02-03.079.15.45.ENG
EMERGENCY SERVICES
FLOOD 2014

1.0 Authorization

This task order is issued under approval of the Board of County Commissioners, Escambia County, Florida in compliance with the provision of the code of ordinance chapter 46, Article II, Sec. 46-83 Emergency Purchases under the declaration of emergency by the Board of County Commissioners effective April 30, 2014 for the flood of 2014 and under the terms and conditions of Contract No. PD 02-03.079 Professional Services Agreement and Consultant Task Order.

2.0 Scope

Under this Task Order, HDR will assist the County in coordination of the County's emergency response and recovery activities associated with the April 29, 2014 Flooding event. Services provided shall include:

- o Assisting the County Road Department with recovery activities including organizing damaged sites into specific projects;
- o Coordinating County activities with FDOT, ECUA, FHWA, FDEM, FEMA and other agencies for specific projects;
- o Emergency engineering assessments to include site visits and engineering analysis of damaged infrastructure for specific projects;
- o Procurement and program management assistance for specific projects;
- o Debris removal consultation;
- o Assisting the County in documenting and organizing cost data, FEMA project worksheets, FHWA DDIRs, etc.; and
- o Other response and recovery activities as requested by the County.

Activities shall be performed in consultation with the Escambia County Public Works Department.

3.0 Schedule

Work activities shall be discussed and scheduled with the Public Works Department.

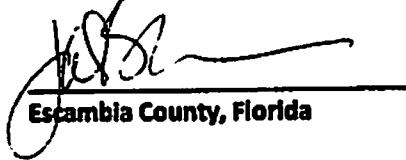
4.0 Compensation

This Task Order is issued for a Lump Sum of \$98,600. Invoices may be submitted for payments subject to the terms and conditions of PD02-03.079.

5.0 Progress Meetings

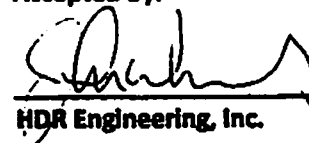
The HDR Project Manager shall schedule progress review meetings with the County project manager as necessary.

Issued by:


Escambia County, Florida

5-1-14
Date

Accepted by:


HDR Engineering, Inc.

as of 5/1/14
Date

**HDR ACTIVITIES/SALARIES FEE COMPUTATIONS FOR
Escambia County Disaster Recovery April 29th Storm**

ACTIVITY	Project Principal		Senior Engineer		Professional Engineer		Socruit		Specialist		III		Administrative		Acquy Fee	Maximum By Activity	Average Hourly Rate
	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate			
HDR LUMP SUM TASKS																	
Disaster Recovery Program Management	100	\$ 318.01	40	\$ 229.87	100	\$ 128.13	18	\$ 107.21	100	\$ 152.44	10	\$ 88.77	56	\$ 115.89	\$ 9,178.54	570	\$ 164.41
HDR TOTALS	100	\$ 318.01	40	\$ 229.87	100	\$ 128.13	18	\$ 107.21	100	\$ 152.44	10	\$ 88.77	56	\$ 115.89	\$ 9,178.54	570	\$ 164.41

CONTRACT FEE SUMMARY

Lump Sum Tasks \$ 91,728.54
 HDR Task I - Program Management \$ 4,871.46
 Allowance \$ 96,600.00
 Total Limiting Amount: \$ 96,600.00

calculations verified 05/19/2014

R. J. ...
 (Signature)

Printed on 05/19/2014
 05:19:46 PM
 11/18/2014

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 164749
 ATKINS NORTH AMERICA INC
 2114 AIRPORT BLVD STE 1450
 PENSACOLA FL 32504

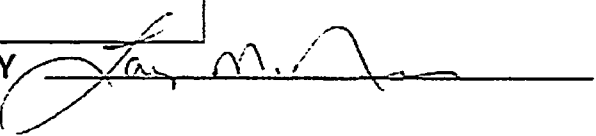
S
H
I
P
T
O
 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 05/20/14	BUYER: PAUL NOBLES	REQ. NO.: 14001484	REQ. DATE: 05/19/14
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 02-03.79
--------------------	-------------	--------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
IF YOU HAVE ANY QUESTIONS PLEASE CONTACT ROBIN LAMBERT AT 850.595.3412					
01	1.00	LOT	TASK ORDER NO.02.3.79.25.13.ENG "EMERGENCY SERVICES FLOOD 2014 PRELIMINARY ENGINEERING ASSESSMENT FOR BLUE SPRINGS TEMPORARY REPAIR (CRESCENT LAKE.)	63499.8500	63,499.85

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	63,499.85
01	330491 56301	63,499.85		TOTAL \$	63,499.85

APPROVED BY 
 Original Purchase Order



TASK ORDER - PD 02-03.79.25.13.ENG

EMERGENCY SERVICES FLOOD 2014
PRELIMINARY ENGINEERING ASSESSMENT FOR BLUE SPRINGS TEMPORARY REPAIR
(CRESCENT LAKE)

1.0 Authorization

This task order is issued under approval of the Board of County Commissioners, Escambia County, Florida in compliance with the provision of the code of ordinance chapter 46, Article II, Sec. 46-83 Emergency Purchases under the declaration of emergency by the Board of County Commissioners effective April 30, 2014 for the flood of 2014 and under the terms and conditions of Contract No. PD 02-03.079 Professional Services Agreement and Consultant Task Order.

2.0 Scope

Under this Task Order, the Engineer (Atkins North America, Inc.) will provide the Escambia County Public Works Department, Engineering Division with Preliminary Engineering Assessment for Blue Springs Temporary Repair (Crescent Lake). This is for Emergency Services for the Flood Event of April 2014. (See attached Scope of Services dated May 1, 2014).

3.0 Schedule

This Task Order shall be completed within 120 calendar days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount of \$23,544.85, surveying in the amount of \$28,138.00 and public involvement in the amount of \$11,775.00, for a total task order amount of \$63,499.85. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.079.

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss study progress and alternatives.

Issued by:

Jay Turner
Escambia County, Florida

5/19/14
Date

Accepted by:

[Signature]
Atkins North America, Inc.

5/19/14
Date

Escambia County, Florida
Blue Springs Drive Emergency Roadway, Drainage and Utility Repair
Scope of Services

May 1, 2014

On April 29 and 30 2014, Escambia County was again struck with catastrophic rainfall, in excess of 20 inches. The amount of rain that fell in one hour at the nearby Pensacola International Airport station—5.68 inches—was a one-in-200- to one-in-500-year event, and resulted in a blow-out of the storm drain system along Blue Springs Drive in the Crescent Lake neighborhood. The existing system utilized curb and gutter with inlets to collect and convey the runoff to an outfall at Crescent Lake. During the rain event on April 29/30, the drainage system was overwhelmed with stormwater flowing several feet deep down Blue Springs Drive from Clearwater Avenue to East Shore Drive and directly into Crescent Lake. Flowing runoff behind the curb caused the roadside slopes to erode and ultimately caused the roadway to fail. The existing 30 inch stormwater pipe (concrete) also settled and failed during the rain event.

The following is a Scope of Services, which defines measures necessary to aid Escambia County to provide a short term repair of Blue Springs Avenue to bring the roadway into safe compliance as quickly as possible. Hereinafter all references to County will mean Escambia County and all references to the Consultant will mean Atkins. The fee negotiated for this project includes all incidental expenses such as cost of plan reproduction and mileage to field reviews and meetings, etc.

The Consultant shall design and prepare construction documents for the drainage and roadway improvements. This project will include the following tasks:

1. Survey
2. Design
3. Construction plans and specifications.
4. Public Involvement coordination services

Tasks under this Scope of Service include:

TASK 1 – SURVEY

Pitman, Glaze & Associates will establish horizontal and vertical control pick up topographic features along the damaged Blue Spring Drive from East Shores Drive (including the drainage outfall at Crescent Lake) to east of Clearwater Drive. Utility locations will be surveyed. Significant trees, above ground appurtenances, drainage structures, high water marks and finished floor elevations shall also be surveyed. Attached is Pitman, Glaze and Associates, Inc. detailed scope and fee.

TASK 2 – DESIGN

Preliminary Engineering Assessment

Photo documentation of damage resulting from storm event. Preliminary evaluation of cause and mitigation to provide temporary fix. Provide preliminary cost to provide temporary repair to utilize facility until permanent fix. Provide a preliminary report to County.

FIELD REVIEW/DRAINAGE DESIGN

The Consultant will field review the damage along Blue Springs Drive with county and contractor and assist county in evaluating/prioritizing critical construction elements.

The Consultant shall work closely with the county to review the existing stormwater trunk line along Blue Springs Drive from Clearwater to the outfall at Crescent Lake. The county will use their pipe camera system to review the pipes for damage and/or clogging and to determine if the trunk line can be salvaged and left in place. The Consultant shall at a minimum provide a design that matches prior conditions as closely as possible.

ROADWAY DESIGN

The original construction plans had a standard typical roadway section that included two 11 foot lanes with Pensacola curb (2'6") on each side of the roadway. Consultant shall design Blue Springs Drive consistent with the original profile and typical roadway section unless directed otherwise by the County.

The existing R/W is designated at 60 feet wide, however, due to the width of damage along the roadway there is a possibility that emergency construction will be required outside of the existing County R/W. At these locations the Consultant will ask adjacent property owners to sign a right of entry to re-construct driveways, earthwork and grassing.

UTILITY COORDINATION

Currently, many of the existing utilities are exposed due to the significant erosion along Blue Springs Drive. It is expected that the existing sewer line and manholes will be completely reconstructed where exposed along with the water lines feeding the adjacent property owners. Only short duration water and sewer service interruptions will be allowed during reconstruction so to allow the adjacent property owners to continue to reside in their homes during construction. The Consultant will review the existing utility locations and coordinate closely with the utility owners and contractor during construction to minimize further damage to utilities during reconstruction. Coordinate with utility agencies based on impacts, concerns, or potential construction conflicts. Conduct two (2) utility design meetings and up to five (5) field review meetings.

TRAFFIC CONTROL

The Consultant shall prepare construction plans in a manner that will allow emergency vehicles to traverse Blue Springs Drive during re-construction and allow continuous access by residents. A stabilized, temporary emergency access road may need to be delineated along the

south side of the road for possible construction, as determined by the county.

TASK 3 – CONSTRUCTION PLANS AND SPECIFICATIONS

The Consultant will prepare four sets of 11" x 17" construction plans for the project. The plans shall include a key sheet, roadway typical section with pavement design. Pavement design will include the use graded aggregate base as per county standards not sand-clay base as per the original plans, plan-profile sheets with new sanitary sewer elevations and showing water lines and utilities. The construction plans shall be submitted as 100% and final plans.

TASK 4 – PUBLIC INVOLVEMENT COORDINATION SERVICES

Provide public involvement support to Escambia County for three weeks. Includes contacting all residents along Blue Springs Drive impacted by construction, providing updated construction information to residents, obtaining right of entry to complete work outside County right of way and conducting neighborhood meetings. EPR will provide these services as a subconsultant. EPR's detailed scope and fee is attached.

ADDITIONAL SERVICES

Services authorized by the County other than those specifically listed above shall be considered additional services and the Consultant shall be compensated as described in the Fee Summary. Additional services may include, but are not limited to the following:

1. Prepare construction plans for the sections of Roadway outside the limits as described in this task work order. Fee will be negotiated if the services are deemed necessary by the County.
2. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to circumstances beyond the control of the Consultant.
3. Providing services of professional consultants (environmental professionals for unknown contamination assessments, etc.) other than as is specifically provided for under this scope of services.
4. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to this scope of services.
5. Complete basin hydraulic analysis and modeling to evaluate and model the April 29/30 storm event in relation to the basin characteristics. Based on the basin modeling, develop recommendations along with costs for mitigating future flooding within the basin.
6. Evaluate damage to Crescent Lake weir structure and develop a design for repairing such facility.

7. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.

CLIENT RESPONSIBILITIES

1. Designate in writing a person to act as the County representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and make decisions.
2. The County shall pay all filing and permit fees and advertising, not covered by allowance under this task order.
3. The County shall provide the Consultant with all available site data. This may include cadd files, GIS data, utility markups, geotechnical information and/or field notes.

**Escambia County
Blue Springs Drive Emergency Roadway, Drainage and Utility Repair
Fee Summary (Design inside and outside R/W are separated below)**

Tasks	Totals
1.0 Survey (Pitman-Glaze) (Limiting Amount) ▪ Blue Springs Drive - \$28,180	\$28,180.00

Tasks	Totals
2.0 Design	
2.0 a - Inside the R/W	12,764.62
2.0 b - Outside the R/W	1,000.00
3.0 Construction Plans and Specifications	
3.0 a - Inside the R/W	\$8,780.23
3.0 b - Outside the R/W	\$1,000.00
4.0 Public Involvement Coordination Services (EPR)	\$11,775.00
Total^{1,2,3}	\$35,319.85

¹Payment shall be made on a lump-sum basis including expenses. Invoices shall be submitted to CP monthly and shall reflect amounts due based on percent complete for each task. Additional Services shall be negotiated on a lump sum basis.

²Normal expenses include out-of-pocket expenditures such as copying, telephone, travel, and express mail. Reproduction of multiple plans has not been included and, if required, shall be billed separately.

³Each task, including expenses, has been estimated and any overage/underage shall be applied to the remaining tasks with a maximum not-to-exceed total fee without CP authorization.

**Blue Springs Drive Emergency Roadway Design Repair Estimate
Summary Fee Sheet**

Scope Task	ACTIVITY	Project Manager		Sr. Engineer		Project Engineer		Sr. Env. Scientists		Sr. Designer		Administrative		TOTAL		
		Rate/Hr.	Cost by MAN Pos & Act	Rate/Hr.	Cost by MAN Pos & Act	Rate/Hr.	Cost by MAN Pos & Act	Rate/Hr.	Cost by MAN Pos & Act	Rate/Hr.	Cost by MAN Pos & Act	Rate/Hr.	Cost by MAN Pos & Act	Rate/Hr.	Cost by MAN Pos & Act	AVG. HRLY. SALARY COST BY ACTIVITY
1	Surveying (Phase-0/1)															
2	Design		\$1,172.00	24	\$1,060.00	04	\$2,432.00	80.00	80.00	10	\$33.00	4	\$32.00	130	\$3,088.00	\$43.41
3	Construction phase		\$260.00	24	\$1,060.00	54	\$2,652.00	80.00	80.00	8	\$270.00	2	\$48.00	90	\$3,010.00	\$40.18
	TOTALS			48		118		0		16		6		210	\$3,794.00	\$41.45
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES																
Task	TOTAL CONTRACT FEE COMPUTATIONS															
1	Surveying (Phase-0/1)	\$26,180.00														\$26,180.00
2	Design	\$13,764.00														\$13,764.00
3	Construction phase	\$8,780.25														\$8,780.25
4	Public Involvement Coordination (EPR)	\$11,775.00														\$11,775.00
			TOTAL ACTIVITY SALARY COSTS (A) OVERHEAD ADDITIVE: (1) ADMIN/GENERAL 150.25% SUBTOTAL (SALARY + OVERHEAD) \$13,778.41 (2) LUMP SUM FOR OPERATING MARGIN 12.00% SUBTOTAL (SALARY RELATED COSTS) \$22,480.25 (3) DIRECT REBURSABLES (OUT OF POCKET) 0.00% SUBTOTAL (SALARY RELATED COSTS) \$23,534.83 (4) Facilities Capital Cost of Money (F.C.C.M.) 0.253% SUBTOTAL (COST ELEMENTS APPLIED TO BASIC ACTIVITIES) \$23,844.85 (5) Expense Survey (P&I) \$26,180.00 (6) SUBCONSULTANTS Public Involvement (EPR) \$11,775.00 SUBTOTAL \$63,489.83													
TOTALS		\$60,499.25														\$60,499.25

**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

May 6, 2014

Jeff Helms
Aukus
2114 Airport Blvd., Suite 1450
Pensacola, FL 32504

Ref: Crescent Lake - Blue Springs Avenue

Dear Mr. Helms:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Topo - face of house to face of house on Blue Springs Avenue - from Clearwater Avenue to East Shore Drive - Fairview Drive from Lagoon Drive to Artesian Avenue - washout area north of Blue Springs between Fairview & East Shore, East Shore from Blue Springs to 500' north - SPC 83/90, NAVD 88

Field Work

	<u>Hours</u>	<u>Cost</u>
1. Horizontal Control (establish R/W)	16 hrs.	
2. Vertical Control (NAVD 88)	6 hrs.	
3. Locate improvements front of houses/utilities/trees	32 hrs.	
4. Topo shots (30' grid)	60 hrs.	
5. Upstream and downstream utility location	24 hrs.	
6. FFE on all houses	<u>16 hrs.</u>	
Total Field Crew	162 hrs.	\$21,060.00

Office Work

	<u>Hours</u>	<u>Cost</u>
3. Drafting/calculations/research	64 hrs.	\$3,520.00
4. Professional Land Surveyor/Supervision	40 hrs.	\$3,600.00

Grand Total **\$28,180.00**

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you.

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and exercise notice to proceed please sign, date, and return _____
Signature and Date

*Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This expresses an annual percentage interest rate of eighteen percent.

† 5700 N. Davis Hwy., Ste. 3, Pensacola, FL 32503 † ph (850) 434-6666 † fx (850) 434-6661 †
† www.pitmanglaze.com † email: pgsurvey@bellsouth.net †



May 06, 2014

Jeff Helms, PE
Vice President
Atkins Global
2114 Airport Boulevard, Suite 1450
Pensacola, Florida, 32504

Subject: Crescent Lake Emergency Construction Project
Scope and Fee Proposal

Dear Mr. Helms:

Engineering & Planning Resources, P.C. (EPR) is pleased to provide you with the following proposal to execute public involvement services required for Crescent Lake Project. This document outlines the team's planned efforts to engage and inform the public throughout the duration of the Crescent Lake emergency response project. The specific scope of work and fee proposal is as follows:

SCOPE OF WORK

Based on previous discussions and comments from Escambia County and the Atkins Global regarding the public involvement efforts, it is our understanding that we will perform the following tasks:

Tasks:

- Notify affected property owners of the emergency construction project and its possible impacts while communicating its schedule and determining the needs of the public. This will be completed by having two public information (PI) staff members on site for the first three days of the project (five hours each), then scaling down to one PI staffer per day for four hours per day (two hours in the morning and two in the afternoon).
- Host two on-site public neighborhood meetings - initial and interim - to provide information to the public regarding the temporary haul road and to disseminate other time sensitive information. The first meeting will be held on May 7, 2014 and the second approximately 14 days later.
- Provide two-way communication venue for achieving effective community awareness and a means for issues resolution. This will be achieved through the production and hand delivering of weekly flyers and a bi-weekly web posting. The flyers will contain project schedule, information and a
-



frequently asked questions (FAQ) section. The FAQ will be added to display and answer resident's typical questions and provide important numbers.

- Ensure, coordinate and document public awareness of the project.
- Document and address controversial issues during the project and communicate those issues to the Atkins via email and on site. The documentation will contain, for your review, answers/direction to particular questions.
- Complete the County's access survey by assisting residents in completing the form and delivering completed forms to the proper department.
- Inform stakeholders of the maintenance of traffic and construction impacts and providing a means of comment resolution.
- Staff Escambia County Outreach Center for four days at a minimum of four hours per day not to exceed 12 hours per day. Staff located at the outreach centers shall provide phone number and information to individually connect residents with available social services agencies or volunteer organizations (if available).

FEE AND SCHEDULE

Given notice to proceed, we will undertake the above-summarized services for a lump-sum fee of \$11,775.00 and provide the deliverables during twenty-eight days from notice to proceed. EPR will invoice Atkins Global at the initial and final completion of each task. Payment shall be due within 14 days of receipt of invoice. Services over the agreed upon amount will be billed at an hourly rate of \$135.00 per hour plus expenses.

CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the contract agreement at your convenience. Receipt of the executed agreement will be our Notice to Proceed.

EPR appreciates this opportunity to be of service to you. If you have any questions regarding this proposal, please feel free to contact me at your convenience.

Very truly yours,
ENGINEERING & PLANNING RESOURCES, P.C.



Principal

Agreed to this _____ day of _____, 2014

Mr. Helms

By: _____

Title: _____

Escambia County Public Works Department
 Engineering Division
 3363 W. Park Place
 Pensacola, Florida 32505

02-03-2014 13.08

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Blue Springs Temporary Repair - Crescent Lake
 Project ID: ENGL0000414-01
 Location: Blue Springs Ave
 Project Manager: Jeremy King
 Date: 5/19/2014

Joy Jones 5/19/14
 Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This new task order provides funding for preliminary engineering assessment, survey, temporary roadway repair plan, utility repairs, public involvement, and final restoration plans of the damaged area in Crescent Lake around Blue Springs Dr. The total fee for the task order is \$63,499.85. Total contract duration is 120 days.

Attached backup documentation _____ page (s).
 RFF/NTP Start Date _____ or Upon issuance of Notice to Proceed
 Time shall be increased/decreased by _____ calendar days.

		Obigated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD _____	Contractor _____		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD _____	Consultant <u>Atkins</u>		\$ 63,499.85
Funds for Original Work Order			
Funds for Change Order #			
Contract PD <u>10-11.065</u>	Contractor _____		
Funds for Contingency	Consultant _____		
Funds for Permit Fees	Agency _____		
Funds for Land Purchases	Owner _____		
Funds for Title Work	Company _____		
Contract PD _____	Contractor _____		
Funds for _____			
Now Balance of CIP Project		\$.	\$ (63,499.85)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount
			Transfer	

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Passed to Expedition
 Clerk

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N
 V
 O
 I
 C
 E

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
 E
 N
 D
 O
 R

080064
 HDR ENGINEERING INC
 25 W CEDAR STREET STE 200
 PENSACOLA FL 32502-5945

S
 H
 I
 P
 T
 O

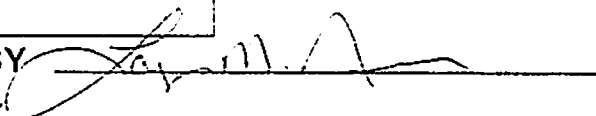
ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 05/20/14 BUYER: PAUL NOBLES REQ. NO.: 14001496 REQ. DATE: 05/19/14

TERMS: NET 30 DAYS F.O.B.: N/A DESC.: PD 02-03.79

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CONTACT ROBIN LAMBERT AT 595-3412 WITH ANY QUESTIONS					
01	1.00	LOT	TASK ORDER PD 02-03.79.15.48.ENG "EMERGENCY SVCS FLOOD 2014 ESCAMBIA COUNTY STORMWATER POND DAMAGE ASSESSMENT"	119424.0600	119,424.06

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	119,424.06
01	330491 56301	119,424.06		TOTAL \$	119,424.06

APPROVED BY 
 Original Purchase Order



TASK ORDER - PD 02-03.79.15.48.ENG

EMERGENCY SERVICES FLOOD 2014
ESCAMBIA COUNTY STORMWATER POND DAMAGE ASSESSMENT (APRIL 29TH
STORM EVENT)

1.0 Authorization

This task order is issued under approval of the Board of County Commissioners, Escambia County, Florida in compliance with the provision of the code of ordinance chapter 46, Article II, Sec. 46-83 Emergency Purchases under the declaration of emergency by the Board of County Commissioners effective April 30, 2014 for the flood of 2014 and under the terms and conditions of Contract No. PD 02-03.079 Professional Services Agreement and Consultant Task Order.

2.0 Scope

Under this Task Order, the Engineer (HDR Engineering, Inc.) will provide the Escambia County Public Works Department, Engineering Division with stormwater pond damage assessment. This is for Emergency Services for the Flood Event of April 2014 (See attached Scope of Services).

3.0 Schedule

This Task Order shall be completed within 240 calendar days from the issuance of the Notice to Proceed.


4.0 Compensation

This Task Order is issued for a lump sum amount of \$119,424.06. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

5.0 Progress Meetings

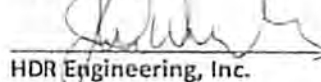
The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss study progress and alternatives.

Issued by:


Escambia County, Florida

Date

Accepted by:


HDR Engineering, Inc.

Date

5/14/14

Scope Of Work
Escambia County Stormwater Pond Damage Assessment (April 29th Storm)

Introduction

A major storm hit Escambia County on April 29, 2014 dropping more than 20 inches of rainfall over a 24-hour period. Rainfall caused widespread damage to roadways, storm water ponds, storm water conveyance systems, property, and other infrastructure. As a result of the storm damage, Governor Rick Scott issued a state of emergency and requested federal assistance. This task work order is for damage assessment of 182 County maintained ponds as a result of the April 29th storm event.

HDR will assist the County in evaluating damage to 182 stormwater pond sites. The tasks to be provided by HDR will include:

1. Site visit to each pond location to document the following:
 - a. Damage to pond side slopes, berm, driveway, fence and/or infrastructure associated with the pond.
 - b. Condition of inlet and outfall structure.
 - c. Presence of excessive debris or sedimentation requiring maintenance.
2. Coordinate with County Maintenance to review maintenance records to identify known pre-storm damage.
3. Coordinate with County to obtain existing pond plans.
4. Create a priority list for pond site repair and/or maintenance.
5. Make repair recommendations.
6. Prepare a report of findings.
7. Estimate repair cost using the County Pricing Agreement.

Hydraulic analysis of ponds or recommendations for improvements is not included in this scope of work.

Fee for Services

This task work order is \$119,424.06.

**HDR ACTIVITIES/SALARIES FEE COMPUTATIONS FOR
Escambia County Pond Damage Assessment**

ACTIVITY	Project Principal		Senior Engineer		Project Engineer		Junior Engineer/GIT		Administrative		Activity Fee	Members By Activity	Average Hourly Rate
	Min-Hours	Hourly Rate	Min-Hours	Hourly Rate	Min-Hours	Hourly Rate	Min-Hours	Hourly Rate	Min-Hours	Hourly Rate			
HDR LUMP SUM TASKS													
Pond Damage Assessment	24	\$ 211.03	21	\$ 224.87	406	\$ 135.29	189	\$ 95.19	49	\$ 115.89	\$ 119,824.06	972	\$ 122.86
HDR TOTALS	24	\$ 211.03	21	\$ 224.87	406	\$ 135.29	189	\$ 95.19	49	\$ 115.89	\$ 119,824.06	972	\$ 122.86

CONTRACT FEE SUMMARY

Lump Sum Tasks

HDR Task - Pond Damage Assessment

Total Limiting Amount: \$ 119,824.06

*Escambia County
5/17/14
K. Johnson*

TASK LIST
Escambia County Pond Damage Assessment

Program Management

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
					Project Engineer
Pond Site Visit	EA	182	2	364	Includes Travel Time
Coordination with County Maintenance	EA	182	1	182	Includes Record Review
Coordination with County Engineering	LS	1	16	16	Assumes County Performs Record Search
Create a Priority List	LS	1	40	40	
Repair Recommendations	LS	1	40	40	
Report of Findings	LS	1	60	60	
Estimate Repair Cost	EA	182	1	182	
Subtotal				884	
Quality Control	5%			44	
Supervision	5%			44	
TOTAL				972	

**Escambia County Design, Engineering and Inspection Services
Audited Rate Calculation for HDR Engineering, Inc.**

Audited Rates	HDR	Contract Maximum
Overhead	168.00%	166%
FCCM	0.15470%	1.60%
Direct Expense Rate	0.00%	n/a
Contract Profit	12.00%	12%

Category	Base Rate	Proposed Billing Rate
Project Principal	\$ 76.93	\$ 231.03
Senior Engineer	\$ 75.21	\$ 225.87
Project Engineer	\$ 42.67	\$ 128.13
Scientist	\$ 35.70	\$ 107.21
Specialist	\$ 50.76	\$ 152.44
Junior Engineer/Designer	\$ 29.56	\$ 88.77
Administrative	\$ 38.59	\$ 115.89

Billing Rate = Base Rate x ((FCCM + DER) + (1 + OH) + ((1 + OH) x CP))

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 041206
 DEWBERRY CONSULTANTS LLC
 8401 ARLINGTON BLVD
 FAIRFAX VA 22031

S
H
I
P
 ADMIN SERVICES/MANAGEMENT & BU
 COURTHOUSE COMPLEX, 4TH FLOOR
 221 PALAFOX PLACE
 PENSACOLA FL 32502
 T
O
 ATTN:

ORDER DATE: 05/20/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001487 REQ. DATE: 05/19/14

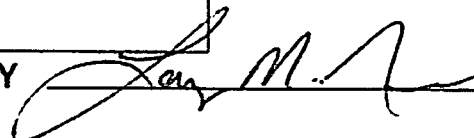
TERMS: NET 30 DAYS F.O.B.: DESC.:

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONSULTANT SERVICES FOR FLOOD DISASTER OF 2014, GS-10F-0440R	150000.0000	150,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	150,000.00
01	330491 53101	150,000.00		TOTAL \$	150,000.00

APPROVED BY

Original Purchase Order





Dewberry Consultants LLC
8401 Arlington Boulevard
Fairfax, VA 22031-4666
703.849.0100
703.849.0118 fax
www.dewberry.com

May 16, 2014

Mr. Joe Pillitary Jr., CPPB, CPPO
Escambia County Board of County Commissioners
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, 2nd Floor, Room 11.407B
Pensacola, FL 32502

RE: RFP for Disaster Management Consultant

Dear Mr. Pillitary:

Pursuant to your RFP for Disaster Management Consultant, Dewberry submits this letter proposal to provide disaster management consulting services to accomplish the full scope of work identified in the RFP.

Overview

The notable flooding events in Florida last month have burdened Escambia County with disruptions, delays, and considerable costs associated with the disaster response and recovery operations. The County's biggest challenge now is to ensure that it asserts control of the reimbursement process so it can be reimbursed for every dollar for which it is eligible.

The impacts of the current economic recession have forced local governments to divert already-tight funds away from previously planned programs. The full effects of this belt-tightening are made even worse when local governments have to spend their limited remaining funds to respond to disaster activities and operations. This makes it critical for counties like Escambia County to receive their reimbursements promptly so County leaders can help their community return to normalcy as quickly as possible.

Dewberry

Emergency management has been a core Dewberry service for over 30 years. Dewberry was the first engineering company to provide programmatic and technical support to FEMA. Since 1982, we have played a significant role in the national effort to help communities prepare for, respond to, and recover from natural disasters. Specifically, we have served as one of FEMA's prominent contractors since the 1970's and are currently prime contractors on FEMA's largest nationwide disaster response, recovery, and mitigation contracts to include Public Assistance Technical Assistance Contract (PATAC), Hazard Mitigation Technical Assistance Contract (HMTAP), and Individual Technical Assistance Contract (IATAC).

This document includes data that shall not be disclosed outside the Client and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this data. If, however, a contract is awarded to Dewberry Consultants LLC as a result of, or in connection with, the submission of this data, the Client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Client's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained on all pages enclosed with this document.

No company has worked with FEMA's Public Assistance program longer or more in-depth. We are recognized for providing exceptional client service combined with deep subject matter expertise in disaster planning and recovery. We are committed to solving our clients' most complex challenges and assisting the County's leaders in transforming their communities.

Dewberry is headquartered in Fairfax, Virginia, with 1,700+ professionals in more than 40 locations nationwide, including eight locations in Florida, including Pensacola, Tampa, Bartow, Deland, Jacksonville, Ocala and Orlando.

In addition to our full-time employees, Dewberry offers Escambia County access to our unique differentiators, and our "Disaster Cadre" consisting of 500 additional pre-qualified individuals who can be deployed during emergencies on short notice. These professionals include FEMA specialists, hazard mitigation specialists, engineers, geospatial analysts, coastal scientists, and others who are recognized for their technical expertise in a wide variety of disciplines. We are prepared to support Escambia County by providing access to both our permanent full-time professionals as well as our aforementioned Disaster Cadre of part-time professionals. We can access personnel quickly and effectively through our cadre management software allowing us to anticipate and deploy qualified personnel on-site within 48 hours of notification in some cases.

Disaster Recovery

For this effort Dewberry will provide a Project Manager, Paul Manno, who will lead the Dewberry team and be the primary point of contact and interface with the County for Dewberry. Once the full extent of Escambia County's need is determined, Dewberry will also provide additional personnel and subcontractors to provide the required services in the most cost efficient and productive manner possible. Mr. Paul Manno will serve as Project Manager and will be the County's day-to-day point of contact for all services provided by the Dewberry team. Paul brings 20 years of professional experience, focused on disaster recovery. As a nationally recognized leader in the field of FEMA Public Assistance policy and operations, highlights of his qualifications follow:

- Deployed on 40+ disasters and served as a FEMA Deputy Public Assistance Officer. Through this work Paul has developed and honed a systemic application of FEMA policy to evaluate applicant's damages, the impact of which has consistently produced additional eligible damages than original PDAs identified. For example, recently in Pennsylvania working for a local jurisdiction, after interviewing the various local government departments, Paul identified **50% more eligible damages** and formulated the additional costs into FEMA grants.
- Served as FEMA Compliance Manager for the waterway debris removal activities following Superstorm Sandy for the State of New Jersey. Paul reviewed the FEMA waterway policy, which had never been used for off-shore debris removal, and worked with FEMA to identify where side scan sonar and other technology solutions could be applied to existing FEMA policy. This creative application of FEMA policy resulted in **\$150M** of eligible debris removal for the State.
- Served as the Commonwealth of Virginia's Deputy Public Assistance Officer and Dewberry's Task Manager for Hurricane Irene disaster recovery services. Through his knowledge and experience with FEMA policies, Paul identified **\$1M+**, across several Project Worksheets (PW), which FEMA was prepared to make ineligible. Paul worked with the applicants, state and FEMA to have these costs put back into the PWs; helping several rural communities maximize their claims.

- Served as Deputy Public Assistance Officer and Project Manager for Hurricane Isabel closeout operations in VA, 2005-2006 and on all subsequent federally declared disasters in the Commonwealth of Virginia; coordinating policy and program activities with local and state officials and FEMA Joint Field Office staff. Paul worked with FEMA and the state to develop protocols and processes to **close out this disaster one year ahead of schedule**. He received a commendation letter from the Federal Coordinating Officer for his efforts.
- When the first of four hurricanes hit Florida in 2004, Paul was contacted by FEMA Region 4 Public Assistance Management and deployed to Orlando to assist with the recovery efforts. **Paul's relationship with FEMA Region 4** allowed for immediate access to FEMA policy makers. Paul's recommendations for policy implementation resulted in a more clear and concise delivery of grants for hundreds of impacted communities across Florida.
- When the FEMA DAC policy was issued, Paul developed and implemented a daily time tracker tool for tracking these costs. This tool includes the tracking of staff efforts, by PW, at the task level, to tie costs to develop and manage the FEMA grants to a specific grant. The reports from this tool have been used in several states and with many applicants to help recoup direct and indirect costs of the applicant. **This tool will be used in Escambia County to help maximize the reimbursements from FEMA.**

Paul will be supported on this project by a subject matter expert, Ronnie Artigues. Ronnie has twenty years of experience counseling and advising county and local governments. Ronnie has served as the county attorney and interim county administrator in Hancock County, Mississippi. He was instrumental in guiding his community through its response, repair and recovery from the devastating effects of Hurricane Katrina. Ronnie has firsthand knowledge and experience in dealing with FEMA and state agencies on the very issues facing Escambia County.

Paul and Ronnie will be supported, as needed, by technical support specialists and personnel who will meet with County staff and department heads to determine the extent of the damages and costs associated with the storm and subsequent flooding.

Dewberry is poised to support Escambia in achieving this mission by providing the skilled and experienced staffing needed to support the County in developing and reviewing FEMA grant applications. Specifically, we will provide technical assistance and personnel to support delivery of the County's Public Assistance program, Hazard Mitigation Grant Program (HMGP), and assist with the recovery of insurance proceeds. We are also prepared to provide additional services upon request for the areas of Individual Assistance, Community Development Block Grant (CDBG) program, and Single Audit Act audits, as well as any other identified disaster recovery needs.

The Table below captures an overview of Dewberry's response to the County's Scope of Work. Dewberry shall assist Escambia with services designed to help maximize disaster recovery funding from all available sources including FEMA and the State of Florida, expedite recovery processes and serve as general consultant. Services shall include but not be limited to the following:

Post-Disaster Support Services	
County Service	Dewberry Overview
Provide technical advisory services related to the recovery from disaster	Our 30+ years of disaster recovery experience will assist the County in identifying grant funding sources and expediting grant delivery. All efforts, from day 1, will focus upon and be put towards a full and complete recovery and closeout for Escambia County.
Provide technical advisory services on damaged/destroyed Jail and Justice facilities; Firm must have experience documenting damages, developing scopes of work and cost estimates for disaster-damaged jails and justice facilities, with demonstrated knowledge of implementing FEMA grant funding and insurance proceeds for these facilities	<p>Dewberry's Architecture (Justice) group has been nationally-recognized by The American Institute of Architects (AIA) - Academy of Architecture for Justice (AAJ) for best practices in planning and design for Justice Architecture. Additionally, our Justice Group has supported Dewberry's Disaster Recovery team on many projects around the country, including the Justice Facilities Master Plan for Orleans Parish (City of New Orleans), following Hurricane Katrina. Dewberry's Justice Architecture group, working with Bullock Tice, just recently finished the design development of the repairs to the Main Jail, enabling Dewberry to have a working knowledge of not only justice architecture at large, but also specific issues pertaining to the housing of prisoners in Escambia County.</p> <p>Dewberry's technical support specialists have provided technical advisory services specifically at the county level for jail and justice facilities that were completed destroyed by Hurricane Katrina, and have extensive experience with navigating the issues facing Escambia County in replacing its jail and justice facility.</p>
Provide support to County Risk Manager to help maximize insurance proceeds	Dewberry's experience with insurance proceeds and application of insurance to FEMA-funded projects is extensive. In addition, Dewberry is prepared to bring on a nationally-recognized Subcontractor to work with the County's Risk Manager to aggressively pursue all available insurance proceeds, for the County jail as well as any other insured-projects.
Develop and implement strategies designed to maximize federal and state assistance	<p>Dewberry will work with County to implement a comprehensive recovery strategy, incorporating all identified priorities, and critical facilities together with 'lessons learned' from previous recovery operations, to map out a strategic work plan. Once approved by the County, this strategy will serve as the overall roadmap for all actions and recovery efforts. The strategic work plan produces the tactics and process including:</p> <ul style="list-style-type: none"> • The timeline for the development for project worksheets • The implementation of the database and tracking systems • Communications protocols • Reporting processes • Quality control processes • Issues identification and resolution • Invoicing and cost control mechanisms

Provide expert programmatic and policy advice on federal disaster relief programs

Our FEMA policy advisors, many of whom are former Senior Managers at FEMA regional and headquarter offices, have developed and implemented FEMA policy, publications and training across the country for almost 30 years. Disasters where Dewberry staff have provided programmatic and policy advice include Hurricanes Andrew, Georges, Charley, Frances, Ivan, Jeanne, Katrina, Sandy and the World Trade Center. Additionally, Dewberry technical support specialists provided expert programmatic and policy advice on federal disaster relief programs to county governments following Hurricane Katrina.

Provide support for strategic planning and coordination of all recovery efforts

Dewberry's team is familiar with Escambia County disaster recovery leaders and their strategies and can make a seamless transition to further support the County and implement the County's priorities. Dewberry has working knowledge and understanding of Escambia County's organizational structure and will communicate well with all departments to capture essential information necessary to maximize benefits to the County.

Work with FEMA, other federal and all State agencies to obtain appropriate assistance

Dewberry's 30 year relationship with FEMA and other federal stakeholders will best-position the County to obtain assistance. We have an excellent relationship with FLDEM and will continue to leverage that relationship to benefit the County in obtaining assistance, quickly, efficiently and at a maximum level.

Dewberry personnel have worked with counties following Hurricane Katrina to facilitate the seamless interaction between the county, State and Federal agencies.

Provide technical advisory services on FEMA Individual Assistance program and temporary housing issues

As one of four FEMA Individual Assistance contractors nationwide, Dewberry is poised to support the County in all IA-related issues and to help the County navigate the HUD, FEMA, SBA process.

Scope of Work

Firm shall assist Escambia with services designed to help maximize disaster recovery funding from all available sources including FEMA and the State of Florida, expedite recovery processes and serve as general consultant. Services shall include but not be limited to the following:

- **Provide technical advisory services related to the recovery from disaster**
- **Provide technical advisory services on damaged/destroyed Jail and Justice facilities; Firm must have experience documenting damages, developing scopes of work and cost estimates for disaster-damaged jails and justice facilities, with demonstrated knowledge of implementing FEMA grant funding and insurance proceeds for these facilities**
- **Provide support to County Risk Manager to help maximize insurance proceeds**
- **Develop and implement strategies designed to maximize federal and state assistance**
- **Provide expert programmatic and policy advice on federal disaster relief programs**
- **Provide support for strategic planning and coordination of all recovery efforts**
- **Work with FEMA, other federal and all State agencies to obtain appropriate assistance**
- **Provide technical advisory services on FEMA Individual Assistance program and temporary housing issues**
- **Prepare correspondence to federal and state agencies as required**
- **Review contracts and purchasing documentation to ensure cost recovery**
- **Review documentation prepared by departments**
- **Assist in capturing and summarizing eligible costs for departments**
- **Assist in the compilation and presentation of project worksheets for presentation to FEMA and State including all backup documentation necessary to process project worksheets through obligation**
- **Provide closeout support of FEMA PA and Mitigation grants**
- **Provide assistance and oversight to departments having difficulty with claims**
- **Work with officials to resolve disputes with FEMA and/or the State including the preparation of appeals to FEMA**
- **Work to maximize cost recovery from all available sources**
- **Develop 404 and 406 mitigation proposals**
- **Ability to provide planning and consulting and administration for CDBG funding**
- **Public Assistance Liaison and Coordinator**

1714:059

Joe F. Pillitary

From: David Killen [DKillen@wittobriens.com]
Sent: Friday, May 16, 2014 10:40 AM
To: Joe F. Pillitary
Subject: RE: Disaster Declaration of Flood Event April 29th 2014

Mr. Pillitary:

Thank you for contacting Witt O'Brien's regarding the Public Assistance (PA) and Individual Assistance (IA) needs the county has following the severe storms that impacted Escambia County in recent weeks (DR-4177). Through our existing contract for Disaster Management Consulting Services (PD 09-10.061) with Escambia County (attached), we are prepared to work with the county, FEMA and other stakeholders to serve as the general consultant for PA and IA services, expedite recovery processes, and maximize recovery funding through grant funding, insurance proceeds and all other available federal and state sources.

The rates in our current agreement with the County came from our GSA Schedule 84 for Emergency/Disaster Response (GS-07F-0362V). Whether our work for the County is coordinated through the existing contract, or you choose to access us through an alternative contracting mechanism, we will discount our rates from the current contract (PD 09-10.061) and GSA schedule (GS-07F-0362V) to the rates shown in the following table.

Witt O'Brien's has significant experience with all of the scope of work items you seek in the supplied scope of work. In fact, our PA and IA experience goes far beyond just the scope of work services listed in our contract and your updated scope of services – we have on staff former FEMA employees who have been responsible for providing Escambia County advice and guidance concerning grants, agreements, disaster assistance determinations, and other programs administered by the FEMA and the Florida Recovery Office.

One example of the talented professionals on staff at Witt O'Brien's is Andy Janes, a PA Project Manager. Andy was a PA specialist with FEMA for many years and worked directly with Escambia County, grant applicants and sub-grantees regarding project applications following declared disasters including hurricanes Ivan (DR-1551) and Dennis (DR-1595) which impacted Escambia County. Another example where Witt O'Brien's played an important recovery role with client facilities that directly relate to an Escambia County need is our work with the State of Louisiana following Hurricane Katrina (DR-1603). Many of our PA and insurance recovery specialists were assigned to full-time roles to assess damages, develop cost estimates and develop scopes of work for affected law enforcement, justice department, and jail and prison facilities. Witt O'Brien's is ready to support the County in all of the scope of work items including damage documentation, advisory services for the variety of County facilities impacted including jail and justice facilities, insurance recovery, developing mitigation proposals and identifying and accessing all available funding sources.

Please let me know the best point of contact at the County for our PA Recovery Manager to initiate contact with so that the proper resources can be activated and dedicated to serving the County.

Labor Category Titles	Hourly Rate
Principal (Disaster Recovery)	\$230.00

Project Coordinator for Disaster Recovery Mission (Disaster Recovery)	\$230.00
Project Coordinator/Senior Level Public Assistance Officer (Disaster Recovery)	\$150.00 230
Senior Level I Public Assist. Coordinator/Mitigation Specialist (Disaster Recovery)	130.00
Senior Level II Public Assist. Coordinator/Mitigation Specialist (Disaster Recovery)	
Public Assistance Coordinator/Mitigation Specialist (Disaster Recovery)	
Senior Legal Specialist/Appeals Lead (Disaster Recovery)	\$164.08
Operations Specialist (Disaster Recovery)	\$140.64
Senior Trainer (Disaster Recovery)	\$130.00
Trainer (Disaster Recovery)	\$117.20
Senior Engineer (Disaster Recovery)	\$150.00
Engineer/Programmer (Disaster Recovery)	\$140.64
Senior Insurance Specialist (Disaster Recovery)	\$225.00
Grant Administrator Supervisor (Disaster Recovery)	\$130.00
Grant Administrator (Disaster Recovery)	\$117.20
Administrative Support/Data Entry (Disaster Recovery)	\$45.00

Thank you,
Dave Killen

David B. Killen, CF APMP | Senior Proposal Manager

Witt | O'Brien's
818 Town & Country Blvd., Suite 200
Houston, TX 77024
p: +1 (281) 606-4758
c: +1 (713) 398-1000

www.wittobriens.com

13-14.059

Labor Category Titles	Hourly Rate
Principal (Disaster Recovery)	\$230.00
Project Coordinator for Disaster Recovery Mission (Disaster Recovery)	\$230.
Project Coordinator/Senior Level Public Assistance Officer (Disaster Recovery)	\$230.
Senior Level I Public Assist. Coordinator/Mitigation Specialist (Disaster Recovery)	\$150.
Senior Level II Public Assist. Coordinator/Mitigation Specialist (Disaster Recovery)	\$130.
Public Assistance Coordinator/Mitigation Specialist (Disaster Recovery)	\$117.20
Senior Legal Specialist/Appeals Lead (Disaster Recovery)	\$164.08
Operations Specialist (Disaster Recovery)	140.64
Senior Trainer (Disaster Recovery)	130.00
Trainer (Disaster Recovery)	117.20
Senior Engineer (Disaster Recovery)	150.00
Engineer/Programmer (Disaster Recovery)	140.64
Senior Insurance Specialist (Disaster Recovery)	225.00
Grant Administrator Supervisor (Disaster Recovery)	130.
Grant Administrator (Disaster Recovery)	117.20
Administrative Support/Data Entry (Disaster Recovery)	45.

24 HR Emergency: +1 (985) 781-0804

Please consider the environment before printing this email.

From: Joe F. Pillitary [<mailto:jfollit@co.escambia.fl.us>]
Sent: Wednesday, May 14, 2014 12:23 PM
To: Oscar Espinosa
Cc: Joe F. Pillitary
Subject: Re: Disaster Declaration of Flood Event April 29th 2014

Witt O'Brien – GS-10F-0176 — (202) 585-0780

Good morning,

Please provide me your final and best offer, by return email, from your GSA contract(s), no later than 12 pm CDT, Friday, 5.16.2014, for the attached scope of work.

Thanks and have a blessed week.

Joe

Joe Pillitary Jr. CPPB, CPPO
Board of County Commissioners
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, 2nd Floor Room 11.407B
Pensacola, Florida 32502
e-mail: joe_pillitary@myescambia.com
(T) 850.595.4878
Suncom) 695.4878
(F) 850.595.4807
Purchasing Website: www.myescambia.com/purchasing

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

David B. Killen, CF APMP | Senior Proposal Manager

Witt | O'Brien's
818 Town & Country Blvd., Suite 200
Houston, TX 77024
p: +1 (281) 606-4758
c: +1 (713) 398-1000

www.wittobriens.com
24 HR Emergency: +1 (985) 781-0804

Please consider the environment before printing this email.

From: Joe F. Pillitary [<mailto:jfpillit@co.escambia.fl.us>]
Sent: Wednesday, May 14, 2014 12:23 PM
To: Oscar Espinosa
Cc: Joe F. Pillitary
Subject: Re: Disaster Declaration of Flood Event April 29th 2014

Witt O'Brien – GS-10F-0176 — (202) 585-0780

Good morning,
Please provide me your final and best offer, by return email, from your GSA contract(s), no later than 12 pm CDT, Friday, 5.16.2014, for the attached scope of work.
Thanks and have a blessed week.
Joe

Joe Pillitary Jr. CPPB, CPPO
Board of County Commissioners
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, 2nd Floor Room 11.407B
Pensacola, Florida 32502
e-mail: joe_pillitary@myescambia.com
(T) 850.595.4878
Suncom) 695.4878
(F) 850.595.4807
Purchasing Website: www.myescambia.com/purchasing

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

17-14.059
for new

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA



OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
http://www.nyescambia.com

CLAUDIA SIMMONS
Purchasing Manager

August 12, 2013

Barry Scanlon
Witt O'Brien's LLC
1501 M. Street, N.W. 5th Floor
Washington, DC 20005

Via Email: nweinman@wittassociates.com

Re: **CONTRACT RENEWAL** Specification PD 09-10.061, Consulting Services for
Disaster Management

Dear Mr. Scanlon:

The current awarded period on above referenced contract was due to expire August 19, 2013. There is a provision for an extension in this contract. I am inquiring to see if you would be interested in extending the contract, noted above, under the same terms and conditions for an additional one year.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract. I will need the signed letter returned by mail or fax, as soon as possible.

If you have any questions, please feel free to call me at 595-4878, Fax: 595-4807.

Sincerely,

Joe F. Pillitary
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

I want to extend the current contract PD 09-10.061, for an additional one year period at the same terms and conditions.

Yes No *[Signature]* 8/14/13
Signature Date

PATE FELB CFO
Printed Name of Signer Title of Signer

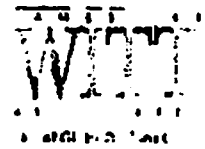
Comments: _____

SCOPE OF WORK

Firm shall assist Escambia County with services designed to help maximize disaster recovery funding from all available sources including FEMA and the State of Florida, expedite recovery processes and serve as general consultant. Services shall include but not be limited to the following:

- Provide technical advisory services related to the recovery from disaster
- Develop and implement of strategies designed to maximize federal and state assistance
- Provide expert programmatic and policy advice on federal disaster relief programs
- Provide support for strategic planning and coordination of all recovery efforts
- Work with FEMA, other federal agencies and all State agencies to obtain appropriate assistance.
- Prepare correspondence to federal and state agencies as required
- Review contracts and purchasing documentation to ensure cost recovery
- Review documentation prepared by departments
- Assist in capturing and summarizing eligible costs for departments
- Assist in the compilation and presentation of costs for presentation to FEMA and the State including all backup documentation necessary to process project worksheets
- Attend meetings on behalf of the County to negotiate individual project worksheets
- Provide assistance and oversight to departments having difficulty with claims
- Work with officials to resolve disputes with FEMA and/or the State including the preparation of appeals to FEMA
- Work to maximize cost recovery from all available sources.





Section 2.7 Cost Proposal

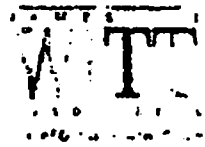
Due to the unpredictable nature of disaster, the total hours for each team member will depend on the location and magnitude of the disaster, duration of the project, the county's level of involvement in the recovery effort and the specific level of assistance requested by the county, among other things.

Because the number of hours per team member will depend on these variables, WIT Associates would be able to provide a detailed total cost as requested when the county defines the specific level of assistance needed. Typically in the immediate aftermath of the disaster, personnel would work over 12-hour days. As the immediate needs of each task are met, personnel could begin to work 8- or 10-hour days depending on the project's duration and the county's needs. WIT Associates would welcome the opportunity to negotiate the fee schedule with the county on a task order-by-task order basis.

The following chart provides hourly rates from the approved CSA rate schedule for Disaster Recovery team personnel by project role. The number of personnel and additional positions would be directed by Escambia County, depending on the magnitude, type of disaster and the county's specific needs. Descriptions of these positions can be found at the end of this section.

Principal	\$257.84
Project Coordinator for Disaster Recovery Mission	\$257.84
Senior Insurance Specialist	\$257.84
Senior Legal Specialist/Appellate Counsel	\$140.64
Operations Specialist	\$40.64
Project Coordinator / Senior Level Public Assistance Specialist	\$257.84
Senior Level Public Assistance Specialist / Negotiator	\$140.64
Senior Level II Public Assistance Specialist / Negotiator	\$140.64
Public Assistance Coordinator / Negotiator	\$172.00
Senior Engineer	\$164.08
Engineer / Program Manager	\$40.64
Grant Administrator / Supervisor	\$140.64
Grant Administrator	\$172.00
Senior Trainer	\$140.64
Trainer	\$117.00
Administrative Support Personnel	\$57.12





Travel and Subsistence Expenses

The hourly rates above do not include out-of-pocket expenses. Deployment travel time (and return to the disaster) will be billed at the same hourly rate. Witt Associates staff on an extended uninterrupted Temporary Full Assignment (TFA) assignment may be returned to the office every 30 to 45 days at client expense with prior client approval.

Witt Associates will invoice the county or other client for reimbursement, based on the federal schedule and policy. Reimbursable expenses include food, vehicle mileage, and lodging and document production. We would also invoice the client for transportation expenses such as airfare and car rental/fuel. Such out-of-pocket expenses would be billed to the county at actual cost, with no mark-up by Witt Associates. Project management would work with the county to pre-approve out-of-pocket expenses that are above and beyond that which would normally occur.

In past disasters, there have been times when the federal per diem rates were not available as was the case in the aftermath of Hurricane Katrina. In one instance, after Katrina, FEMA issued a waiver to increase the reimbursable federal per diem rate by 300%. If there is a shortage of lodging transportation, etc., and the federal per diem rates are not available, our firm would normally follow the then approved GSA rates. In such an event, however, we would advise the opportunity to work the county to determine an acceptable and reimbursable rate.

Invoice Policy

Invoices will be submitted monthly and are due within 30 days of receipt.

Activation Time

There are a number of variables regarding activation time. They include the magnitude and type of disaster, the number of people necessary to respond for that particular event, the type of specialty required, etc. In the case of a disaster, Witt Associates will have operational staff on the ground pre-landfall typically for all events. Time to arrive after an event will be less than 48 hours. Recovery staff will arrive in most circumstances after about one to two weeks following the disaster, but will vary depending on circumstances and client needs.



Work to maximize cost recovery
from all available sources

Dewberry recognizes that FEMA, while an important partner for the County in disaster recovery, is not the only source of available funding. We will work to identify all available funding sources and then develop an approach to maximizing these funding sources for the benefit of the County. These sources will include insurance carriers, State agencies and appropriations and other federal agencies. Dewberry anticipates adding a Subcontractor to assist with the non-FEMA funding sources. Dewberry technical experts served key roles to county government following Hurricane Katrina in coordinating numerous and varied sources of funding to assist with the community's recovery. Following Hurricane Katrina, Dewberry's personnel found creative awards for use in recovery that had never before been secured for those purposes.

Develop 404 and 406 mitigation
proposals

Dewberry will produce all aspects of hazard mitigation proposals for every permanent work project worksheet; maximizing use of FEMA's pre-approved PA 406 mitigation measures and 404 guidelines.

We will provide guidance to develop mitigation projects to achieve more comprehensive mitigation solutions for the County. Our staff includes five former State Hazard Mitigation Officers, and many other technical specialists to address floodplains, elevations, acquisitions, buy-outs and proposed mitigation solutions. Dewberry is fully capable to provide mitigation grant management capabilities, but all the engineering and technical capabilities needed to implement those mitigation solution.

We will propose, price, design, and perform the required benefit cost analysis (BCA) for any PA mitigation project not approved to advocate for specialized mitigation solutions.

Ability to provide planning and
consulting and administration for
CDBG funding

Our experience with CDBG consulting and administration will be a benefit to the County in identifying and obtaining these funds. The Dewberry team's experience with CDBG disaster funds includes the management and oversight of over \$250,000,000 in CDBG-DR funding following Hurricane Katrina in the Gulf Coast and Hurricane Sandy in the Northeast.

Public Assistance Liaison and
Coordinator

Dewberry will provide Public Assistance support to the County to include coordination with FEMA and State personnel. We will act on behalf of the County to expedite the recovery process and maximize the available funding that is received and maintained by the County. Dewberry's team includes support experts that have served more than 20 years in county government providing public outreach and coordinating communications to the general public.

Dewberry anticipates the duration of the primary on-site work will be approximately 90 to 120 days. The on-site activity will be augmented and supported by subject matter expertise from other Dewberry offices, on an as-needed basis. All efforts will be made to minimize the costs to the County, by efficient use of onsite resources and appropriate use of remote resources, as agreed to by the County.

Travel

Federal travel regulations will apply to all services provided. Dewberry will charge per diem in accordance with GSA-approved rates for the area. Dewberry will charge travel time to and from the assignment. Contractor services will officially begin upon mobilization to Escambia County at the request to activate contract.

Dewberry personnel have worked on numerous local, state, and federal contracts and have a thorough understanding of travel regulations. We have developed a standard deployment package that we provide to all of our personnel prior to traveling to an assignment that includes allowable hotel, per diem, and other reimbursable rates. Our personnel will adhere to the federal travel regulations and will not exceed travel per diem rates unless specifically authorized to do so by the County.

Time Tracking

All contract personnel will be required to track their daily activities utilizing a form or system to include: date, location, name, position, project worksheet and total hours worked.

Dewberry personnel who deploy to disaster locations routinely complete a daily time tracker to support time dedicated to the specific projects. By tracking our time in this manner, the County may be eligible for reimbursement by FEMA for a portion of Dewberry's costs, following the FEMA Kickoff meeting with

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

082128
 HUB CITY FORD-MERCURY INC
 DBA HUB CITY FORD INC
 4060 SOUTH FERDON BLVD
 CRESTVIEW FL 32536

COMMUNITY CORRECTIONS/PROBATIO
 2251 NORTH PALAFOX ST.
 PENSACOLA FL 32501
 ATTN: MELISSA GORDON

ORDER DATE: 05/20/14 BUYER: JOSEPH PILLITARY REG. NO.: 14001458 REG. DATE:

TERMS: NET 30 DAYS F.O.B.: DESC.: EMERGENCY PURCHASE/EMERGE

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	7.00	LOT	PURCHASE ORDER TO REPLACE VEHICLES LOST AS A RESULT OF THE FLOOD. SEE ATTACHED QUOTE FOR FORD EXPLORER	27131.0000	189,917.00
02	3.00	LOT	PURCHASE ORDER TO REPLACE VEHICLES LOST AS A RESULT OF THE FLOOD. SEE ATTACHED QUOTE FOR FORDS TAURUS	28025.0000	84,075.00
03	2.00	LOT	PURCHASE ORDER TO REPLACE VEHICLES LOST AS A RESULT OF THE FLOOD. SEE ATTACHED QUOTE FOR FORD F-250	26130.0000	52,260.00
04	1.00	LOT	PURCHASE ORDER TO REPLACE VEHICLES LOST AS A RESULT OF THE FLOOD. SEE ATTACHED QUOTE FOR FORD F-350	31131.0000	31,131.00
05	4.00	LOT	PURCHASE ORDER TO REPLACE VEHICLES LOST AS A RESULT OF THE FLOOD. SEE ATTACHED QUOTE FOR FORD ECONOLINE VAN	26836.0000	107,344.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	464,727.00
01	330491 56401	189,917.00		TOTAL \$	464,727.00
02	330491 56401	84,075.00			
03	330491 56401	52,260.00			
04	330491 56401	31,131.00			
05	330491 56401	107,344.00			

APPROVED BY 

Original Purchase Order

Damaged Vehicles for Corrections Department

<u>Property #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN #</u>	<u>Damaged Location</u>	<u>Current Location</u>
060521	1995	GMC	VAN	1GDJP32K853504311	Jail	Fenced Area behind Main Jail
060519	1995	GMC	VAN	1GKEG25K1SF542316	Jail	Parking lot across from CBD
060546	1997	FORD	VAN	1FBJS31L6VHA10635	Jail	Fenced Area behind Main Jail
060531	2001	FORD	VAN	1FBSS31L71HB15618	Jail	CBD and Detention side parking lot
060513	2003	FORD	CROWN VIC	2FAHP71WX3X154236	Jail	Towed to Road Dept.
060506	2005	CHEVROLET	2500 TRUCK	1GCJK33U15F817657	Jail	Main Jail
060507	2005	HYUNDAI	SEDAN	KMHDN46S75U054959	Jail	Towed to Road Dept.
060518	2005	BUICK	CENTURY	2G4WS52J251179797	Jail	South parking lot @ Main Jail
60508	2009	MERCURY	GRAND MARQUIS	2MEHM75V69X600992	Jail	South parking lot @ Main Jail
53017	2004	TOYOTA	PRIUS	JTDKB22U740060555	COC/EE	COC parking lot
054168	2006	FORD	TAURUS	1FAFP53U56A149823	COC/EE	COC parking lot
057376	2008	FORD	F250	1FDNF20558EE22027	COC/EE	COC parking lot
059162	2001	FORD	EXPLORER	1FMHK7B8X8GA94189	COC/EE	COC parking lot
059163	2011	FORD	EXPLORER	1FMHK7B86BGA94190	COC/EE	COC parking lot
057049	2008	CHEVROLET	TRAILBLAZER	1GNDS13S982215334	COC/EE	COC parking lot
053570	2004	FORD	F-250	1FDNF20555EB30924	COC/EE	COC parking lot
060230	2013	FORD	EXPLORER	1FM5K8B84DGC45653	Cob Building Parking Lot	Cob Building Parking Lot

Fleet Department
windrow1@windrowfleetsales.com



Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

5/15/2014
CORRECTIONS BUREAU

STATE TERM
CONTRACT # 071-000-14-1

Exterior Vehicle Color	White	Emergency Lighting:	Driver side	Passenger side
Interior Vehicle Color		Color	Lights	
Seat Type		Color	Lenses	

SUBJECT TO AVAILABILITY				
COMMODITY CODE		MSRP		Total
Base Price	2014 FORD ECONOLINE CARGO VAN E-250 SUPER DUTY XL (E2E)			\$25,896.00
99L	5.4L V-8 ENG			INC
163	REAR VINYL FLOOR COVERING			INC
536	TRAILER TOW PKG			INC
178	FIXED SIDE & REAR CARGO DOOR GLASS			INC
525	CRUISE CONTROL			INC
90F	POWER WINDOW & DOOR LOCKS			INC
	Base vehicle to include at No Charge			
99W	4.6L V-8 ENG			I/C
44Q	4-SPEED AUTO			I/C
153	FT LICENSE PLATE BRACKET			I/C
	Aftermarket Options			
	RAIN SHIELDLS			\$144.00
	NON CONTRACT OPTION			
	PARTITION			\$796.00
				\$26,836.00

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell
850-398-6827 FAX

All vehicles will be ordered **WHITE** unless agency chooses a different color.
Please return quote along with purchase order.

We Appreciate your interest in the 2011/2012 State of Florida Motor Vehicle Contract

4060 South Ferdon Blvd., Crestview, FL 32536

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 160114
 PANHANDLE GRADING & PAVING INC
 P O BOX 3717
 PENSACOLA FL 32516

S
H
I
P
T
O
 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

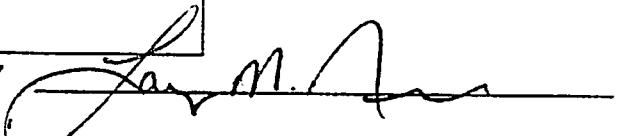
ORDER DATE: 05/20/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001518 REQ. DATE: 05/20/14

TERMS: NET 30 DAYS F.O.B.: DESC.: CONTACT LIZ BUSH AT 595-3

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 10-11.065 WORK ORDER PD 10-11.065.2H "APRIL FLOOD EMERGENCY SERVICES - DOG TRACK ROAD EMERGENCY REPAIR"	96272.4800	96,272.48

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	96,272.48
01	330491 56301	96,272.48		TOTAL \$	96,272.48

APPROVED BY


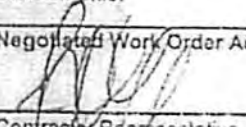


14001518

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

- 1.) Date: 5/12/2014
- 2.) Project name: ENGFLOOD0414-16
- 3.) Contract No: 10-11.065_2H
- 4.) Description of Services to be Performed:
RFF for an Emergency Repair to Dog Track Road as a result of the April 2014 Flood Event. The contractor was tasked with removing the debris related to the rain and tasked with getting the road opened back up to the flow of traffic. See attached for specific work items installed.
- 5.) Negotiated Cost of Construction: \$ 95,225.00 *96,272.18 proposed*
- 6.) Location Work is to be Performed: 200' south of Lillian Highway on Dog Track Road
- 7.) Period of Time Services are to be Accomplished:
Starting Date of Work: 5/12/2014 or Upon Issuance of Notice to Proceed
Days to Complete: 14
Completion Date of Work: 5/26/2014
- 8.) Estimate of Items from Unit Bid Schedule Required for this Work Order 22

Schedule for Work Requested and Received	
	Date: _____
Project Manager	
Work Order Approved	
_____	Date: _____
Division Chief	
Negotiated Work Order Accepted with Federal Requirements	
	Date: <u>5/16/2014</u>
Contractor Representative	
Work Order Completed	
_____	Date: _____
Contractor Representative	

Dog Track Road
 Emergency Repair PD10-11.055 General Paving and Drainage Pricing Agreement
 ENGFLOOD0414-16 Valid From October 1, 2013 till September 30, 2014

Panhandle Grading and
 Paving, Inc.

Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$1,300.00	\$1,300.00
02100-	00105	Demobilize	1	EA	\$1,500.00	\$1,500.00
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	2279	SY	\$2.00	\$4,558.00
04100-	00103	Earthwork Fill, County Specs 2300	1500	CY	\$7.00	\$10,500.00
04100-	00105	3" Top Soil	555	SY	\$0.80	\$444.00
04100-	00106	Earthwork Establishing Grade, County Specs 2300	545	SY	\$0.50	\$413.00
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 150 sy	301	SY	\$15.00	\$4,515.00
05700-	00110	Remove Existing Asphalt	3510	CF	\$2.00	\$7,020.00
05700-	00111	Saw cut Existing Asphalt	116	LF	\$17.50	\$2,030.00
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000 sy	301	SY	\$1.45	\$436.95
06300-	00105	6" Type B-12.5, LBR 100, I DOT Index 514, less than 1000 sy	391	SY	\$19.00	\$7,429.00
07200-	00105	Temporary 6" Solid Stripe, White or Yellow	425	LF	\$0.24	\$100.25
07600-	00110	36" Reflective Barrel / Drum	90	EA/Day	\$3.25	\$292.50
07600-	00113	Type III Barricade	90	EA/Day	\$0.25	\$22.50
07600-	00115	Type B High Intensity Flashing Lights	180	EA/Day	\$0.20	\$36.00
09400-	00105	Sand Bag Headwall, Cross Section Measurement	20	SY	\$265.00	\$5,300.00
09500-	00111	Remove Existing Sand Bag Headwall, 30' and Larger	1	EA	\$500.00	\$500.00
13100-	00101	Centipede Sod, Staked, less than 1000 sy	600	SY	\$2.90	\$1,740.00
13300-	00101	Silt Fence Type III, less than 500 lf	200	LF	\$1.65	\$330.00
13300-	00106	Floating Turbidity Barrier	50	LF	\$21.80	\$1,090.00

Sub Totals \$48,454.20

Performance and Payment Bond (Required for projects over \$25,000.00)

\$533.00

Grand Total \$48,987.20

Balance of Line (may not exceed 25% of total cost)

	Qty	Units		
MOT @ 5% Sub Total	1	LS	\$2,422.71	\$2,422.71
Emergency Response (with Documentation)	1	LS	\$41,348.00	\$41,348.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Balance of Line Total				\$46,770.80

Additional Performance and Payment Bond

\$514.48

Revised Grand Total with BOL

\$95,272.48

Robin A Lambert
 Digitally signed by Robin A Lambert
 DN: cn=Robin A Lambert, ou=Public Works, ou=Engineering, email=rlambert@myescambia.com, c=US
 Date: 2014.05.20 11:33:14 -0500

Escambia County Public Works Department
 Engineering Division
 3363 W. Park Place
 Pensacola, Florida 32506

Photo

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Dog Track Road Emergency Repair
 Project ID: ENGFL0000414-16
 Location: 207 south of U.S. 90 Highway on Dog Track Road
 Project Manager: Elizabeth Bush
 Date: 5/12/2014

This section to be completed by Project Managers

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

RFF for an Emergency Repair to Dog Track Road as a result of the April 2014 Flood Event. The contractor was tasked with removing the debris related to the rain and tasked with getting the road opened back up to the flow of traffic. See attached for specific work items installed.

Attached backup documentation _____ page (s)
 RFF/NTF Start Date 5/12/2014 or Upon Issuance of Notice to Proceed
 Time shall be increased/decreased by 14 calendar days.
5/23/2014 Completion date

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD _____	Contractor _____		
Funds for Original Task Order			
Funds for Addendum # _____			
Task Order PD _____	Consultant _____		
Funds for Original Work Order			
Funds for Change Order # _____			
Contract PD <u>10-11 005, 21</u>	Contractor <u>PG&P</u>		<u>96,225.00</u>
Funds for Contingency	Consultant _____		
Funds for Permit Fees	Agency _____		
Funds for Land Purchases	Owner _____		
Funds for Title Work			
Contract PD _____	Company <u>330 491</u> Contractor _____		
Funds for _____			
New Balance of CIP Project		\$ _____	(\$6,225.00)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount
			Transfer	

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Posted to Expense
 Date: _____

BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
] PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
] 211593
 UTILITY SERVICE COMPANY INC
 4326 GULF BREEZE PARKWAY
 GULF BREEZE FL 32563

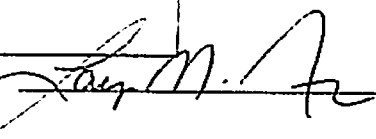
S
H
I
P
] ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 T
O
] ATTN: ROBIN LAMBERT

ORDER DATE: 05/20/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001532	REQ. DATE: 05/20/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: IF YOU HAVE ANY QUESTIONS
--------------------	---------	----------------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	2014 APRIL FLOOD-PD.NO.10.11.065 "GENERAL DRAINAGE AND PAVING PRICING AGMT." BCC APPROVAL 09/16/13. WORK ORDER NO,10.11.065.4A MYRTLE GROVE ATHLETIC PARK.	179342.1300	179,342.13

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	179,342.13
01	330491 55301	179,342.13		TOTAL \$	179,342.13

APPROVED BY 
 Original Purchase Order

014001932

Escambia County Public Works Department
Engineering Division
3383 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

- 1.) Date: 5/20/2014
- 2.) Project name: ENG1801
- 3.) Contract No: 10-11.065. 0
- 4.) Description of Services to be Performed:
This RFF is to pay for repairs and sustainability to the Myrtle Grove Athletic Park from the April 29th rain event. The total for the work is \$178,468.16. An additional 120 days is required to complete all repairs.

5.) Negotiated Cost of Construction: \$ 179,342.13

6.) Location Work is to be Performed:

99 N. 61st Avenue

7.) Period of Time Services are to be Accomplished:
 Starting Date of Work: _____ or Upon Issuance of Notice to Proceed
 Days to Complete 120
 Completion Date of Work: _____

8.) Estimate of Items from Unit Bid Schedule Required for this Work Order _____

Schedule for Work Requested and Received

[Signature]
Project Manager

Date: 5/20/14

Work Order Approved

[Signature]
Division Chief

Date: 5/19/14

Negotiated Work Order Accepted

Contractor Representative

Date: _____

Work Order Completed

Contractor Representative

Date: _____

Escambia County Public Works Department
Engineering Division
3353 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

- 1.) Date: 5/20/2014
- 2.) Project name: ENG1801
- 3.) Contract No: 10-11.055.0
- 4.) Description of Services to be Performed:
This RFF is to pay for repairs and sustainability to the Myrtle Grove Athletic Park from the April 29th rain event. The total for the work is \$178,462.13. An additional 120 days is required to complete all repairs.

5.) Negotiated Cost of Construction: \$ 178,342.13

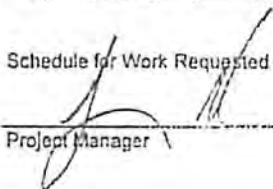
6.) Location Work is to be Performed:

99 N. 61st Avenue

7.) Period of Time Services are to be Accomplished:
Starting Date of Work: _____ or Upon Issuance of Notice to Proceed
Days to Complete: 120
Completion Date of Work: _____

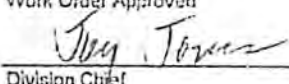
8.) Estimate of Items from Unit Bid Schedule Required for this Work Order _____

Schedule for Work Requested and Received


Project Manager

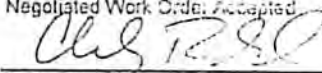
Date: 5/2/14

Work Order Approved


Division Chief

Date: 5/15/14

Negotiated Work Order Accepted


Contractor Representative

Date: 5/20/14

Work Order Completed

Contractor Representative

Date: _____

MAY 17, 2014

PG 1 of 3

UTILITY SERVICE CO., INC.

MYRTLE GROVE ATHLETIC PARK-POST FLOODING SAFETY REPAIRS

ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL
<u>Area 1</u>					
1	Remove Existing Chainlink Fence	90	LF	\$ 2.10	\$189.00
2	6' Chainlink Fence	90	LF	\$ 10.40	\$936.00
3	Earthwork, Excavation	200	CY	\$ 3.88	\$776.00
4	Provide Fill	200	CY	\$ 10.50	\$2,100.00
5	Silt Fence, Type III	70	LF	\$ 2.00	\$140.00
6	Baled Hay or Straw	24	EA	\$ 7.00	\$168.00
7	Sprinkler Repairs	1	LS	\$ 225.00	\$225.00
8	Establishing Grade	700	SY	\$ 2.10	\$1,470.00
9	Saw cut Existing Concrete	10	LF	\$ 4.08	\$40.80
10	Remove Exst. Concrete, 4" Thick	22	SY	\$ 4.20	\$92.40
11	5' Concrete Sidewalk	39	LF	\$ 24.99	\$974.61
12	Bermuda Sodding	700	SY	\$ 4.00	\$2,800.00
13	Emergency Response/Surcharge for Limited / Restricted Access	1	LS	4,518.19 \$3,233.13	\$4,518.19
Subtotal					\$14,430.00
<u>Area 2</u>					
1	Remove Existing Chainlink Fence	60	LF	\$ 2.10	\$126.00
2	6' Chainlink Fence	60	LF	\$ 10.40	\$624.00
3	Earthwork, Excavation	170	CY	\$ 3.88	\$659.60
4	Provide Fill	170	CY	\$ 10.50	\$1,785.00
5	Silt Fence, Type III	60	LF	\$ 2.00	\$120.00
6	Baled Hay or Straw	20	EA	\$ 7.00	\$140.00
7	Sprinkler Repairs	1	LS	\$ 225.00	\$225.00
8	Establishing Grade	945	SY	\$ 2.10	\$1,984.50
9	Saw cut Existing Concrete	10	LF	\$ 4.08	\$40.80
10	Remove Exst. Concrete, 4" Thick	8	SY	\$ 4.20	\$33.60
11	5' Concrete Sidewalk	15	LF	\$ 24.99	\$374.85
12	Bermuda Sodding	0	SY	\$ 4.00	\$0.00
13	Emergency Response/Surcharge for Limited / Restricted Access	1	LS	\$ 3,610.65	\$3,610.65
Subtotal					\$9,724.00
<u>Area 3</u>					
1	Remove Existing Chainlink Fence	70	LF	\$ 2.10	\$147.00
2	6' Chainlink Fence	70	LF	\$ 10.40	\$728.00
3	Earthwork, Excavation	51	CY	\$ 3.88	\$197.88
4	Provide Fill	51	CY	\$ 10.50	\$535.50
5	Silt Fence, Type III	50	LF	\$ 2.00	\$100.00
6	Baled Hay or Straw	17	EA	\$ 7.00	\$119.00
7	Sprinkler Repairs	1	LS	\$ 225.00	\$225.00
8	Establishing Grade	160	SY	\$ 2.10	\$336.00
9	Saw cut Existing Concrete	10	LF	\$ 4.08	\$40.80
10	Remove Exst. Concrete, 4" Thick	20	SY	\$ 4.20	\$84.00
11	5' Concrete Sidewalk	35	LF	\$ 24.99	\$874.65
12	Bermuda Sodding	160	SY	\$ 4.00	\$640.00
13	Emergency Response/Surcharge for Limited / Restricted Access	1	LS	\$ 3,669.17	\$3,669.17
Subtotal					\$7,697.00

<u>Area 4</u>		PG 2 of 3	
1	Remove Existing Chainlink Fence	100 LF	\$ 2.10 \$210.00
2	6' Chainlink Fence	100 LF	\$ 10.40 \$1,040.00
3	Earthwork, Excavation	150 CY	\$ 3.30 \$500.00
4	Provide Fill	130 CY	\$ 10.50 \$1,365.00
5	Silt Fence, Type III	60 LF	\$ 2.00 \$120.00
6	Baled Hay or Straw	20 EA	\$ 7.00 \$140.00
7	Establishing Grade	250 SY	\$ 2.10 \$525.00
8	Saw cut Existing Concrete	10 LF	\$ 4.08 \$40.80
9	Remove Exst. Concrete, 4" Thick	6 SY	\$ 4.20 \$25.20
10	6' Concrete Sidewalk	10 LF	\$ 24.99 \$249.90
11	Bermuda Sodding	250 SY	\$ 4.00 \$1,000.00
12	Furnish & install Rock at Ex. Gate Emergency Response/Surcharge for Limited /	72 SY	\$ 12.50 \$900.00
13	Restricted Access	1 LS	\$4,040.00 \$4,040.00
14	Removal/Replacement Damage Tree	1 EA	\$ 220.00 \$220.00
Subtotal			\$10,355.00

<u>Area 5</u>			
1	Remove Existing Chainlink Fence	80 LF	\$ 2.10 \$168.00
2	6' Chainlink Fence	80 LF	\$ 10.40 \$832.00
3	Earthwork, Excavation	550 CY	\$ 3.00 \$1,650.00
4	Provide Fill	550 CY	\$ 10.50 \$5,775.00
5	Silt Fence, Type III	60 LF	\$ 2.00 \$120.00
6	Baled Hay or Straw	20 EA	\$ 7.00 \$140.00
7	Sprinkler Repairs	1 LS	\$ 225.00 \$225.00
8	Establishing Grade	550 SY	\$ 2.10 \$1,155.00
9	Saw cut Existing Concrete	10 LF	\$ 4.08 \$40.80
10	Remove Exst. Concrete, 4" Thick	6 SY	\$ 4.20 \$25.20
11	6' Concrete Sidewalk	10 LF	\$ 24.99 \$249.90
12	Bermuda Sodding (Tifton 419)	550 SY	\$ 4.00 \$2,200.00
13	Install Ready Mix Under Ex. Dugout & Bleachers Emergency Response/Surcharge for Limited /	1 LS	\$ 3,975.00 \$3,975.00
14	Restricted Access	1 LS	\$ 8,616.00 \$8,616.00
Subtotal			\$25,780.90

<u>Area 6</u>			
1	Remove Existing Chainlink Fence	80 LF	\$ 2.10 \$168.00
2	6' Chainlink Fence	80 LF	\$ 10.40 \$832.00
3	Earthwork, Excavation	20 CY	\$ 3.88 \$77.60
4	Provide Fill	20 CY	\$ 10.50 \$210.00
5	Silt Fence, Type III	20 LF	\$ 2.00 \$40.00
6	Baled Hay or Straw	7 EA	\$ 7.00 \$49.00
7	Establishing Grade	200 SY	\$ 2.10 \$420.00
8	Bermuda Sodding	200 SY	\$ 4.00 \$800.00
9	Restricted Access	1 LS	\$ 2,464.40 \$2,464.40
Subtotal			\$4,811.00

Grand Total

\$72,830.90
Bond \$873.97
Total \$73,704.87

*Call Calculated
Verified
5-20-14*

MAY 17, 2014

Page 3 of 3

UTILITY SERVICE CO., INC.

MYRTLE GROVE ATHLETIC PARK ARMORING FOR SUSTAINABILITY

ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL
Wash 1					
1	Furnish & Install Flexmat (16' Wide)	37.5	LF	\$ 185.08	\$6,910.50
2	Grade Pond Slopes	258	SY	\$ 2.50	\$640.00
3	Centipede Sodding	258	SY	\$ 2.55	\$652.80
Subtotal					\$7,483.30
Wash 2					
1	Establishing Grate	638	SY	\$ 0.28	\$217.88
2	Centipede Sodding	638	SY	\$ 2.55	\$1,626.90
3	Ditch Bottom Inlet, Type E (9-12')	1	EA	\$ 4,100.00	\$4,100.00
4	Conc Pipe Catch	2	EA	\$ 300.00	\$600.00
5	De-watering Trench	20	EA	\$ 22.50	\$450.00
6	Pipe Removal	5	LF	\$ 10.00	\$50.00
7	#57 Stone	15	CY	\$ 52.50	\$787.50
8	Remove & Replace Batting Cages	1	LS	\$ 378.53	\$378.53
Subtotal					\$8,723.91
Wash 3					
1	Furnish & Install Flexmat (10' Wide)	45	LF	\$ 185.08	\$7,428.60
2	Grade Pond Slopes	322	SY	\$ 2.50	\$805.00
3	Centipede Sodding	322	SY	\$ 2.55	\$821.10
Subtotal					\$9,054.70
Wash 4					
1	Furnish & Install Flexmat (16' Wide)	30	LF	\$ 170.14	\$5,104.20
2	Grade Pond Slopes	308	SY	\$ 2.50	\$770.00
3	Centipede Sodding	308	SY	\$ 2.55	\$785.40
Subtotal					\$6,659.60
Wash 5					
1	Furnish & Install Flexmat (16' Wide)	30	LF	\$ 170.42	\$5,112.60
2	Grade Pond Slopes	308	SY	\$ 2.50	\$770.00
3	Centipede Sodding	308	SY	\$ 2.55	\$785.40
Subtotal					\$6,668.00
Wash 6 (Behind Washed Out Damout)					
1	Furnish & Install Flexmat (16' Wide)	37.5	LF	\$ 185.08	\$6,910.50
2	Grade Pond Slopes	428	SY	\$ 2.50	\$1,072.50
3	Centipede Sodding	428	SY	\$ 2.55	\$1,093.95
Subtotal					\$8,356.95
Previously Approved Change Order Work & Contract Qty Unseems/Overruns					
1	Septic System Relocation	1	LS	\$ 4,655.00	\$4,655.00
2	T Ball Concession Area Drainage Modifications- Flexmat, Furno, Conc Curb & Toe Wall	1	LS	\$ 4,243.00	\$4,243.00
3	Additional T Ball Concession Area Curb	1	LS	\$ 1,750.00	\$1,750.00
4	Domestic Water Line Relocation - West Portion near Field "BB1"	1	LS	\$ 2,383.00	\$2,383.00
5	Additional Sod (Marsh Portion of Park)	4378	SY	\$ 3.00	\$13,134.00
6	Temporary Field/Slope Repairs (Mar 28-Apr 30)	1	LS	\$ 7,502.00	\$7,502.00
7	Deduct Adjust Ex FH & Valve	-1	EA	\$ 1,515.82	(\$1,515.82)
8	Deduct Unsealable Materials	-1030	CY	\$ 0.01	(\$10.00)
9	Pipe Ditching	100	CY	\$ 250.00	\$25,000.00
Subtotal					\$57,441.18
Grand Total					\$104,324.64
					\$1,252.52
Total					\$105,637.26

Calculations verified 5-20-14 PJ

**Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505**

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Myrtle Grove Athletic Park
 Project ID: ENG1601
 Location: 09 N. 61st Avenue
 Project Manager: Jeffrey King
 Date: 5/20/2014

Jeffrey King
 Signature Approval Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This RFF is to pay for repairs and sustainability to the Myrtle Grove Athletic Park from the April 29th rain event. The total for the work is \$178,468.18. An additional 120 days is required to complete all repairs.

10-11. 45.4A

Attached backup documentation _____ page (s).
 RFF/MTP Start Date _____ or Upon issuance of Notice to Proceed
 Time shall be increased/decreased by 120 calendar days.

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction COs			
Contract PD _____	Contractor _____		
Funds for Original Task Order			
Funds for Addendum # _____			
Task Order PD _____	Consultant _____		
Funds for Original Work Order			
Funds for Change Order # _____			
Contract PD <u>10-11 085</u>	Contractor <u>Utility Services Co. Inc</u>		\$ 178,342.13
Funds for Contingency	Consultant _____		
Funds for Permit Fees	Agency _____		
Funds for Lemo Purchases	Owner _____		
Funds for Title Work	Company _____		
Contract PD _____	Contractor _____		
Funds for _____			
Now Balance of CIP Project		\$	\$ (178,342.13)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
	_____	_____	_____	_____
To:	Fund	Project #	Project Name	Amount
	_____	_____	_____	_____
			Transfer	_____
County Engineer Signature		Transferred by	Transfer Date	
_____		_____	_____	

Posted to Expense
 Date: _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N
 V
 O
 I
 C
 E

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
 E
 N
 D
 O
 R

081314
 HEATON BROTHERS CONSTRUCTION CO INC
 5805 SAUFLEY FIELD RD
 PENSACOLA FL 32526-9482

S
 H
 I
 P
 T
 O

ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 05/20/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001510 REQ. DATE: 05/20/14

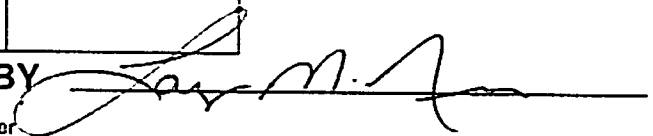
TERMS: NET 30 DAYS F.O.B.: DESC.: IF YOU HAVE ANY QUESTIONS

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	APRIL 2014 FLOOD "GENERAL DRAINAGE AND PAVING PRICING AGMT." BCC APPROVAL 09/16/13. WORK ORDER NO. 10.11.065.5A. NORTH CROW ROAD EMERGENCY REPAIRS."	97939.9300	97,939.93

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	97,939.93
01	330491 56301	97,939.93		TOTAL \$	97,939.93

APPROVED BY

Original Purchase Order



Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: 5/19/2014

2.) Project name: ENGFLOOD0414-06

3.) Contract No: 10-11.085. 5A

4.) Description of Services to be Performed:
Request for funds is for emergency storm sewer repair, excavation, fill, and pavement repair of North Crow Road and surrounding right-of-way erosion caused by damage from the April Flooding Incident. Scope of work will include, milling and replacement of a section of road, replacement of a storm junction box, replacement and reconnection of existing infrastructure to pre-existing conditions. The affected property owner will need the existing water meter relocated and the existing sprinkler system and landscaping would also need to be replaced.

5.) Negotiated Cost of Construction: \$ 5 97,939.93

6.) Location Work is to be Performed:
160 North Crow Road

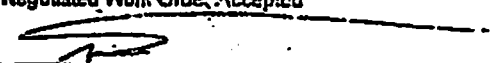
7.) Period of Time Services are to be Accomplished:
Starting Date of Work: 5/19/2012 or Upon Issuance of Notice to Proceed
Days to Complete: 30
Completion Date of Work: 6/18/2012

8.) Estimate of Items from Unit Bid Schedule Required for this Work Order

Schedule for Work Requested and Received

Project Manager  Date: 5/19/2014

Work Order Approved
Division Chief _____ Date: _____

Negotiated Work Order Accepted
 Date: 5/19/2014

Work Order Completed
Contractor Representative _____ Date: _____

North Crow Road
 Emergency Repairs
 BNGFL/0014-01

2014-1-005 General Paving and Drainage Pricing Agreement
 7.16.11 to 7.16.12
 1. 2013 till September 30, 2014

Heaton Brothers Construction
 Company, Inc.

Estimate	Category	Sub-Category	Quantity	Units	Unit Price	Est Cost
01100	00101	Performance Bond	1	Per 1000		
02100	00101	Maintenance, 0 - 15 Miles	1	EA	\$1,500.00	\$1,500.00
03100	00102	Cleaning and Grubbing (Including Trees UNDER 12" dia), per County Specifications 2333	233	SY	\$7.00	\$1,631.00
04100	00101	Earthwork Excavated by machine, County Specs 230C	185	CY	\$7.20	\$1,332.00
04100	00103	Earthwork Fill, County Specs 230B	185	CY	\$8.75	\$1,618.75
04100	00104	Provide Fill Along Road Shoulder (Truck Maximum)	20	CY	\$9.50	\$190.00
04100	00108	Remove and Replace Unsuitable Materials	20	CY	\$14.05	\$281.00
04100	00118	Dewatering Pump	14	Day	\$200.00	\$2,800.00
05200	00103	1 1/2" County Spec 2560 Type SP 12.5 Asphalt Concrete Surface less than 150day	150	SY	\$7.35	\$1,092.50
05500	00103	1 1/2" Existing Asphalt, 1.5" - 3" thickness, less than 150day	50	SY	\$10.00	\$500.00
05700	00111	Saw cut Existing Asphalt	40	LF	\$2.50	\$100.00
06100	00103	10" Stabilized Subgrade, County Spec 2307, less than 100day	150	SY	\$1.70	\$255.00
06200	00103	6" Graded aggregate Base "Un. LBR 100 at 100% Moist Proctor", County Specs 2400, less than 100day	150	SY	\$12.30	\$1,845.00
07800	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$1,000.00	\$1,000.00
07800	00101	Street Post for Quarterly, FDOT Index 450	2	EA	\$225.00	\$450.00
08500	00101	Saw cut Existing Concrete	20	LF	\$7.00	\$140.00
08500	00108	Remove All, over 10" depth	25	CY	\$700.00	\$17,500.00
09100	00444	6" Dia Structure Bottom, FDOT Index 200, 6-12" depth	1	EA	\$1,500.00	\$1,500.00
09100	00401	Storm Manhole, 6-8" depth	1	EA	\$1,650.00	\$1,650.00
09100	00605	Remove Ditch Bottom (including top and bottom)	1	EA	\$350.00	\$350.00
09200	00709	24" RCP Pipe, 0'-6" depth, less than 60'	24	LF	\$38.00	\$912.00
09500	00103	Pipe Removal, 36" and larger, over 60'	83	LF	\$15.00	\$1,245.00
09500	00114	Remove Existing Sand Bag Hoodwall, 30" and Larger	1	EA	\$850.00	\$850.00
09500	00114	Remove Sand, Soil, & Vegetation From Existing Culverts	5	CY	\$85.00	\$425.00
11200	00101	1" Water Service Line - Short, less than 120'	30	LF	\$300.00	\$9,000.00
11400	00102	Roadway Water Meter	0	EA	\$220.00	\$0.00
11400	00103	Roadway Water Meter	2	EA	\$110.00	\$220.00
11400	00104	Roadway Water Valve	1	EA	\$220.00	\$220.00
13100	00103	Concrete Sod Street, less than 100day	530	SY	\$7.60	\$4,028.00
13300	00101	S&P Fence Type II, less than 500'	150	LF	\$2.30	\$345.00
13400	00101	Remove Existing Pave (Stone Chip Pave or Concrete)	10	CY	\$75.00	\$750.00

Sub Totals 0 \$45,615.75

Performance and Payment Bond (Required for projects over \$25,000.00)

Grand Total \$48,289.93

Balance of Line (may not exceed 25% of total cost)

	Qty	Units	Unit Price	Est Cost
MOT @ 5% Sub Total	1	LS	\$2,280.79	\$2,280.79
14" X 7" Structure Bottom, FDOT Index 200, 6-12" depth, includes crane rental	1	EA	\$33,567.00	\$33,567.00
Manhole top with both down bd	1	EA	\$225.00	\$225.00
6" RCP Pipe, 6-12" depth, over 60'	55	LF	\$149.00	\$8,195.00

Balance of Line Total

Additional Performance and Payment Bond

Revised Grand Total with BDL

\$50,678.79
 \$763.18
 \$51,441.97

(Signature)
 5-20-14
 J. [Signature]

**Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505**

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: North Crow Road Emergency Repairs
 Project ID: ENG/FLOOD09414-00
 Location: 160 North Crow Road
 Project Manager: T.J. Williams
 Date: 5/18/2014

Jay Jones 5/19/14
 Signature Approval, District Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

Request for funds is for emergency storm sewer repair, excavation, fill, and pavement repair of North Crow Road and surrounding right-of-way erosion caused by damage from the April Flooding incident. Scope of work will include, milling and replacement of a section of road, replacement of a storm junction box, replacement and reconnection of existing infrastructure to pre-existing conditions. The affected property owner will need the existing water meter relocated and the existing sprinkler system and landscaping would also need to be replaced.

Attached backup documentation 2 page(s).
 RFF/NTF Start Date 5/19/2012 or Upon Issuance of Notice to Proceed
 Time shall be increased/decreased by 30 calendar days.
5/18/2012 Completion date

		Original	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction COF			
Contract PD _____ Contractor _____			
Funds for Original Test Order			
Funds for Addition of			
Test Order PD _____ Consultant _____			
Funds for Original Work Order			
Funds for Change Order's			
Contract PD <u>10-11,000.00</u> <u>EA</u> <u>Contractor Heston Brothers Construction</u>			<u>97,000.00</u>
Funds for Contingency			
Funds for Permit Fees			
Funds for Land Purchases			
Funds for Title Work			
Contract PD _____ Company Contractor _____			
Funds for _____			
New Balance of CIP Project		\$ -	\$ (97,000.00)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Printed to Expiration Date _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
S
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 040683
 DEPARTMENT OF COMMUNITY CORRECTIONS
 2251 N PALAFOX
 PENSACOLA FL 32501

S
H
I
P
T
O
 ESCAMBIA COUNTY CORRECTIONS
 CENTRAL BOOKING AND DETENTION-
 1700 WEST LEONARD STREET
 PENSACOLA, FL 32501
 ATTN: WHITNEY LUCAS 595-3114

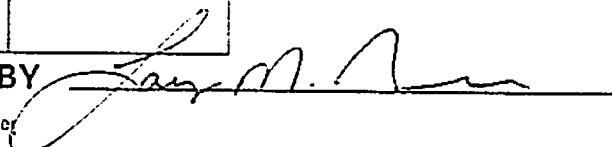
ORDER DATE: 05/20/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001529 REQ. DATE: 05/20/14

TERMS: NET 30 DAYS F.O.B.: DESC.:

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PURCHASE ORDER TO PROVIDE FOR LODGING AS A RESULT OF FLOODING AND SUBSEQUENT DISPLACEMENT OF INMATES RELATED TO THE INCIDENT AT ESCAMBIA CO. JAIL CBD APRIL 29, 2014	876000.0000	876,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	876,000.00
01	330491 55201	876,000.00		TOTAL \$	876,000.00

APPROVED BY



Original Purchase Order

BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
] PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843]

V
E
N
D
O
R
] 230384
 WALTON COUNTY SHERIFF'S OFFICE
 752 TRIPLE G ROAD
 DEFUNIAK SPRINGS FL 32433]

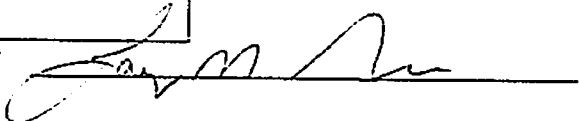
S
H
I
P
] ESCAMBIA COUNTY CORRECTIONS
 CENTRAL BOOKING AND DETENTION-
 1700 WEST LEONARD STREET
 PENSACOLA, FL 32501]
 T
O
] ATTN: WHITNEY LUCAS 595-3114]

ORDER DATE: 05/20/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001541	REQ. DATE: 05/20/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.:
--------------------	---------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PURCHASE ORDER TO PROVIDE FOR LODGING FOR INMATES DUE TO THE FLOODING AND SUBSEQUENT DISPLACEMENT AT ESC. CO. JAIL CENTRAL BOOKING AND DETENTION FACILITY RELATED TO DISASTER APRIL 29	1368750.0000	1,368,750.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,368,750.00
01	330491 55201	1,368,750.00		TOTAL \$	1,368,750.00

APPROVED BY 
 Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

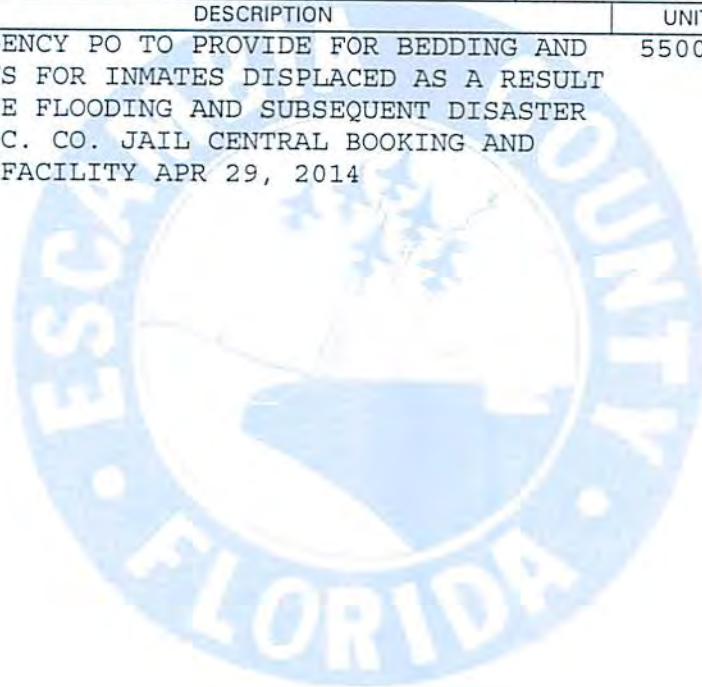
V [020807]
 E [BOB BARKER COMPANY INC]
 N [134 N MAIN ST]
 D [FUQUAY-VARINA NC 27526]
 O []
 R []

S [ESCAMBIA COUNTY CORRECTIONS]
 H [CENTRAL BOOKING AND DETENTION-]
 I [1700 WEST LEONARD STREET]
 P [PENSACOLA, FL 32501]
 T []
 O [ATTN: WHITNEY LUCAS 595-3114]

ORDER DATE: 05/20/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001544	REQ. DATE: 05/20/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.:
--------------------	---------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PO TO PROVIDE FOR BEDDING AND LINENS FOR INMATES DISPLACED AS A RESULT OF THE FLOODING AND SUBSEQUENT DISASTER AT ESC. CO. JAIL CENTRAL BOOKING AND DET. FACILITY APR 29, 2014	55000.0000	55,000.00



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	55,000.00
01	330491 55201	55,000.00		TOTAL \$	55,000.00

APPROVED BY _____

PURCHASE ORDER NO. 141347

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 [PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843]

V
E
N
D
O
R [190728
 SANTA ROSA COUNTY SHERIFF'S OFFICE
 5755 EAST MILTON ROAD
 MILTON FL 32583-7913]

S
H
I
P
T
O [ESCAMBIA COUNTY CORRECTIONS
 CENTRAL BOOKING AND DETENTION-
 1700 WEST LEONARD STREET
 PENSACOLA, FL 32501
 ATTN: WHITNEY LUCAS 595-3114]

ORDER DATE: 05/20/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001542	REQ. DATE: 05/20/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.:
--------------------	---------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PO TO PROVIDE FOR LODGING OF INMATES DISPLACED AS A RESULT OF THE ESCAMBIA CO. JAIL CENTRAL BOOKING AND DETENTION FLOODING EVENT OF APRIL 29, 2014	2828750.0000	2,828,750.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	2,828,750.00
01	330491 55201	2,828,750.00		TOTAL \$	2,828,750.00

APPROVED BY 

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
[PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843]

V
E
N
D
O
R
[021556
 BASKERVILLE-DONOVAN INC
 449 W MAIN STREET
 PENSACOLA FL 32502]

S
H
I
P
T
O
[ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT]

ORDER DATE: 05/21/14	BUYER: PAUL NOBLES	REQ. NO.: 14001548	REQ. DATE: 05/21/14
----------------------	--------------------	--------------------	---------------------

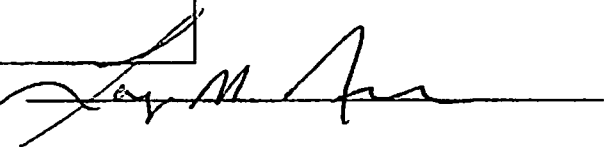
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 02-03.79
--------------------	-------------	--------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
IF YOU HAVE ANY QUESTIONS PLEASE CONTACT LIZ BUSH AT 850.595-3450					
01	1.00	LOT	TASK ORDER NO.02.03.79.2.27.ENG "EMERGENCY SERVICES FLOOD 2014 DESIGN AND SURVEYING SERVICES FOR SOUTH OLD CORRY FIELD ROAD REPAIR."	82818.3400	82,818.34

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	82,818.34
				TOTAL \$	82,818.34

01	330491	56301	82,818.34	
----	--------	-------	-----------	--

APPROVED BY



Original Purchase Order



TASK ORDER - PD 02-03.79.2.27.ENG

**EMERGENCY SERVICES FLOOD 2014
DESIGN AND SURVEYING SERVICES FOR SOUTH OLD CORRY FIELD ROAD REPAIR**

1.0 Authorization

This task order is issued under approval of the Board of County Commissioners, Escambia County, Florida in compliance with the provision of the code of ordinance chapter 46, Article II, Sec. 46-83 Emergency Purchases under the declaration of emergency by the Board of County Commissioners effective April 30, 2014 for the flood of 2014 and under the terms and conditions of Contract No. PD 02-03.079 Professional Services Agreement and Consultant Task Order.

2.0 Scope

Under this Task Order, the Engineer (Baskerville-Donovan, Inc.) will provide the Escambia County Public Works Department, Engineering Division with Design and Surveying Services for South Old Corry Field Road. This is for Emergency Services for the Flood Event of April 2014. (See attached Scope of Services dated May 20, 2014).

3.0 Schedule

This Task Order shall be completed within 180 calendar days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount of \$82,818.34. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.079.

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss study progress and alternatives.

Issued by:

Jay Jones

Escambia County, Florida

5/19/14

Date

Accepted by:

[Signature]

Baskerville-Donovan, Inc.

5/20/2014

Date

02-03-79. 2. 27. 04

ESCAMBIA COUNTY

S. OLD CORRY FIELD RD. REPAIR DESIGN AND SURVEYING SERVICES

SCOPE OF SERVICES May 20, 2014

GOALS AND OBJECTIVES

The intent of this project is to prepare a set of construction documents for the repair of S. Old Corry Field Road at its crossing with Jones Swamp Creek. The roadway suffered a catastrophic failure following the April 29, 2014 rain event and subsequent damage caused by flood levels within Jones Creek. The roadway will be replaced to its original width and elevations. The existing culvert shall remain in-place if determined to be in good condition during the Damage Engineering Assessment.

The design will meet current County standards and specifications. In addition, we will recommend enhancements to key system components within the area for future sustainability.

WORK SCOPE TASKS

Task 1: Design Concepts

Repair of the roadway will require replacing the existing sandbag headwalls. Two design concepts will be developed for the headwalls to include cast-in-place and sheet-pile wall construction. Typical sections and a preliminary cost estimate will be developed for each concept. They will be presented to Escambia County for decision. Design will then be based upon the chosen type of construction.

Task 2: Construction Documents

This task shall include preparation of the construction documents necessary to rebuilding the roadway, including design plans and construction specifications. Consultant shall coordinate plans production and decisions with Escambia County staff, including the County's Engineer (Joy Bluekmon). Plan submittals and review meetings with County staff shall take place at the 60%, 90%, and 100% design phases. All comments from the review meetings shall be incorporated into the subsequent design phase. The Consultant shall prepare final plans and specifications for construction subsequent to the 100% design review.

South Old Corry Road Repair Design Services
Scope of Services
May 20, 2014
Page 2 of 3

Task 3: Bid Documents and Support

The Consultant shall assist the County in preparation of bid documents and evaluation of bids once received as part of this task. This will include a pre-bid meeting, addressing questions during the bidding phase of the project, and reviewing Contractor submittals.

Task 4: Construction Coordination and As-Built Certification

As part of this task, the Consultant shall coordinate with County staff and the Contractor during construction. The coordination includes the Consultant attending construction progress and utility coordination meetings. Additionally, the Consultant shall review Contractor supplied as-built drawings and certify the project was constructed in accordance with the construction documents.

Task 5: Surveying

Survey services will include a Topographic Survey of the repair area, the location of utilities and drainage features. The right of way lines will be shown and horizontal and vertical control will be established for construction.

Task 6: Geotechnical Report (Optional Task)

Depending on the type of construction chosen by the owner following Task 1 above, a geotechnical report may be necessary. If cast-in-place construction is chosen a geotechnical report will be prepared in order to make recommendations regarding the foundation of the headwalls.

DELIVERABLES AND SCHEDULE

Consultant shall deliver one (1) set of plans (11"x17") and specifications, as well as one electronic version (PDF) of each for the 60%, 90%, and 100% submittals. The final submittal shall include four (4) signed and sealed sets of plans (22"x34") and one (1) signed and sealed specifications, as well as one electronic version (PDF) of each to the County.

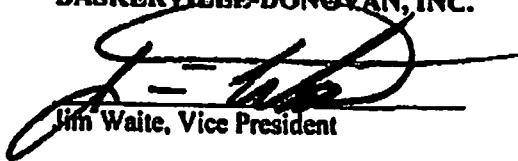
FEE STRUCTURE

Lump Sum: \$72,818.34 (Tasks 1-5)
Lump Sum: \$10,000.00 (Task 6)
Lump Sum: \$82,818.34 (Total)

South Old Corry Road Repair Design Services
Scope of Services
May 20, 2014
Page 3 of 3

Accepted by:

BASKERVILLE-DONOVAN, INC.


Jim Waite, Vice President

5/20/2014
Date

Accepted by:

ESCAMBIA COUNTY

Joy D. Blackmon, P.E.
Public Works Director

Date

**DESIGN SERVICES FOR SOUTH OLD CORY ROAD
DAMAGE REPAIRS**

MANHOURLY AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADD DESIGNER	CEI INSPECTOR	SR SURVEYOR AND MAPPER	SURVEYOR AND MAPPER	SURVEY FIELD CREW	ADMIN SERVICES	TOTAL MAN-HOURS	FEE
	\$124.13	\$111.00	\$99.84	\$60.00	\$73.17	\$120.00	\$65.32	\$115.00	\$40.00		
A. Design Concepts/Alternatives											
1 Evaluate COP vs Streetline Headwall	4		4						2	10	\$
2 Prepare recommendations	4	2	4						2	12	\$
3 Meetings-Coordination	4	4	4						2	14	\$
Subtotal	12	6	12	0					6	36	\$
											3,480.72
B. Construction Plans											
1 Prepare 60-90-100% plans	60	60	100	120						360	\$
2 Prepare submittals	8	8	24	24						72	\$
3 Incorporate comments	15	8	12	12					4	52	\$
4 Meetings-Coordination	8	8	8						2	26	\$
Subtotal	112	84	144	136					14	310	\$
											46,180.24
C. Bidding Documents/Support											
1 Prepare bid form and scope		8	8						2	18	\$
2 Coordinate bid process		2	4						2	10	\$
3 Compile bids		2							2	4	\$
Subtotal	0	14	12	0					6	32	\$
											2,687.00
C. Construction Coordination											
1 Construction Coordination	20	12	40						8	60	\$
2 Attend Progress Meetings	10	10	12						8	40	\$
3 As-built Certification	4		8	16					2	30	\$
Subtotal	34	22	60	16					18	150	\$
											13,780.38
E. Surveying Services											
1 Vertical - Horizontal Control						2		12	2	19	\$
2 Topographic data						2		8		10	\$
3 Utility Locates						2		8		8	\$
4 Mapping				20		2				22	\$
Subtotal	0	0	0	20		6		28	2	59	\$
											6,510.00

TOTAL LUMP SUM FEE	\$ 72,818.34
OPTIONAL SERVICES	
GEOTECHNICAL INVESTIGATION	\$ 10,000.00
TOTAL ESTIMATED FEE	\$ 82,818.34
OVERHEAD RATE	165%
FCCM	1.25%
PROFIT MARGIN	15%

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 160114
 PANHANDLE GRADING & PAVING INC
 P O BOX 3717
 PENSACOLA FL 32516

S
H
I
P
T
O
 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

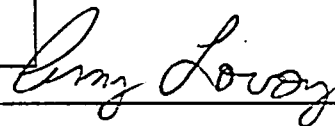
ORDER DATE: 05/22/14	BUYER: PAUL NOBLES	REQ. NO.: 14001558	REQ. DATE: 05/22/14
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: JOB SITE	DESC.: PD 10-11.065
--------------------	------------------	---------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CONTACT ROBIN LAMBERT AT 595-3412 WITH ANY QUESTIONS					
01	1.00	LOT	CONTRACT PD 10-11.065, WORK ORDER PD 10-11.065.2I "EMERGENCY WORK APRIL FLOOD 2014 TO RESET EXISTING BOX CULVERT AND REPAIR ROADWAY AT JOHNSON AVENUE"	455980.7600	455,980.76

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	455,980.76
01	330491 56301	455,980.76		TOTAL \$	455,980.76

APPROVED BY



Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

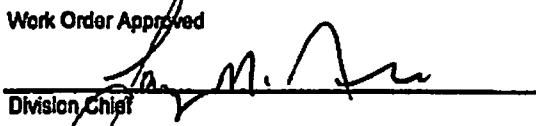
- 1.) Date: 5/20/2014
- 2.) Project name: Johnson Ave Box Culvert Repair
- 3.) Contract No: 10-11.085.121
- 4.) Description of Services to be Performed:
Reset existing box culvert at Johnson Avenue and repair roadway, as necessary to reopen and provide safe passage through the roadway, including associated improvements. The repair work includes earthwork, sediment and debris removal, twoable fill, minimal asphalt, base, and subgrade, guardrail replacement, replacement endwall, MOT, temporary by-pass storm pipe, etc. Contractor shall also satisfy all federal emergency response requirements for FHWA reimbursement. Satisfying Federal Government Requirements shall be documented by contractor with staff hours prior to payment. Truck tickets are required to document quantities of earthwork and materials.
- 5.) Negotiated Cost of Construction: \$ \$ 455,980.76
- 6.) Location Work is to be Performed: Johnson Ave

Johnson Ave just West of Olive Road Intersection
- 7.) Period of Time Services are to be Accomplished:
Starting Date of Work: 5/23/2014 or Upon Issuance of Notice to Proceed
Days to Complete: 45
Completion Date of Work: 7/7/2014
- 8.) Estimate of Items from Unit Bid Schedule Required for this Work Order attached pricing agreement

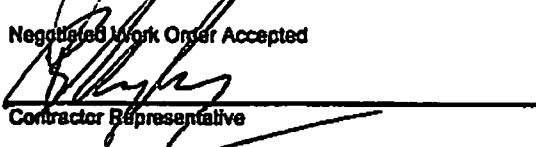
Schedule for Work Requested and Received


Project Manager

Date: 5/21/14

Work Order Approved

Division Chief

Date: 5/21/14

Negotiated Work Order Accepted

Contractor Representative

Date: 5/20/14

Work Order Completed

Contractor Representative

Date: _____

Johnson Ave Box Culvert PD10-11.065 General Paving and Drainage Pricing Agreement

Panhandle Grading and

Johnson Ave just West of
Olive Road Intersection

Valid From October 1, 2013 till September 30, 2014

Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$1,300.00	\$1,300.00
03100-	00102	Clearing and Grubbing (including Trees UNDER 12" dia), per County Specifications 2230	2000	SY	\$2.00	\$4,000.00
04100-	00101	Earthwork Excavation by machine, County Specs 2300	667	CY	\$3.60	\$2,334.50
04100-	00103	Earthwork Fill, County Specs 2300	8000	CY	\$7.00	\$42,000.00
04100-	00105	3" Top Soil	600	SY	\$0.80	\$480.00
04100-	00106	Earthwork Establishing Grade, County Specs 2300	1187	SY	\$0.50	\$593.50
04100-	00108	Final grading and seal rolling prior to paving	587	SY	\$1.00	\$587.00
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	587	SY	\$7.80	\$4,578.60
05700-	00110	Remove Existing Asphalt	5283	CF	\$2.00	\$10,566.00
05700-	00111	Saw cut Existing Asphalt	48	LF	\$1.75	\$84.00
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	587	SY	\$2.00	\$1,174.00
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	587	SY	\$11.00	\$6,457.00
07300-	00105	Thermoplastic 6" Solid Stripes, White or Yellow	800	LF	\$0.75	\$600.00
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$650.00	\$650.00
07800-	00103	W-Beam Guardrail, FDOT Index 400	400	LF	\$31.50	\$12,600.00
07800-	00109	End Anchorage Assembly, FDOT Index 400	4	EA	\$315.00	\$1,260.00
07800-	00110	Remove Existing Guardrail	400	LF	\$10.50	\$4,200.00
09400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	200	SY	\$32.40	\$6,480.00
09500-	00103	Remove Existing Concrete, 4" thick	750	SY	\$5.00	\$3,750.00
09500-	00105	Remove Existing Concrete	80	CY	\$13.00	\$1,040.00
09800-	00106	Flowable fill, over 20cy	75	CY	\$190.00	\$14,250.00
09200-	00915	36" CMP Pipe, 6'-12" depth, less than 60' (TEMAP bypass)	40	LF	\$67.25	\$2,690.00
09400-	00101	Class I Concrete for Endwalls (steel included)	10	CY	\$875.00	\$8,750.00
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA	\$550.00	\$550.00
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	400	CY	\$180.00	\$78,000.00
13100-	00101	Centipede Sod, Staked, less than 1000sy	125	SY	\$1.65	\$243.75
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	200	SY	\$62.35	\$12,470.00
13300-	00101	Silt Fence Type III, less than 500'	200	LF	\$1.65	\$330.00
13300-	00105	Staked Turfday Barrier	60	LF	\$12.75	\$765.00
13300-	00109	Baled Hay or Straw	100	EA	\$8.00	\$800.00
14100-	00103	6" Chain Link Fence, less than 150 ft	200	LF	\$12.75	\$2,550.00
17100-	00101	Jobsite Board for posting project information, permits, etc	1	EA	\$500.00	\$500.00
Sub Totals						\$224,633.35
Performance and Payment Bond (Required for projects over \$25,000.00)						\$2,470.97
Grand Total						\$227,104.32
Balance of Line (may not exceed 26% of total cost)			Qty	Units		
MOT @ 5% Sub Total			1	LS	\$11,231.67	\$11,231.67
Reset Existing Concrete Box Culvert			1	LS	\$84,500.00	\$84,500.00
Emergency Response to Expedite, Overtime, Coordination with Utilities, and Additions			1	LS	\$123,482.41	\$123,482.41
Connection of box culvert to existing headwall			1	LS	\$5,000.00	\$5,000.00
Satisfy Federal Government Requirements for staff hours			1	LS	\$2,172.12	\$2,172.12

**Escambia County Public Works Department
Engineering Division
3303 W. Park Place
Pensacola, Florida 32606**

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Johnson Ave Box Culvert Repair
 Project ID: ENGFL000414-11
 Location: Johnson Ave just West of OMa Road Intersection
 Project Manager: _____
 Date: 5/20/2014

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

Reset existing box culvert at Johnson Avenue and repair roadway, as necessary to reopen and provide safe passage through the roadway, including associated improvements. The repair work includes earthwork, sediment and debris removal, flowable fill, minimal asphalt, base, and subgrade, guardrail replacement, replacement endwall, MOT, temporary by-pass storm pipe, etc. Contractor shall also satisfy all federal emergency response requirements for FHWA reimbursement. Satisfying Federal Government Requirements shall be documented by contractor with staff hours prior to payment. Truck tickets are required to document quantities of earthwork and materials.

Attached backup documentation _____ page (s).
 RFF/NTP Start Date 5/23/2014 or Upon Issuance of Notice to Proceed
 Time shall be increased/decreased by 45 calendar days.
7/17/2014 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD _____	Contractor _____			
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD _____	Consultant _____			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD <u>10-11.065 21</u>	Contractor <u>Panhandle Grading and Paving, Inc.</u>			\$ 455,680.76
Funds for Contingency	Consultant _____			
Funds for Permit Fees	Agency _____			
Funds for Land Purchases	Owner _____			
Funds for Title Work	Company _____			
Contract PD _____	Contractor _____			
Funds for _____				
New Balance of CIP Project			\$	\$ (455,680.76)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
	_____	_____	_____	_____
To:	Fund	Project #	Project Name	Amount
	_____	_____	_____	_____
			Transfer	_____
County Engineer Signature _____		Transferred by _____	Transfer Date _____	

Printed to Expedient
Date _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N
 V
 O
 I
 C
 E

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
 E
 N
 D
 O
 R

406608
 INGRAM SIGNALIZATION INC
 4522 NORTH DAVIS HIGHWAY
 PENSACOLA FL 32503

S
 H
 I
 P

TRANSPORTATION & TRAFFIC ENGIN
 3363 WEST PARK PLACE
 PENSACOLA, FL 32505

T
 O

ATTN: ROBIN LAMBERT

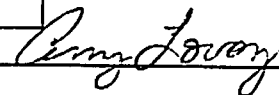
ORDER DATE: 05/23/14	BUYER: PAUL NOBLES	REQ. NO.: 14001571	REQ. DATE: 05/23/14
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: JOB SITE	DESC.: PD 12-13.049
--------------------	------------------	---------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CONTACT COLBY BROWN AT 554-3034 WITH ANY QUESTIONS					
01	1.00	LOT	EMERGENCY APRIL FLOOD 2014 "DDIR SUPPORT 387134.0000 - SIGNAL CABINET DAMAGE". SEE ATTACHED DOCUMENTATION		387,134.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	387,134.00
01	330491 54601	387,134.00		TOTAL \$	387,134.00

APPROVED BY



Wendy C Eacret

Subject: FW: FPID 435955-1 (Escambia County Traffic Signal Emergency Repair)

From: "Castells, Dustin" <Dustin.Castells@dot.state.fl.us>
To: "Colby S. Brown" <CSBROWN@co.escambia.fl.us>
Cc: "Sanders, Beverly Renae" <Renae.Sanders@dot.state.fl.us>, "derek.fusco@dot.gov" <derek.fusco@dot.gov>
Subject: FPID 435955-1 (Escambia County Traffic Signal Emergency Repair)

Good Afternoon Colby,

Please find attached a Local Emergency Relief Reimbursement Agreement (I have also attached the environmental document). The DDIR has been approved by FHWA and the Department. The agreement will need to be signed by the appropriate County official and supported by a resolution from the board. Please print three (3) copies and have them signed. Once signed, please return them to the Department for final execution.

Note: You will see that this agreement includes a copy of the DDIR that has not been signed by FHWA. Once we receive the signed version from FHWA, it will replace this copy.

Also, I will need to see a copy of the construction contract/work order including all the federal requirements and etc. Also, as time allows please provide documentation showing that this contract was advertised competitively.

Thanks,

Dustin Castells
Florida Department of Transportation
District 3 Local Agency Program Administrator
1074 Highway 90 East
Chipley, Florida 32428
Phone (850) 330-1227
e-mail dustin.castells@dot.state.fl.us <<mailto:dustin.castells@dot.myflorida.com>>
Click here for: LAP
Manual <http://www.dot.state.fl.us/projectmanagementoffice/LAP/LAP_TOC.shtm> LAPIT
Login <<https://www3.dot.state.fl.us/LocalAgencyProgram/Account.aspx/LogOn>> LAP
Forms <<http://www.dot.state.fl.us/projectmanagementoffice/LAP/LapForms.shtm>>

"I press on toward the goal..."
Philippians 3:14

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



Board of County Commissioners • Escambia County, Florida

Colby Brown, P.E.
Program Director
Transportation & Traffic Operations

May 13, 2014

Mrs. Traci Ingram-Gay
Ingram Signalization, Inc.
4522 North Davis Highway
Pensacola, FL 32505

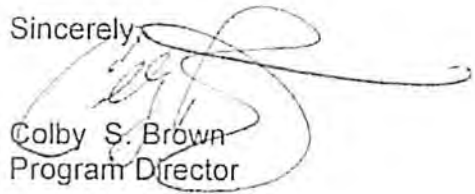
Dear Mrs. Ingram-Gay,


Please be advised that an emergency purchase order is being issued under the emergency declaration of April 30, 2014 for the repair and/or installation of traffic signal cabinets and controllers that were damaged during Escambia County's April 2014 Flood Event. The purchase order will be based on the current contract (Contract PD #12-13.049) and the Federal Requirements attached.

Signing this letter below indicates the agreement by Ingram Signalization, Inc. to comply with the Federal requirements and/or conditions in the attached documents for work performed under this Purchase Order.

If you have any questions or need additional information, please call my office at (850)595-3404.

Sincerely,


Colby S. Brown
Program Director

Concur: 

Traci Ingram-Gay

Date: 5/27/14

DETAILED DAMAGE INSPECTION REPORT (Title 23, Federal-aid Highways)	Report Number SF-48
U.S. Department of Transportation Federal Highway Administration	Sheet <div style="text-align: center;">1 of 1</div>
Location (Name of Road and Milepost) Signal Cabinets and Controllers on various corridors designated as Federal Aid Roadways (See Attached - Signal Cabinet Damage Estimates 051414)	FHWA Disaster Number FL-14-01
Description of Damage Flooded Cabinets/Controllers and Lightning Strike Damage as a result of the April 29/30 Rain Event (See attached: Signal Cabinet Flood Damage Photos 2014, Signal Cabinet Invoices - Ingram, FHWAtimeSheet)	Inspection Date 5/1-8/2014
	Federal-aid Route Number State FL County ESCAMBIA

Cost Estimate

EMERGENCY	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost		
					Completed	Remaining	
	Project Engineer	hr	\$38.29	2		\$76.58	
	Administration	hr	\$16.58	4		\$66.32	
	Senior Technician	hr	\$23.13	12		\$277.56	
	Flooded Cabinets/Controllers ATC1000	ea	\$23,786.00	6		\$142,716.00	
	Flooded Cabinets/Controllers 3000E	ea	\$22,591.00	6		\$135,546.00	
	Flooded Cabinets/Controllers (Master)	ea	\$29,801.00	2		\$59,602.00	
	Lightening Strike Controller Replacement ATC1000	ea	\$6,970.00	3		\$20,910.00	
	Lightening Strike Controller Replacement 3000E	ea	\$5,775.00	1		\$5,775.00	
	Lightening Strike Controller Replacement (Master)	ea	\$12,985.00	1		\$12,985.00	
	Ingram Work Orders (Initial Interim Repairs)	total	\$11,638.00	1		\$11,638.00	
	Pedestal	ea	\$1,200.00	8		\$9,600.00	
	Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				Subtotal	\$0.00	\$399,192.46
					PE/CE		
					Emergency Repair Total		\$399,192.46
PERMANENT RESTORATION							

PERMANENT RESTORATION	Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract	Subtotal	PE/CE	Right-of-Way	Perm. Repair Totals	\$0.00

Environmental Assessment Recommendation <input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EA/EIS		Estimated Total	\$399,192.46
Recommendation <input type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	FHWA Engineer	Date	
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	State Engineer	Date	
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Representative	Date	

Duplily signed by County Designated Quality Control, and State Representative
 Date: 5/14/14 12:12:33 PM

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N
 V
 O
 I
 C
 E

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
 E
 N
 D
 O
 R

120128
 LAKEVIEW CENTER INC
 1221 WEST LAKEVIEW AVENUE
 PENSACOLA FL 32501-1836

S
 H
 I
 P
 T
 O

ESCAMBIA COUNTY CORRECTIONS
 CENTRAL BOOKING AND DETENTION-
 1700 WEST LEONARD STREET
 PENSACOLA, FL 32501
 ATTN: WHTINEY LUCAS 595-3114

ORDER DATE: 05/23/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001569	REQ. DATE: 05/23/14
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PURCHASE ORDER TO PROVIDE FOR MENTAL HEALTH COUNSELORS TO ASSIST WITH ISSUES RELATED TO THE INCIDENT AT ESC. CO. CENTRAL BOOKING AND DETENTION FACILITY	50000.0000	50,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	50,000.00
01	330491 53101	50,000.00		TOTAL \$	50,000.00

APPROVED BY *Lucy Loring*
 Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

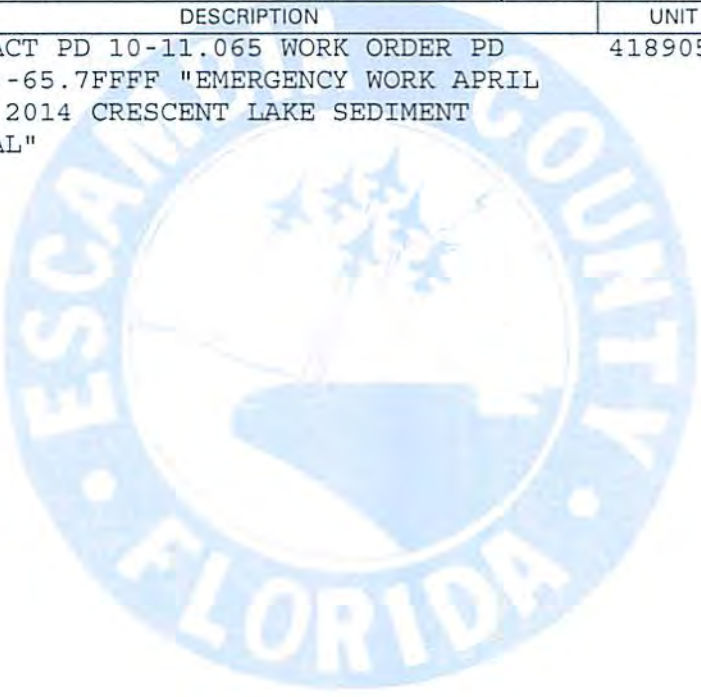
V [182328]
 E [ROADS INC OF NWF]
 N [106 STONE BLVD]
 D [CANTONMENT FL 32533]
 O []
 R []

S [ENGINEERING]
 H [ENGINEERING DEPARTMENT]
 I [3363 WEST PARK PLACE]
 P [PENSACOLA FL 32505]
 T []
 O [ATTN: ROBIN LAMBERT]

ORDER DATE: 05/23/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001573 REQ. DATE: 05/23/14

TERMS: NET 30 DAYS F.O.B.: DESC.: CONTACT MATT MOONEYHAM AT

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 10-11.065 WORK ORDER PD 10-11.-65.7FFF "EMERGENCY WORK APRIL FLOOD 2014 CRESCENT LAKE SEDIMENT REMOVAL"	418905.3300	418,905.33



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	418,905.33
01	330491 56301	418,905.33		TOTAL \$	418,905.33

APPROVED BY _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:
 V [escambia.invoices@escambiaclerk.com
 O [CLERK OF THE COURT & COMPTROLLER
 I [HON. PAM CHILDERS
 C [221 PALAFOX PLACE, SUITE 140
 E [PENSACOLA, FL 32502-5843

V [026316
 E [BRYAN D KRAUSE
 N [DBA NURSEFINDERS OF PENSACOLA, LLC
 D [9120 MIDLOTHIAN TURNPIKE
 O [RICHMOND VA 23235

S [ESCAMBIA COUNTY CORRECTIONS
 H [CENTRAL BOOKING AND DETENTION-
 I [1700 WEST LEONARD STREET
 P [PENSACOLA, FL 32501
 T [ATTN: WHITNEY LUCAS
 O [

ORDER DATE: 05/23/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001576 REQ. DATE: 05/23/14

TERMS: NET 30 DAYS F.O.B.: DESC.:

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PURCHASE ORDER TO PROVIDE FOR MEDICAL STAFF TO ASSIST IN INMATE CARE RELATED TO INCIDENT AT ESCAMBIA CO. JAIL CENTRAL BOOKING AND DETENTION FACILITY APR 29	112000.0000	112,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	112,000.00
01	330491 53101	112,000.00		TOTAL \$	112,000.00

APPROVED BY



BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N PLEASE EMAIL INVOICES TO:
 V escambia.invoices@escambiaclerk.com
 O CLERK OF THE COURT & COMPTROLLER
 I HON. PAM CHILDERS
 C 221 PALAFOX PLACE, SUITE 140
 E PENSACOLA, FL 32502-5843

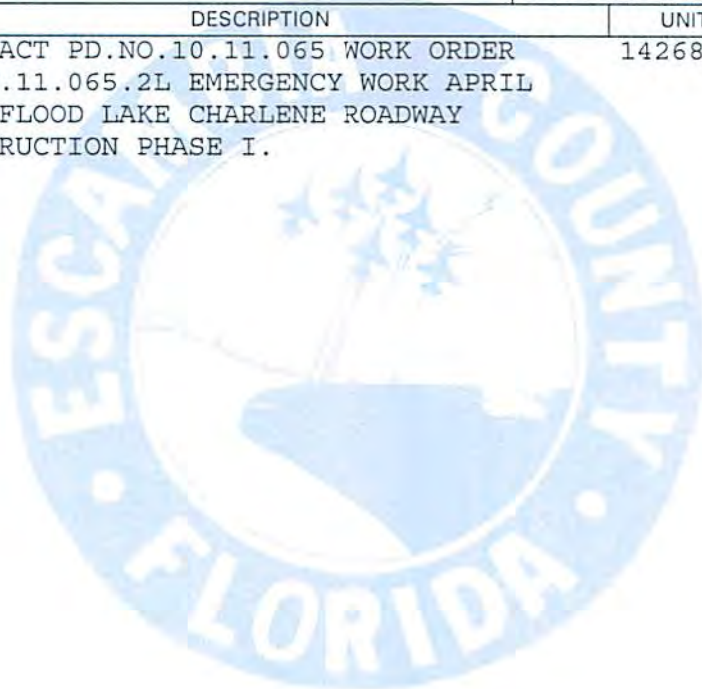
V 160114
 E PANHANDLE GRADING & PAVING INC
 N P O BOX 3717
 D PENSACOLA FL 32516
 O
 R

S ENGINEERING
 H ENGINEERING DEPARTMENT
 I 3363 WEST PARK PLACE
 P PENSACOLA FL 32505
 T
 O ATTN: ROBIN LAMBERT

ORDER DATE: 05/27/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001579 REQ. DATE: 05/27/14

TERMS: NET 30 DAYS F.O.B.: DESC.: IF YOU HAVE ANY QUESTIONS

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD.NO.10.11.065 WORK ORDER NO.10.11.065.2L EMERGENCY WORK APRIL 2014 FLOOD LAKE CHARLENE ROADWAY CONSTRUCTION PHASE I.	142688.6000	142,688.60



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	142,688.60
01	330491 56301	142,688.60		TOTAL \$	142,688.60

APPROVED BY _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6229

County Administrator's Report 13. 31.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/03/2014

Issue: Emergency Purchase Orders in Excess of \$50,000 Related to Flood Event of 2014 and Explosion

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Emergency Purchase Orders in Excess of \$50,000 Related to the Flood Event of 2014 and Explosion at the Escambia County Central Booking and Detention Center - Amy Lovoy, Management and Budget Services Department Director

That the Board accept for information and ratify the issuance of the following Purchase Orders in excess of \$50,000, issued under the Declaration of Local State of Emergency, effective April 29, 2014, through May 27, 2014, for procurement of goods and services for protective measures and repairs to County Buildings and Equipment damaged or destroyed by the Flood Event of 2014 and the natural gas explosion at the Escambia County Central Booking and Detention Center (CBDC):

P.O. Number	Contractor	Amount	Description
141189	StopLoss Specialists, LLC	\$1,873,000	Emergency Building Repairs
141190	AMEC Environment & Infrastructure	\$67,500	Industrial Hygiene Services
141205	R D Ward Construction Co., Inc.	\$515,850	Building Repairs JJC
141206	A.E. New Jr., Inc.	\$120,492	Building Repairs Extension Ctr.
141222	Engineered Cooling Services, Inc.	\$886,235.33	Emergency Rental Chiller
141223	Birkshire Johnstone, LLC	\$475,277.63	Building Repairs - 4 Locations
141230	H.M. Yonge & Associates, Inc.	\$121,700	Chiller Plant, JJC Engineering
141261	Belfor USA Group	\$2,007,276.50	Emergency Repairs Health
141262	Advanced Compressed Air Tech, Inc.	\$50,670.65	Lift Repairs ECAT
141275	SWS First Response	\$185,000	Mitigation at ECAT
141277	CBS Enterprises, Inc.	\$1,376,500	Emergency Mitigation
141332	Carter Goble Associates, Inc.	\$110,000	Interim Housing Options

[Funding: Fund 501, Internal Service Fund for Insurance Claims, Cost Center 140836, Building Damages]

BACKGROUND:

Escambia County and surrounding areas received in excess of 25 inches of rain in less than 24 hours causing significant flash flooding to occur in the City of Pensacola and the unincorporated areas of the County causing significant damage to homes, roads, and bridges and several County buildings. On April 29, 2014, a State of Emergency was declared by the Escambia County Board of Commissioners. Shortly after 11:00 p.m. on April 29, 2014, an explosion occurred at the Central Booking and Detention Center, located on Leonard Street, a site with significant flooding that housed over 600 inmates and was staffed by Corrections Officers. The County Emergency Medical Services and Fire Departments responded immediately and unfortunately there were 2 fatalities and serious injuries. Overall, there were many County Buildings damaged and the Central Energy Plant was destroyed.

BUDGETARY IMPACT:

Funding: Fund 501 Internal Service Fund for Insurance Claims, Cost Center 140836 Building Damages and claims are being processed through Risk Management against policies for Flood, and Property and Casualty.

LEGAL CONSIDERATIONS/SIGN-OFF:

The declaration of emergency was filed by the County Attorney's Office on April 29, 2014 and extended through May 27, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II Purchases and Contracts, Section 93 Emergency Purchases.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Emergency Purchase Orders for Fund 501

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
] PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
] 195639
 STOPLOSS SPECIALISTS LLC
 315 CURIE DRIVE
 ALPHARETTA GA 30005-2264

S
H
I
P
] FACILITIES MAINTENANCE
 SEE BELOW

T
O
] ATTN:

ORDER DATE: 05/09/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001357 REQ. DATE: 05/07/14

TERMS: NET 30 DAYS F.O.B.: DESC.: DANYA CLAPP 595-3190

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
-------	----------	-----	-------------	------------	-----------

EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED
 4/29/2014.

01	1.00	LOT	EMERGENCY REPAIRS FOR DAMAGED BUILDINGS.1873000.0000		1,873,000.00
----	------	-----	--	--	--------------

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,873,000.00				
01	140836 54601	217,000.00	414F179A	<table border="1"> <tr> <td colspan="3">TOTAL \$</td> <td>1,873,000.00</td> </tr> </table>		TOTAL \$			1,873,000.00
TOTAL \$			1,873,000.00						
01	140836 54601	267,000.00	414F0295						
01	140836 54601	380,000.00	414F0130						
01	140836 54601	78,000.00	414F0146						
01	140836 54601	286,000.00	414F0080						
01	140836 54601	380,000.00	414F0119						
01	140836 54601	67,000.00	414F0102						
01	140836 54601	3,000.00	414F0118						
01	140836 54601	97,500.00	414F0071						
01	140836 54601	97,500.00	414F0173						

APPROVED BY 

Original Purchase Order



14001357

ESTIMATE FOR EMERGENCY MITIGATION SERVICES

May 5, 2014

David W. Wheeler, CFM
Director
Escambia County Facilities Management Branch
Office 850-595-3190
Fax 850-595-3192

RE: EMS Response to the April 29, 2014 Storm Event affecting the following facilities;
14-1 Archive Building, 98-1 Central Office Complex, 95 County Probation "COB", 80 Checks Division,
112 Juvenile Detention, 68-2 Evidence/Special Investigations, 72-1 Leonard Street Garage, 68-1 Sheriffs'
Fuel Station, 113 Extension Services & Wind Mitigation

Mr. Wheeler,

The projected costs associated with the above referenced facilities are based upon the current known scope of work already in progress and as described in our previous daily meetings, including today. As discussed previously and in today's meeting, there are unknown costs associated with two very complex structures (95 County Probation & 68-2 Evidence/Special Investigations) that could have an impact on the overall cost projection described in this estimate.

The estimated costs for the above referenced facilities with the information known at the time of this estimate are:

One Million Eight Hundred Seventy Three Thousand \$1,873,000.00 and are broken down as follows:

14-1 Archive Building - \$217,000.00
98-1 Central Office Complex - \$267,000.00
95 County Probation "COB" - \$380,000.00
80 Checks Division - \$78,000.00 *May Maint*
112 Juvenile Detention - \$286,000.00
68-2 Evidence/Special Investigations - \$380,000.00
72-1 Leonard Street Garage - \$67,000.00
68-1 Sheriffs' Fuel Station - \$3,000.00 *IB*
113 Extension Services & Wind Mitigation - \$195,000.00



StopLoss will invoice based upon actual Time and Materials incurred as previously agreed and described in our approved *Escambia County Exclusive 2012-2013 Rate Sheet* delivered to Mr. Joe Pillitary on October 22, 2012.

Should you have any questions, please don't hesitate to call me.

Kindest Regards,

John Lewis

A handwritten signature in black ink, appearing to read "John Lewis", is written over the printed name. The signature is fluid and cursive, with a large, prominent loop at the bottom.



2012-2013 RATE SHEET

Pricing Exclusively for Escambia County

NOTES

LABOR NOTES:

- 1) Labor rates are for labor only and do not include travel, per diem, lodging, tools, transportation, etc.
- 2) Regular work hours are Monday through Friday 7:30 am to 4:00 pm with a 30 minute lunch break.
- 3) Overtime work hours are hours worked before 7:30 am and after 4:00 pm and all day Saturday.
- 4) Overtime will be charged at a rate of 1.5 times the regular hourly rate.
- 5) Double time (2 times the regular hourly rate) work hours are hours worked on Sundays and all Holidays.
- 6) SLS recognizes all US Federal Holidays.
- 7) Travel time is the time the labor force is in transit to or from the site and from lodging. Any time in excess of 30 minutes per direction will be billed at the standard hourly rate unless the travel occurs on a Holiday.
- 8) Travel time will be charged during the mobilization and demobilization at the standard hourly rate unless the travel occurs on a Holiday.
- 9) Standby nonproductive time will be billed at 8 hours per day in the event circumstances beyond SLS's control delay SLS personnel from beginning work or performing work. (i.e., Inclement weather, road closures, etc.)
- 10) Lodging and related expenses will be billed at cost plus 10% markup not including any overhead and profit.
- 11) Per Diem charge will be \$35 per day and may be adjusted for market conditions, should they arise.
- 12) SLS personnel include any and all SLS employees, SLS temporary hire, SLS contract or temporary worker secured by SLS.
- 13) Should occasions arise where work under this Agreement is subject to a collective bargaining agreement and / or workers performing services are covered under a union laborers agreement, then the following shall apply:
The Labor Rates shall be adjusted in accordance with any applicable collective bargaining agreement; and a surcharge of \$25.00 per hour will be applied to any labor rate subject to a collective bargaining agreement.

EQUIPMENT NOTES:

- 1) Equipment delivery, pickup and fuel surcharges will be billed at the invoice rate plus 10% not including any overhead and profit.
- 2) Equipment prices exclude accessories that may be necessary depending on the job, location and use of the equipment.
- 3) Fuel is not included in the price of equipment and will be billed at the market rate including any delivery fees plus 10%, not including any overhead and profit.
- 4) Any equipment needed for a project not shown on this list will be billed at the going rate for the area at that time plus 10%, not including any overhead and profit.
- 5) Equipment rental will be billed at the daily rate in the event circumstances beyond SLS control delay SLS personnel from beginning work or performing work. (i.e., Inclement weather, road closures, etc.)
- 6) Equipment includes any equipment owned, leased or rented by SLS to perform the necessary work.

MATERIALS NOTES:

- 1) Materials include all materials supplied by SLS and those purchased by SLS for the project.
- 2) Items supplied and used on the project not listed above will be billed at the market price plus 10% , not including any overhead and profit.
- 3) Should any materials purchased be project specific, and not used on that particular project for reasons beyond SLS control, those non returnable items will be charged to that project.

GENERAL NOTES:

- 1) **Price List Items** – Price list is a general guideline for the area at time it was published.
- 2) **Rate Increase** – Rate increase(s) due to catastrophic events, fuel price increases, timeframe requirements and inflation can have adverse effects on SLS pricing. Should any such event occur, SLS reserves the right to change any price necessary with written notice.
- 3) **Permits, Taxes and Fees** – Permits, taxes and fees are not included in the prices listed in this price list. The cost of all permits, taxes and fees will be billed to the Client at the incurred cost plus 10%, excluding any overhead and profit.
- 4) **Overhead and Profit** – Overhead and profit are customary charges in the Insurance Restoration Industry. The standard rate is 10% overhead and 10% profit for this area. SLS reserves the right to charge overhead and profit on any and all work performed.



2012-2013 RATE SHEET
Pricing Exclusively for Escambia County

LABOR		
LABOR DESCRIPTIONS	RATE	UNIT
General Laborer	HR	\$ 31.00
Mobilization & Support	HR	\$ 35.00
Clerical	HR	\$ 36.00
Skilled Laborer	HR	\$ 39.00
Project Auditor	HR	\$ 50.00
Supplies Coordinator	HR	\$ 54.00
Crew Leader	HR	\$ 54.00
Desiccant Technician	HR	\$ 62.00
Assistant Project Manager	HR	\$ 65.00
Certified Mold Remediation Technician	HR	\$ 65.00
Health & Safety Officer	HR	\$ 73.00
Technical Specialists (electronics, documents, etc.)	HR	\$ 75.00
Project Manager	HR	\$ 80.00
Senior Project Manager	HR	\$ 85.00
Project Coordinator/Director	HR	\$ 95.00
Consultant (time per hour, plus travel & expenses)	HR	\$ 125.00

VEHICLES		
VEHICLE TYPE	RATE	UNIT
Field/Supervisor Vehicle	Per Day	\$ 55.00
Pick-Up Truck	Per Day	\$ 55.00
Van - Cargo/Passenger	Per Day	\$ 75.00
Cargo/Box Truck	Per Day	\$ 150.00
Emergency Response Vehicle - Equipped	Per Day	\$ 100.00
Trailer - 53' Semi	Per Day	\$ 95.00
Trailer - 20'	Per Day	\$ 39.00
Trailer - 16'	Per Day	\$ 29.00
Truck and Trailer - 53' Semi	Per Day	\$ 495.00
Dump Truck - Does Not Include Disposal Fee	Per Day	\$ 245.00
Mobile Office	Per Day	\$ 170.00
Vehicle fuel & operator will be billed separately		

EQUIPMENT		
DEHUMIDIFICATION / EXTRACTION EQUIPMENT / GENERATORS	RATE	UNIT
Air Mover - Axial Fan	Per Day	\$ 29.00
Air Mover - Carpet Fan	Per Day	\$ 25.00
Air Mover - Industrial Fan	Per Day	\$ 85.00
Air Scrubber - Small	Per Day	\$ 85.00
Air Scrubber - Large	Per Day	\$ 125.00
Dehumidifier - Desiccant - 3500 CFM No monit.-per 24hrs	Per Day	\$ 1,200.00
Dehumidifier - Desiccant - 5000 CFM No monit.-per 24hrs	Per Day	\$ 1,350.00
Dehumidifier - Desiccant - 6500 CFM No monit.-per 24hrs	Per Day	\$ 1,500.00
Dehumidifier - Desiccant - 10000 CFM No monit.-per 24hrs	Per Day	\$ 2,200.00
Dehumidifier - Portable (1000 CFM)	Per Day	\$ 700.00
Dehumidifier - Portable LGR Phoenix 200 / 200 Max	Per Day	\$ 120.00
Dehumidifier - Portable LGR Phoenix 300	Per Day	\$ 285.00
AC Unit - 10 Ton	Per Day	\$ 480.00
AC Unit - 15 Ton	Per Day	\$ 550.00
AC Unit - 25 Ton	Per Day	\$ 770.00
AC Unit - 40 Ton	Per Day	\$ 1,100.00



2012-2013 RATE SHEET
Pricing Exclusively for Escambia County

EQUIPMENT CONTINUED		
DEHUMIDIFICATION / EXTRACTION EQUIPMENT / GENERATORS	RATE	UNIT
AC Unit - 50 Ton	Per Day	\$ 1,390.00
Extraction Unit - (Portable)	Per Day	\$ 125.00
Extraction Unit - (Trailer Mounted)	Per Day	\$ 350.00
Generator - 15 kw (portable) extra charges apply over 8hrs. daily use	Daily	\$ 160.00
Generator - 40 kw - extra charges apply over 8hrs. daily use	Daily	\$ 600.00
Generator - 60 kw - extra charges apply over 8hrs. daily use	Daily	\$ 675.00
Generator - 85 kw - extra charges apply over 8hrs. daily use	Daily	\$ 725.00
Generator - 100 kw - extra charges apply over 8hrs. daily use	Daily	\$ 825.00
Generator - 200 kw - extra charges apply over 8hrs. daily use	Daily	\$ 1,200.00
Generator - 500 kw - extra charges apply over 8hrs. daily use	Daily	\$ 2,775.00
Generator - 1000 kw - extra charges apply over 8hrs. daily use	Daily	\$ 4,900.00

OTHER EQUIPMENT		
EQUIPMENT	RATE	UNIT
Dolly - 4 Wheel	Per Day	\$ 7.00
Dolly - Appliance	Per Day	\$ 13.00
Electrical Distribution Cables (220V)	Per Day	\$ 25.00
Electrical Load Panel (200 AMP)	Per Day	\$ 65.00
Electrical Spider Box	Per Day	\$ 65.00
Floor Scraper (Electric)	Per Day	\$ 28.00
Fogger ULV	Per Day	\$ 35.00
Fogger Thermo	Per Day	\$ 175.00
GPS	3%	\$ -
Hand Tools - Miscellaneous - Invoiced at 3% of total billable labor (See pg. 4)	Per Day	\$ 100.00
Injected dry Unit	Per Day	\$ 20.00
Light Stand	Per Day	\$ 15.00
Light, String	Each	\$ 45.00
Lock Box	Per Day	\$ 25.00
Micromanometer	Per Day	\$ 100.00
Micromanometer - Recording	Per Day	\$ 20.00
Moister Reading Equipment	Per Day	\$ 200.00
Ozone	Per Day	\$ 65.00
Personal Fall Protection	Per Day	\$ 75.00
Pressure Washer (Up to 3500 PSI)	Per Day	\$ 75.00
Pump - Sump With Hose (1/2 HP)	Per Day	\$ 35.00
Respirator - Full Face w/Cartridges	Per Day	\$ 35.00
Respirator - Half Face w/Cartridges	Per Day	\$ 25.00
Scaffolding - Baker	Each	\$ 3.00
Spray Bottle	Per Day	\$ 10.00
Telephone - Mobile	Per Day	\$ 40.00
Telephone - Satellite	Per Day	\$ 150.00
Thermal Imaging Camera	Per Day	\$ 200.00
Trash Pump - 3"	Per Day	\$ 75.00
Vacuum - HEPA	Per Day	\$ 40.00
Vacuum - Shop Vacuum	Per Day	\$ 10.00
Vacuum - Upright	Per Day	\$ 10.00



2012-2013 RATE SHEET

Pricing Exclusively for Escambia County

MATERIALS		
MATERIALS	RATE	UNIT
Adhesive Remover	Per Can	\$ 7.00
Antifreeze	Per Gallon	\$ 15.00
Antimicrobial	Per Gallon	\$ 85.00
Bags, 6 Mil Clear	Each	\$ 2.00
Boot(s) - Protective	Per Pair	\$ 83.00
Box - Medium (3.0 Cubic Feet)	Each	\$ 6.00
Box - Large (4.0 Cubic Feet)	Each	\$ 7.00
Chemical Sponges	Each	\$ 4.00
Cleaner, General & All Purpose	Per Gallon	\$ 20.00
Corrosion Control	Each	\$ 12.00
Cotton Cleaning Rag Boxes	Per Pound	\$ 11.00
Degrease - All	Per Gallon	\$ 29.00
Disinfect Wipes (35 Per Pkg.)	Per Pkg.	\$ 7.00
Dust Masks N95 (20 Per Box)	Per Box	\$ 25.00
Filter - Charcoal	Each	\$ 125.00
Filter - Dehumidifier	Each	\$ 8.00
Filter - Desiccant (Portable)	Each	\$ 20.00
Filter - HEPA for Air Scrubber	Each	\$ 290.00
Filter - HEPA for Shop Vacuum	Per Day	\$ 40.00
Filter - HEPA for Vacuum	Each	\$ 195.00
Filter - Primary (A.S.)	Each	\$ 2.00
Filter - Secondary Pleated (A.S.)	Each	\$ 10.00
Furniture Blocks (1008 Per Box)	Per Box	\$ 86.00
Gloves - Latex (50 Pairs)	Per Box	\$ 38.00
Gloves - Leather	Per Pair	\$ 6.00
Gloves - Nitrile	Per Pair	\$ 4.25
Gloves - Cotton	Per Pair	\$ 2.45
Lay Flat	L.F.	\$ 0.90
Micro Ban / Benefect or Equivalent	Per Gallon	\$ 39.00
Mop Heads	Each	\$ 9.00
Odor Blocks	Each	\$ 4.00
Paper Towels	Per Roll	\$ 3.00
Poly - 3 Mil Cover (2K SF)	Per Roll	\$ 40.00
Poly - 6 Mil Fire Retardant (2K SF)	Per Roll	\$ 110.00
Poly - 10 Mil Fire Retardant (2K SF)	Per Roll	\$ 136.00
Poly Sheeting (Reinforced)	Per Roll	\$ 125.00
Sealant - Duct Fungicidal	Gallon	\$ 75.00
Sealant - Clear	Gallon	\$ 23.00
Shoe Covers	Per Box	\$ 25.00
Spray Adhesive	Per Can	\$ 8.00
Tape Containment - Foil	Per Roll	\$ 10.00
Tape - Duct (Std. Strength)	Per Roll	\$ 9.00
Tape - Packing (Clear)	Per Roll	\$ 4.00
Thermo - 55	Per Gallon	\$ 75.00
Tyvek ® Suits	Each	\$ 15.00
Unsmoke 9-D-9 Odor Counteractant	Per Gallon	\$ 80.00
VaporShark 3X Industr. Membranes	Each	\$ 250.00
Walk Off Mats (30 Sheets)	Each	\$ 60.00
Wipes, Alcohol (12" x 12 3/4")	Each	\$ 2.00



2012-2013 RATE SHEET

Pricing Exclusively for Escambia County

The following "hand tools" list includes but is not limited to items listed below. A "Hand Tools" charge of 3% is calculated based upon the total billable amount of labor.

Adj. Wrench	Lock, Master, #1, #5
Bar, Crow (Small, Large)	Lock-Out, Tag-Out Kit
Bar, Flat Pry	Mop Bucket, w/Wringer
Blocks, Styrofoam / Wood	Mop Handles
Bolt Cutters	Pallets jacks
Broom - corn, Street, Push	Pan, Dust
Brush, all paint < 5" /Roller	Sander
Brush, Scrub	Saw, Demo
Brush, Tooth	Saw, Hack
Brush, Wire	Scissors
Bucket	Scraper, Long Handle
Chalk and Chalk Line	Shears, Sheet Metal, Hand
Demolition Carts/Tilt	Small power tools (all others)
Drill	Shovel
Drill Bit Set	Siphon Pump
Dolly - floor	Socket Set, 3/8"
Fuel Can	Sprayer, Battery/Electric Powered
Ext. Cord	Sprayer, Pump (Hudson)
Extension Cord, 3-Way Plug	Squeegee, Floor
Face Shield, Disposable	Squeegee, Window
Fire Extinguisher	Staple Gun
First Aid Kit	Table
Flashlight	Tape Gun
Hammer	Tape, Caution
Hand Truck	Trash Barrel
Heater, Electric	Tool Box - Small & Large
Heater, Propane, w/o Tank	Tool Set - Electrical/Mechanic
Hog Rings/Pliers	Water Hose/Accessories
Ice Chest	Wheelbarrow
Ladders	Zip Pole w/Clamp
Ladders, Extension	

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N PLEASE EMAIL INVOICES TO:
 V escambia.invoices@escambiaclerk.com
 O CLERK OF THE COURT & COMPTROLLER
 I HON. PAM CHILDERS
 C 221 PALAFOX PLACE, SUITE 140
 E PENSACOLA, FL 32502-5843

V 011640
 E AMEC ENVIRONMENT & INFRASTRUCTURE
 N 9211 NORTH DAVIS HWY
 D PENSACOLA FL 32514
 O
 R

S FACILITIES MAINTENANCE
 H SEE BELOW
 I
 P
 T
 O ATTN:

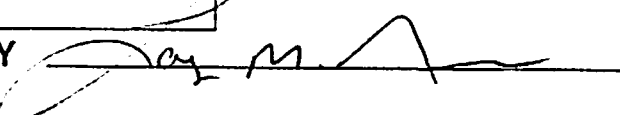
ORDER DATE: 05/09/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001358	REQ. DATE: 05/07/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: DANYA CLAPP	595-3190
--------------------	---------	--------------------	----------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED 4/29/2014. INDUSTRIAL HYGIENE AND ASBESTOS CONSULTING SERVICES - VARIOUS BUILDINGS DAMAGED BY SEVERE WEATHER EVENT BILLING IN LINE WITH PD 02-03.079	67500.0000	67,500.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	67,500.00
01	140836 53401	7,500.00	414F179A	TOTAL \$	67,500.00
01	140836 53401	7,500.00	414F0130		
01	140836 53401	7,500.00	414F0146		
01	140836 53401	7,500.00	414F0080		
01	140836 53401	7,500.00	414F0119		
01	140836 53401	7,500.00	414F0102		
01	140836 53401	7,500.00	414F0295		
01	140836 53401	7,500.00	414F0071		
01	140836 53401	7,500.00	414F0173		

APPROVED BY



Original Purchase Order

14001358
141190



5 May 2014

Mr. David W. Wheeler, CFM
Escambia County Facilities Management Department
100 East Blount Street
Pensacola, Florida 32501

Phone: 850.695.3190
E-Mail: david_wheeler@co_escambia.fl.us

**Subject: Proposal for Water Intrusion Industrial Hygiene and
Asbestos Consulting Services
Various Buildings, Escambia County Facilities
Escambia County, Florida
AMEC Proposal No. PNS14.040**

Dear Mr. Wheeler:

AMEC Environment & Infrastructure, Inc. (AMEC) is pleased to present this proposal for water intrusion industrial hygiene and asbestos consulting services. This proposal presents our understanding of the project, our proposed scope of services, schedule, fees, and authorization procedure for our services.

PROJECT INFORMATION

Project information was obtained during a site meeting including you and Steve Freeman on April 30, 2014 and in various meetings between AMEC and Escambia County representatives over the past few days. On April 29 and 30, 2014 Escambia County experienced a significant storm event that caused localized flooding. The heavy rainfall resulted in water intrusion into various buildings owned by the Escambia County Board of County Commissioner (BOCC) and managed by the Escambia County Facilities Department. Escambia County has contracted Stoploss, Inc. to perform water intrusion remediation services on the majority of the impacted buildings. The buildings impacted include the following

1. Archives Building on Blount Street
2. COB Building on Palafox Street
3. Checks Division 2257 N. Palafox
4. Juvenile Detention
5. Evidence
6. Leonard Street Maintenance Building
7. ~~Sheriff's Fuel Station Leonard Street~~
8. Central Office Complex
9. Extension Service on Stefani
10. Wind Mitigation on Stefani

DL

Correspondence:
AMEC (local address)
9211 North Davis Highway
Pensacola, Florida 32514
USA
Tel +1 (850) 478 8100
Fax +1 (850) 478 0990

You have requested that AMEC provide this proposal to perform water intrusion industrial hygiene and asbestos consulting services associated with the restoration of the above-referenced areas.

SCOPE OF SERVICES

Based on our understanding of the project requirements we offer the following scope of services:

Industrial Hygiene Consulting Services

Development of Remediation Procedures: AMEC will develop Procedures for blackwater remediation, building envelope moisture intrusion remediation, and microbial remediation for the selected contractors to implement in the afore-mentioned areas. The Procedures will be developed utilizing guidance the implementation of the procedures described in the Environmental Protection Agency (EPA) guidance document entitled: *"Mold Remediation in Schools and Commercial Buildings EPA 402-K-01-001,"* dated 2008, and the revised procedures described in the *"IICRC Standard S500, Standard Reference Guide for Professional Water Damage Restoration."*

Remediation Monitoring: AMEC will monitor the work performed by the Contractor on a periodic basis relative to the Contractor's conformance with the remediation Procedures and accepted industry practice. Deviations from the Procedures will be documented and communicated to the Owner and Contractor.

Remediation Pre-Occupancy Testing: At the completion of the Contractor's site activities we will perform observations, material moisture testing, and select indoor air quality measurements to evaluate the effectiveness of the cleaning and drying activities. The indoor air quality measurements, consisting of carbon dioxide, temperature and relative humidity, will be compared with applicable American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) standards and will establish the conditions in the evaluated spaces at the time of the evaluation. The limited moisture testing will be performed on representative interior finishes and surfaces based on visual observation. Testing will be performed using a non-destructive moisture meter (such as a Protimeter or equivalent) to evaluate the presence and extent of elevated (significantly above similar non-impacted surfaces) moisture. In addition, bulk swab samples will be collected from select surfaces and analyzed for sewage screen including bacterial and fecal coliform to evaluate the effectiveness of the disinfection and sanitizing activities.

In areas that have undergone microbial remediation we will collect representative ambient air samples from inside select work areas for analysis for airborne (non-cultured) Viable and Non-Viable Fungal Spores, Pollen, and Mycellial Fragments, as well as identification for the type of airborne fungi (to the *genus level*). Additional locations will be sampled from outside the building as a reference baseline sample for comparison purposes. Results of indoor fungi levels will be compared to outdoor levels collected during the same sampling event. If deemed necessary

based on visual observation, we will also collect surface tape lift samples for quantitative spore count by direct microscopic exam.

Remediation Reporting: At the completion of our services we will prepare one report that summarizes the remediation monitoring services performed and information obtained.

Asbestos Consulting Services

We understand that asbestos consulting may not be necessary in each building impacted. In the event that asbestos consulting services are required on a specific facility or portion of a facility, we will perform the following:

Asbestos Surveys: To evaluate the asbestos content of accessible building materials, we will collect representative samples and have them analyzed by an accredited laboratory. At this time the number of samples to be collected has not been determined. All asbestos samples will be returned to an accredited asbestos laboratory for analysis using Polarized Light Microscopy (PLM) coupled with dispersion staining as outlined in Environmental Protection Agency (EPA) regulations. PLM is used to identify the type and relative percentage of asbestos minerals present, if any. This method, as defined by EPA/600/R-93/116, is the referenced method of analysis for determination of asbestos in bulk samples. In addition, samples will be analyzed utilizing a "Positive-First-Stop" procedure whereby subsequent samples of the same suspect material will not be analyzed when one of the multiple samples for the suspect material is confirmed as ACM. An asbestos survey report will prepared for each facility surveyed. The report will document our activities, present the results of the material testing, and provide recommendations for the proper handling or identified asbestos.

Asbestos Abatement Work Plans/Abatement Coordination: In the event that asbestos abatement is required at a facility AMEC will develop an appropriate asbestos abatement Work Plan to be implemented. We will assist the County in obtaining bids from contractors to perform the abatement activities.

Asbestos Abatement Monitoring: Qualified asbestos abatement personnel will monitor the work of the abatement contractor. We will perform air clearance testing and completeness observations when the abatement activities are complete. We will prepare a documentation report of the abatement activities.

SCHEDULE

AMEC will have qualified personnel available to the County on a full-time basis as needed for the duration of the project. Reporting will be complete within four weeks of completion of field activities.

FEES

Based upon our understanding of the project requirements, we propose to perform the scope of services on a time and materials basis in accordance with the attached Fee Schedule. This Fee Schedule is in accordance with the existing Agreement for Professional Services between AMEC

*Proposal for Water Intrusion Industrial Hygiene and
Asbestos Consulting Services
Escambia County Facilities, Various Sites
AMEC Proposal No. PNS14.040*

and Escambia County. Also attached is back-up for AMEC's updated employee multiplier. We will only invoice for the actual time and expenses accrued on the project in accordance with the attached rates. At this time the specific quantities of services and schedule for the work is not known. We request authorization for ~~\$74,000~~ ^{67,500} to initiate our services as itemized below.

Phase 01: Archives Building on Blount Street	\$7,500
Phase 02: COB Building on Palafox Street	\$7,500
Phase 03: Checks Division 2257 N. Palafox	\$7,500
Phase 04: Juvenile Detention	\$7,500
Phase 05: Evidence	\$7,500
Phase 06: Leonard Street Maintenance Building	\$7,500
Phase 07: Sheriff's Fuel Station Leonard Street	\$3,500
Phase 08: Central Office Complex	\$7,500
Phase 09: Extension Service on Stefani	\$7,500
Phase 10: Wind Mitigation on Stefani	\$7,500

Per DW - JCC

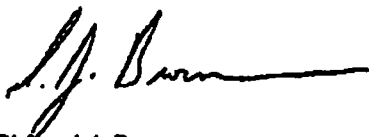
AMEC will submit its invoices on a monthly basis as work progresses.

AUTHORIZATION

To authorize us to perform the services described in this proposal please Issue a Purchase order documenting the scope of work referenced in this proposal (AMEC Proposal PNS14.040 dated April 5, 2014). The terms and conditions contained with the existing Agreement for Professional Services between AMEC and Escambia County will govern our services on this project.

We appreciate the opportunity to be of service to you.

Respectfully,
AMEC Environment & Infrastructure, Inc.



Richard J. Brown
Project Manager

Attachment: Fee Schedule
Multiplier Back-up



AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

2014 RATE SCHEDULE

Escambia County Board of County Commissioners

*will be billed
in line with
PD 02-0507
DC*

Professional, Technician, and Administrative Services

CLIENT agrees to reimburse AMEC for all hours worked by professionals, technicians, and administrators at the employees raw cost multiplied by an employee rate multiplier of 291%. Hours worked includes, but is not limited to, time spent in administration of projects, consultation or meetings related to the project, field work, evaluation, travel time, report preparation and review. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications, but at one and one half times the associated hourly labor rates. Overtime charges for administrative and technician staff for time worked during more than 40 hours per week will be accrued at a rate of one and on-half the associated rates.

Expenses

CLIENT agrees to reimburse AMEC for all other direct expenses incurred at the following rates, except as otherwise specified by AMEC in its proposal:

Mileage :	\$0.56/mile
Equipment Expense:	Cost + 10%
Suppliers, Subcontractors	Cost + 10%
Per Diem for Out of Town Employees	\$46/day
Lodging	\$102/day

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

V
 E
 N
 D
 O
 R [301681]
 [R D WARD CONSTRUCTION CO INC]
 [15 EAST HERMAN STREET]
 [PENSACOLA FL 32505]

S
 H [FACILITIES MAINTENANCE]
 I [SEE BELOW]
 P

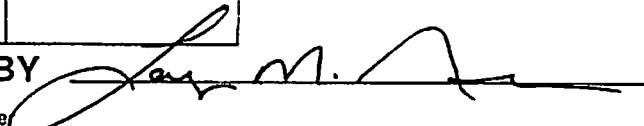
T
 O [ATTN:]

ORDER DATE: 05/09/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001379	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: DANYA CLAPP	595-3190
ITEM#	QUANTITY	UOM	EXTENSION

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED 4/29/2014.		
01	1.00	LOT	EMERGENCY BUILDING REPAIRS DUE TO SEVERE WEATHER EVENT - JJC SEE ATTACHED PROPOSAL	515850.0000	515,850.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	515,850.00
01	140836 54601	515,850.00	414F0080	TOTAL \$	515,850.00

APPROVED BY



Original Purchase Order

301681

14001379

R.D. WARD CONSTRUCTION CO., INC.

18 EAST HERMAN STREET

PENSACOLA, FL 32505

(850) 438-8862

FAX (850) 438-8820

PROPOSAL

DATE: 5/7/2014

TO: FACILITIES MANAGEMENT

ATTN: Burke Page

RE: Juvenile Justice Center - Flood Damage Repairs

414F0080

**WE PROPOSE TO FURNISH LABOR, MATERIALS AND EQUIPMENT FOR A COMPLETE
INSTALLATION OF THE FOLLOWING ITEMS:**

Per our walkthru of the Juvenile Justice Center on 5-2-14 R.D. Ward Construction would like to submit the following GMP proposal for flood damage repairs:

\$ 515,850.00

Scope includes the following:

- Replace VCT in all areas affected by flooding
- Replace damaged casework
- Install new gyp wall board and finish
- Install new athletic gym flooring
- Paint all doors and frames
- Paint gyp walls in classroom areas
- Electrical work associated with repairs
- Replace (3) water heaters
- Furnish and install new kitchen equipment as required
- Epoxy paint floors in cells
- Install new doors

Lead time on some of this material is 4-6 weeks

PLEASE NOTE:

We have not included the following:
Any work associated with the mechanical room housing the 400 GAL water heater whether it be mechanical, electrical, or plumbing.

R.D. WARD CONSTRUCTION CO., INC.

Mark Harder

Mark Harder

Quote

Date

5/6/2014





To:
R.D. WARD CONSTRUCTION
15 EAST HERMAN AVE.
PENSACOLA FL 32505-
(850) 438-9552
(850) 438-8820 (Fax)

Project:
JUVENILE JUSTICE DETENTION
CENTION

From:
Mobile Fixture & Equip. Co, Inc
John Hass
1125 Park Lane
Gulf Breeze FL 32561-
(850) 932-6987 (Phone)

Project Code: JUVENILE

Item	Qty	Description	Sell	Sell Total
1	1 ea	DISHWASHER, DOOR TYPE  Hobart Model No. AM15+BUILDUP AM Select Dishwasher, door type, convertible high/low temperature sanitizing, 58-65 racks/hour capacity, straight-thru/corner installation, stainless steel finish, ENERGY STAR®	\$11,452.84	\$11,452.84
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		
	1 ea	AM15-ELE0EU 208-240/60/3		
	1 ea	AM15-HTENG Natural or Lp gas (Lp conversion kit included)		
	1 ea	SPLASH-PNL15 Splash panel kit, for AM15 (for corner installation)		
	1 ea	SPEC-KIT Single point electrical connect AM15 kit (field installation required) (3 phase booster machines only)		
2	1 ea	DISPOSER  Hobart Model No. FD4/500+BUILDUP Disposer, basic unit only, 5-HP motor, steel housings, adjustable flange feet	\$5,490.60	\$5,490.60
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours		
	1 ea	FD4/500-ELE/DT/KS 208-230/460/60/3 & 208/415/50/3		
	1 ea	CONTROL-GRP50KP Control Panel Group 5, 200-240v/50/3-ph & 200-240/440-480v/60/3-ph		
	1 ea	ACCESS-GROUPB Disposer Accessory, GROUP B, includes: vinyl silver-saver splash guard ring, vacuum breaker, water swirl		




JUVENILE JUSTICE DETENTION
CENTION

R.D. WARD CONSTRUCTION

Page 1 of 4

Mobile Fixture & Equip. Co, Inc

Date
5/6/2014

Item	Qty	Description	Sell	Sell Total
3	1 ea	ICE CUBER  Manitowoc Model No. IY-0524A Indigo™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, up to 485-lb approximately/24 hours, DuraTech™ exterior (stainless finish with innovative clear-coat resists fingerprints & dirt), half-dice size cubes (not stackable) 1 ea 3 year parts & labor Commercial warranty 1 ea 5 year parts & labor Commercial warranty on evaporator 1 ea 5- year parts & 3- year labor Commercial warranty on compressor 1 ea (-161) 115v/60/1ph, 14.4 amps 1 ea B-570 Ice Bin, with top-hinged front-opening door, approximately 430 lb ice storage capacity, for top-mounted ice maker, stainless steel exterior 1 ea K-00365 Bin Adapter, 22" S, Indigo, RFS or RN ice machine to 30" B bins and S dispensers, not for IB 1 ea 3 year parts & labor Commercial warranty 1 ea 6" adjustable stainless steel legs, std.	\$3,531.91	\$3,531.91
4	1 ea	REACH-IN REFRIGERATOR, 2 SECTIONS  Traulsen Model No. RHT232DUT-FHS Spec-Line Refrigerator, Reach-in, 48" wide, self-contained refrigeration, stainless steel exterior and interior, standard depth, full-height doors, INTELA-TRAUL™ microprocessor controls, 1/3 HP, cULus, NSF 1 ea 115v/60/1ph, 10.4 amps, with cord & NEMA 5-15P, standard 1 ea 3 year service/labor, 5 year compressor warranty, standard 1 ea Left door hinged left/right hinged right, standard (only)	\$9,565.47	\$9,565.47
5	1 ea	RANGE, 60", 6 BURNERS, 24" GRIDDLE  Vulcan Model No. 60SS-6B24G Endurance™ Restaurant Range, 60", (6) 30,000 BTU burners with lift-off burner heads, 24" manual Griddle, 7/8" thick, 4" wide front grease trough, 2 standard oven bases, stainless steel front, sides, back riser & high shelf, fully MIG welded frame, 6" adjustable legs, 278,000 BTU, CSA, NSF 1 ea 1 year limited parts & labor warranty, standard 1 ea Natural gas (add -1 suffix) (specify elevation if over 2,000 ft.) 1 ea Griddle on right side, standard	\$6,594.24	\$6,594.24

Mobile Fixture & Equip. Co, Inc

Date

5/6/2014

Item	Qty	Description	Sell	Sell Total
6	1 ea	WALK IN COMBINATION COOLER FREEZER, SELF-CONTAINED Thermo-Kool Model No. Q12050-25 7'0" X 16' 0" 7'6" HIGH EXPOSED EXTERIOR: WHITE STUCCO GALVANIZED, INTERIOR WHITE STUCCO GALVANIZED FLOORS: 1/8 ALUMINUM TREADPLATE, (2) 36" X 76" FLUSH MOUNTER ENTRANCE DOORS (1)INTERIOR RAMP (2) 36"H 1/8 ALUMINM THEADPLATE KICKPLATES INT & EXT ON DOORS (1) VINYL STRIP CURTAIN, CENTER LIGHT ABOVE DOOR, (2)PRESSURE RELIEF VENT (2)KASON 48" FLUORESCENT LIGHT FIXTURE, TRIM TO GO AROUND COOLER. 1 HP REMOTE REFRIG SYSTEM MODEL MOHO 10X63 208-230/3 ROR COOLER. 1 1/2 HP REMOTE REFRIG SYSTEM FOR FREEZER MOH1463 208-230/3	\$21,099.35	\$21,099.35
6	1 ea	REFRIGERATON SYSTEM (INSRALL) Custom Model No. CUSTOM REFRIGERATION SYSTEM	\$4,025.00	\$4,025.00
7		OLD WALK-IN COOLER/FREEZE PRICE INCLUDE REMOVE OLD WALK IN COOLER/FREEZER AND HULDING A WAY		

Merchandise	\$61,759.41
Tax	\$4,907.34
Total	\$66,666.75

ABOVE PRICES DO NOT INCLUDE:

- Sales/usage tax unless otherwise stated
- Utility connection or disconnections, parts or labor, including electrical, gas, plumbing, HVAC, etc.
- Walk-in utility connections including electrical service to condensing
- Modifications to building to allow entry of equip
- Permits or Licenses that may be required by State or local municipalities.

Above Prices Include:

- Freight Charges from factory to shipping destination
- Delivery to Customer's location
- Setting in place and leveling of new equipment
- Erection of walk-in
- Hanging of evaporator coil

JUVENILE JUSTICE DETENTION
CENTION

R.D. WARD CONSTRUCTION

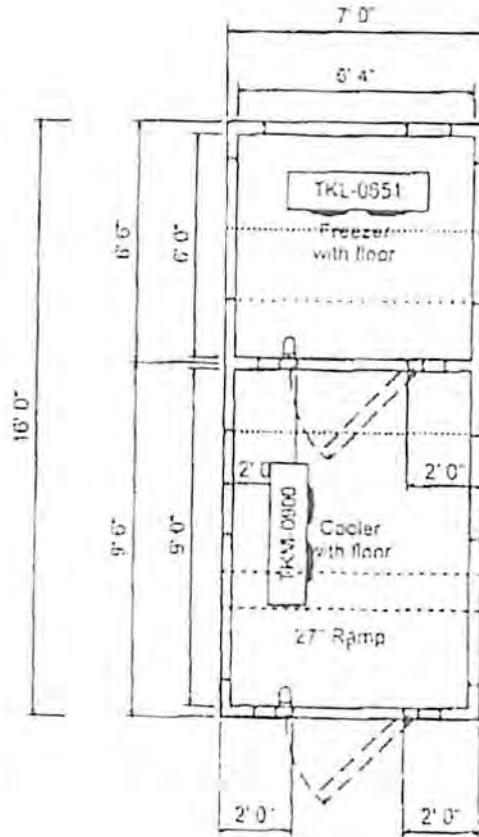
Page 3 of 4

Thermo-Kool

The Commercial Refrigeration Specialist
 Mid-South Industries Inc P.O. Box 989
 Laurel, Mississippi 39441 Phone 601 - 649-4600
 FAX 601-648-0558

Quote

Quote No.: Q12050
 Date: 05-05-2014
 Page Number: 3 of 4



White Stucco Galvanized
 Plan View

* 4-6 WEEK LEAD ITEM *

Quotations are firm for acceptance within 60 days but not more than 30 days after the date of the latest price increase.
 Prices on in-house orders are protected for shipment within 60 days but not more than 30 days after the date of latest price increase. On orders exceeding time limits, the price will be escalated in accordance with THERMO-KOOL's standard price protection policy.

Mid-South Industries, Inc

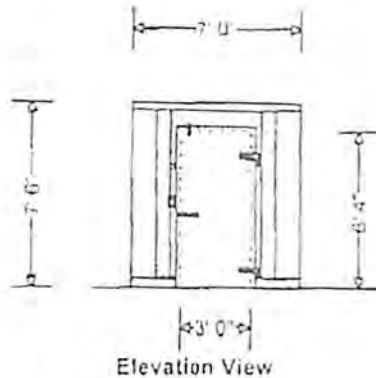
By Melissa Harrison
 Customer Account Rep

Thermo-Kool

The Commercial Refrigeration Specialist
 Mid-South Industries Inc P O. Box 989
 Laurel, Mississippi 39441 Phone 601 - 649-4600
 FAX 601-649-0558

Quote

Quote No.: Q12050
 Date: 05-05-2014
 Page Number: 4 of 4



Quotations are firm for acceptance within 60 days but not more than 30 days after the date of the latest price increase.
 Prices on in-house orders are protected for shipment within 60 days but not more than 30 days after the date of latest price increase. On orders exceeding time limits, the price will be escalated in accordance with THERMO-KOOL's standard price protection policy.

Mid-South Industries, Inc

By Melissa Harrison
 Customer Account Rep

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 141498
 A E NEW, JR INC
 460 VAN PELT LANE
 PENSACOLA FL 32505

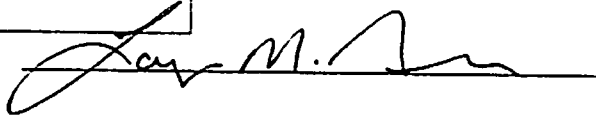
S
H
I
P
 FACILITIES MAINTENANCE
 SEE BELOW
 T
O
 ATTN:

ORDER DATE: 05/09/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001384	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: DANYA CLAPP	595-3190
ITEM#	QUANTITY	UOM	EXTENSION

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED 4/29/2014.		
01	1.00	LOT	EMERGENCY BUILDING REPAIRS DUE TO SEVERE WEATHER EVENT - SEE ATTACHED EXTENSION AND WIND MIT BUILDINGS EMERGENCY PURCHASE/EMERGENCY DECLARATION	120492.0000	120,492.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	120,492.00
01	140836 54601	93,857.00	414F0071	TOTAL \$	120,492.00
01	140836 54601	26,635.00	414F0173		

APPROVED BY
 Original Purchase Order





A.E. NEW, JR. INC.
BUILDERS & CONTRACTORS

400 West Park Lane

May 8, 2014

Pensacola, FL 32505

850-472-1001

Mr. Burke Page
Construction Manager
Escambia County Facilities Management
100 East Blount Street
Pensacola, FL 32501

888-374-9256 (toll free)

1-800-472-1004 Fax

Re: Escambia County Extension Center & Wind Mitigation
Flood Repairs

Burke,

Construction Management

The following is our not to exceed, lump sum proposal based upon site visit with owner on Friday May 2, 2014 to provide material, labor, & equipment necessary to make repairs to walls, floors, and millwork damaged by flood water at the Escambia County Extension Center and Wind Mitigation offices.

Construction Scheduling

Project Management

Lump Sum Total (Extension Service)	\$ 93,857
Lump Sum Total (Wind Mitigation)	\$ 26,635
Estimated Project Duration	(60 days)

Licensed Statewide in

I have attached a scope sheet with our breakdown, unit costs, floor plan and copy of insurance certificate for your reference and review. Builders Risk, OCP, and P&P bonds can be provided at an additional cost. Please review and respond ASAP, any delay could result in additional costs and completion delays. I appreciate your time and consideration.

Florida and Alabama

Florida CGC014667

Alabama 20133

Respectfully,

Damian A. Tracy
Project Manager

CC: Project File

Wind Mitigation BID WORKSHEET

Wind Mitigation		Escambia County Facilities		1					
3740 Stefani Road - Pensacola Florida		Flood Repairs							
DATE	DATE			5/8/2014					
Description	Qty.	Unit	Labor		Material		Sub		Total
			Unit	Total	Unit	Total	Unit	Total	Extension
FIELD OVERHEAD	1	LUMP	\$	4,216	\$	1,210	\$	-	5,426
DRYWALL & INSULATION	1200	SF	\$	-	\$	-	\$ 3.90	4,680	4,680
CARPET	387	SF	\$	-	\$	-	\$ 3.95	1,529	1,529
VCT	2657	SF	\$	-	\$	-	\$ 2.25	6,001	6,001
VINYL BASE	600	LF	\$	-	\$	-	\$ 1.95	1,170	1,170
PAINTING	4000	SF	\$	-	\$	-	\$ 0.50	2,000	2,000
MECHANICAL (PLENUM REPAIRS)	1	LUMP	\$	-	\$	-	\$ 1,000	1,000	1,000
EXCLUSIONS:									
DEMOLITION									
CERAMIC TILE WORK									
ARCHITECTURAL & ENGINEERING FEES									
SUBTOTAL				\$ 4,216	\$	1,210		\$ 16,379	\$ 21,805
LABOR BURDEN @ 30%				\$ 1,265					\$ 1,265
SALES TAX @ 7.5%					\$	91			\$ 91
INSURANCE									
TOTAL COST									\$ 23,161
BOND									\$
OVERHEAD & PROFIT									\$ 3,474
BID PRICE									\$ 26,635



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Commercial Insurance, LLC P.O. Box 12465 Pensacola FL 32502	CONTACT NAME: Daniels Commercial Insurance, LLC	
	PHONE (Acc. No. Ext.): 850-308-7710	FAX (Acc. No.): 850-308-7716
E-MAIL ADDRESS: service@dcinsllc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Bituminous Fire and Marine Insuranc		20109
INSURER B: Bituminous Casualty Corporation		20095
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED AENEWJR-01 A.E. New, Jr., Inc. 460 Van Pelt Lane Pensacola FL 32505-2532


COVERAGES **CERTIFICATE NUMBER: 246080880** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CLP3597299	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/DP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> PIP Included <input type="checkbox"/> NON-OWNED AUTOS		CAP3597300	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP2804207	1/1/2014	1/1/2015	EACH OCCURRENCE \$ AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC3597301	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Leased/Rented Equipment		CLP3597299	1/1/2014	1/1/2015	Max Per Item \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Escambia County Extension Service.

CERTIFICATE HOLDER Escambia County Board of County Commissioners Post Office Box 1591 Pensacola FL 32591	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N
 V
 O
 I
 C
 E

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
 E
 N
 D
 O
 R

051168
 ENGINEERED COOLING SERVICES INC
 2801 N DAVIS HWY
 PENSACOLA FL 32503

S
 H
 I
 P

FACILITIES MAINTENANCE
 SEE BELOW

T
 O

ATTN:

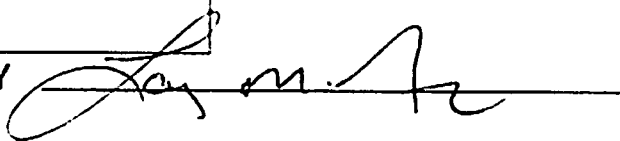
ORDER DATE: 05/13/14	BUYER: CLAUDIA SIMMONS	REQ. NO.: 14001393	REQ. DATE: 05/09/14
----------------------	------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: DANYA CLAPP 595-3190
--------------------	---------	-----------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED 4/29/2014.					
01	1.00	LOT	EMERGENCY RENTAL OF 3 CHILLER UNITS AT LEONARD COMPLEX FOR THE LOOP SYSTEM RENTAL FOR UP TO 9 MONTHS	822383.3300	822,383.33
02	1.00	LOT	LABOR FOR THE SET UP OF THE 3 RENTED CHILLERS DUE TO EXTREME WEATHER EVENT	20960.0000	20,960.00
03	1.00	LOT	LABOR TO MOVE TEMP CHILLERS AWAY FROM CBD BUILDING AND TIE INTO UNDERGROUND CHILLER PLANT MAIN LINES. THIS WILL ALSO BE USED WHEN PERMANENT CHILLERS ARRIVE.	42892.0000	42,892.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	886,235.33
01	140836 54401	822,383.33	414F0155	TOTAL \$	886,235.33
02	140836 53401	20,960.00	414F0155		
03	140836 53401	42,892.00	414F0155		

APPROVED BY



Original Purchase Order

14001383

Engineered Cooling Services

Building Efficiency and Sustainability

A Service Logic Company

Service Proposal

TO: Escambia County Board of County Commissioners
1412 West Fairfield Drive
Pensacola, FL 32501

PROJECT: Chiller Rental/ Tie-ins
LOCATION: Central Detention Center

ATTN: David Wheeler/Danya Clapp
PHONE: 850-595-4628

PROPOSAL NO.: Q-05-2014-70614
DATE: May 7, 2014

EMAIL: dwwhelle@co.escambia.fl.us/
dclapp@myescambia.com

JOB NO:

THANK YOU FOR THE OPPORTUNITY OF PROVIDING YOU WITH THIS PROPOSAL

Engineered Cooling Services is pleased to propose the following:

Scope of Service - Rentals:

- Advise customer upon arrival
- Review scope of service
- Provide and install three (3) 500 Ton air cooled chiller for monthly rental
- Provide 350 Kva generator

Materials (3) 500 Ton Chillers: (\$90,950.00 per month)	\$ 818,550.00 (9 month rental)
Materials (1) Generator:	\$ <u>3,833.33</u> per week
Materials Price:	\$ 822,383.33

Labor (Straight time) 172 hours @ \$80.00/hr.:	\$ 13,760.00
Labor (Overtime) 60 hours @ \$120.00/hr.:	\$ <u>7,200.00</u>
Labor Price:	\$ 20,960.00

*Rental units that are currently providing the temporary cooling will be removed as the demand for the temporary cooling is eased by the installation of the new units. Rental chillers Invoice shall be for only those months of actual use.

Scope of Service Tie Ins:

- Advise customer upon arrival
- Review scope of service
- Provide fabricate 12" pipes risers with isolation valve connections
- Excavate site to access existing chilled water supply and return main serving jail, juvenile justice and sheriff's office
- Provide necessary trench box shoring
- Drain system
- Remove thermal insulation as necessary as
- Buttweld new 12" risers with isolation valves
- Leak test
- Thermally insulate and jacket (external) new piping and repair insulation as required on existing
- Abandon supply and return piping to CDC in place
- Return temporary chillers to service

Price: \$ 42,892.00

PENSACOLA, FL • TALLAHASSEE, FL • ORLANDO, FL • MOBILE, AL • MONTGOMERY, AL
FL CMC39591 / AL 42653 / MS 15829-SC / GA CN210182

Engineered Cooling Services
Building Efficiency and Sustainability

A Service Logic Company

Service Proposal

Summation of the maximum of this proposal:

\$822,383.33
\$ 20,960.00
\$ 42,892.00
\$886,235.33

Terms:

1. Proposal is subject to progress billings.
2. Proposal is for specified work only.
3. Proposal is subject to revision if not accepted within 30 days of receipt.
4. Proposal is subject to the attached Terms and Conditions.
5. Payment terms are Net 30.
6. Permit and professional engineering fees excluded.
7. If bond required, add 2.5%

SUBMITTED BY: RAY RODRIGUEZ

ACCEPTED: _____

BY: _____

BY: _____

TITLE: EXECUTIVE VICE PRESIDENT

TITLE: _____

PHONE: 850-432-7656

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

V [023335]
 E [BIRKSHIRE JOHNSTONE, LLC]
 N [11 CLARINDA LN]
 D [PENSACOLA FL 32505]
 O []
 R []

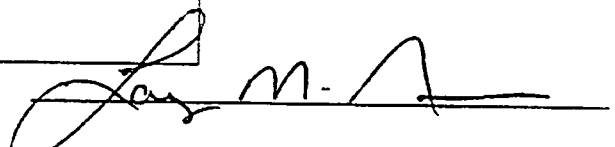
S [FACILITIES MAINTENANCE]
 H [SEE BELOW]
 I []
 P []
 T []
 O [ATTN:]

ORDER DATE: 05/13/14	BUYER: CLAUDIA SIMMONS	REQ. NO.: 14001380	REQ. DATE: 05/09/14
TERMS: NET 30 DAYS	F.O.B.:	DESC.: DANYA CLAPP	595-3190

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED 4/29/2014. EMERGENCY BUILDING REPAIRS DUE TO SEVERE WEATHER EVENT - SEE ATTACHED #1 179A ARCHIVES #2 119 SHERIFF EVIDENCE #3 102 OLD SHERIFF GARAGE #4 295 COC NTE AMOUNTS	475277.6300	475,277.63

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	475,277.63
01	140836 54601	169,176.70	414F179A	TOTAL \$	475,277.63
01	140836 54601	193,768.30	414F0119		
01	140836 54601	67,377.89	414F0102		
01	140836 54601	44,954.74	414F0295		

APPROVED BY



14001380

Birkshire Johnstone, LLC

General Contractors Construction Managers Program Management
Phone 850-432-3115 Fax 850-434-1253

May 7, 2014

Mr. George Bush, Division Manager
Escambia County Facilities Management
100 East Blount Street
Pensacola, Florida 32501

414F179A
Archives

Proposal

**Escambia County Archives Storage Building
100 East Blount Street
Pensacola, Florida 32501
Flood Repair to Interiors and Exterior**

Dear George,

We are pleased to offer the attached Guaranteed Maximum Cost for the repair to the building's interior and exterior damage:

Selective Interior Demolition: Removing 1 base cabinet and reinstalling over new cabinet base; cleaning debris from metal stud tracks; removing carpet glue and prepping the floor for new carpet.

Architectural Woodwork: Furnish and install one new 16'-0 base cabinet to match existing; remove and reinstall one new 12'-0 base cabinet on new treated wood base; furnish and reinstall one Plastic laminate top; and reinstall large wall cabinets (49 LF) with new treated wood base.

Interior Finishes: install 5/8 Firecode drywall at the bottom of all walls; finish and texture to match existing walls and provide floor protection.

Interior/Exterior Painting: Prime and one coat new drywall; one finish coat to entire interior wall surfaces; sand and repaint interior and exterior doors; power wash exterior walls and apply one coat of exterior latex paint to entire exterior surface.

Interior Flooring: New carpeting with an Allowance of \$32.00 per Square Yard installed and new vinyl base with prefab outside corners.

~~**Acoustical Ceilings:** An Allowance of \$1,200.00, if any.~~

Furnishings: Allowance for moving around the existing furniture to accomplish the items above.

Plumbing: Allowance for reinstalling two sinks and providing testing of domestic water.

HVAC: Cleaning of unit and replacing filters. (Allowance)

Electrical Work: Reinstalling receptacle covers and checking operation.

Data/Communications: Reinstalling and checking operations of data and telephone outlets.

The Building Permit (\$1,667.00), dumpsters, final cleaning and miscellaneous items are included in the Staff & Indirect line item.

Also included is a complete accounting of all work for the insurance claim or any audits.

Respectfully submitted,

Chris Shearman
Birkshire Johnstone LLC

Birkshire Johnstone LLC
 11 Clarinda Lane
 Pensacola, Florida

Estimate Sheet
 Staff Indirect

Escambia Cty COC Permit/Engineering Building
 May 8, 2014
 Contract Time 55 Calendar Days.

Act.	Description	Quan.	Unit	Sub Unit	Mat. Unit	Labor Unit	Total Unit	Sub.	Material	Labor	Total
	Senior Project Manager	0	mo	\$	850.00	\$ 7,000.00	\$ 7,850.00	\$			
	Project Manager	0	mo	\$	650.00	\$ 6,000.00	\$ 6,650.00	\$			
	Assistant Project Manager	0	mo	\$		\$ 4,200.00	\$ 4,200.00	\$			
	Superintendent	1	mo	\$	500.00	\$ 5,200.00	\$ 5,700.00	\$	500.00	5,200.00	5,700.00
	Assistant Superintendent	0	mo	\$		\$ 3,500.00	\$ 3,500.00	\$			
	Quality Control Manager	0	mo	\$	400.00	\$ 3,500.00	\$ 3,900.00	\$			
	Job Engineer	0	wk	\$	150.00	\$ 850.00	\$ 1,000.00	\$			
	Job Clerk	1	wk	\$		\$ 500.00	\$ 500.00	\$		500.00	500.00
	Safety and Health Manager	0	mo	\$	400.00	\$ 1,000.00	\$ 1,400.00	\$			
	Staff Living Expenses	0	mo	\$	1,100.00	\$	\$ 1,100.00	\$			
	Staff Gas & Oil	1	mo	\$	450.00	\$	\$ 450.00	\$	450.00		450.00
		0	mo	\$		\$	\$	\$			
		0	mo	\$		\$	\$	\$			
		0	mo	\$		\$	\$	\$			
	Jobsite Office	0	mo	\$	600.00	\$ 120.00	\$ 720.00	\$			
	Set Up	0	ls	\$	750.00	\$	\$ 750.00	\$			
	Knock Down and Remove	0	ls	\$	650.00	\$	\$ 650.00	\$			
	Telephone Service	0	mo	\$	200.00	\$	\$ 200.00	\$			
	Equipment & Installation	0	lf	\$	500.00	\$	\$ 500.00	\$			
	Fax Service	0	mo	\$	140.00	\$	\$ 140.00	\$			
	Equipment	0	ls	\$	400.00	\$	\$ 400.00	\$			
	Web Camera	0	ls	\$	2,800.00	\$ 400.00	\$ 3,850.00	\$			
	Internet Service	0	mo	\$	45.00	\$	\$ 45.00	\$			
	Constructware Licenses	0	ea	\$	745.00	\$	\$ 745.00	\$			
	Cell Phone Service	2	mo	\$	80.00	\$	\$ 80.00	\$	160.00		160.00
	Copy Machine	0	mo	\$	150.00	\$	\$ 150.00	\$			
	Postage	0	mo	\$	35.00	\$	\$ 35.00	\$			
	UPS Service	0	mo	\$	120.00	\$	\$ 120.00	\$			
	Office Equipment	0	ls	\$	1,200.00	\$	\$ 1,200.00	\$			
	Office Furniture	0	ls	\$	1,500.00	\$	\$ 1,500.00	\$			
	Office Supplies	1	mo	\$	150.00	\$	\$ 150.00	\$	150.00		150.00
	Office Electrical Service	0	mo	\$	90.00	\$	\$ 90.00	\$			
	Office Water Service	0	mo	\$	40.00	\$	\$ 40.00	\$			
	Office Sanitary Service	0	mo	\$	30.00	\$	\$ 30.00	\$			
	Drawing Reproduction	0	ls	\$	370.00	\$	\$ 370.00	\$			
		0	mo	\$		\$	\$	\$			
		0	mo	\$		\$	\$	\$			
		0	mo	\$		\$	\$	\$			

Furnishings: Allowance for moving around existing furniture to accomplish the items above.

Interior Flooring: New VCT with an allowance of \$2.35 per Square Foot installed with new vinyl base with prefab outside corners: Clean and paint concrete floor with epoxy paint.

Electrical Work: Reinstalling receptacle covers and checking operation.

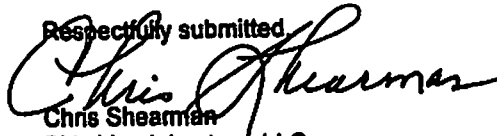
Data/Communications: Reinstalling and checking operations of data and telephone outlets.

Contingency: Allowance for unforeseen items; Asbestos abatement allowance (\$12,000); Asbestos testing allowance (\$970); Roof leak and Ceiling repair allowance (\$5,000).

The Building permit (\$1,667), dumpsters, final cleaning, and miscellaneous items are included in the Staff & Indirect line item.

Also included is a complete accounting of all work for the insurance claim or any audits.

Respectfully submitted,



Chris Shearman
Birkshire Johnstone LLC

11 Clarinda Lane

Pensacola, Florida 32505

Birkshire Johnstone LLC
 11 Clarinda Lane
 Pensacola, Florida

Estimate Sheet
 Staff Indirect

Escambia Cty Sheriffs Vehicle Maint. Bldg
 May 9, 2014
 Contract Time 60 Calendar Days.

Act.	Description	Quan.	Unit	Sub Unit	Mat. Unit	Labor Unit	Total Unit	Sub.	Material	Labor	Total
	Senior Project Manager	0	mo	\$	850.00	\$ 7,000.00	\$ 7,850.00	\$			
	Project Manager	0.50	mo	\$	650.00	\$ 6,000.00	\$ 6,650.00	\$	325.00	\$ 3,000.00	\$ 3,325.00
	Assistant Project Manager	0	mo	\$		\$ 4,200.00	\$ 4,200.00	\$			
	Superintendent	1	mo	\$	500.00	\$ 5,200.00	\$ 5,700.00	\$	500.00	\$ 5,200.00	\$ 5,700.00
	Assistant Superintendent	0	mo	\$		\$ 3,500.00	\$ 3,500.00	\$			
	Quality Control Manager	0	mo	\$	400.00	\$ 3,500.00	\$ 3,900.00	\$			
	Job Engineer	0	wk	\$	150.00	\$ 850.00	\$ 1,000.00	\$			
	Job Clerk	1	wk	\$		\$ 500.00	\$ 500.00	\$		500.00	\$ 500.00
	Safety and Health Manager	0	mo	\$	400.00	\$ 1,000.00	\$ 1,400.00	\$			
	Staff Living Expenses	0	mo	\$	1,100.00		\$ 1,100.00	\$			
	Staff Gas & Oil	2	mo	\$	450.00		\$ 450.00	\$	900.00		\$ 900.00
		0	mo	\$				\$			
		0	mo	\$				\$			
		0	mo	\$				\$			
	JobSite Office	0	mo	\$	600.00	\$ 120.00	\$ 720.00	\$			
	Set Up	0	ls	\$ 750.00			\$ 750.00	\$			
	Knock Down and Remove	0	ls	\$ 650.00			\$ 650.00	\$			
	Telephone Service	0	mo	\$	200.00		\$ 200.00	\$			
	Equipment & Installation	0	lf	\$ 500.00			\$ 500.00	\$			
	Fax Service	0	mo	\$	140.00		\$ 140.00	\$			
	Equipment	0	ls	\$	400.00		\$ 400.00	\$			
	Web Camera	0	ls	\$ 2,800.00	\$ 450.00	\$ 400.00	\$ 3,650.00	\$			
	Internet Service	0	mo	\$	45.00		\$ 45.00	\$			
	Constructware Licenses	0	ea	\$	745.00		\$ 745.00	\$			
	Cell Phone Service	4	mo	\$	80.00		\$ 80.00	\$	320.00		\$ 320.00
	Copy Machine	0	mo	\$	150.00		\$ 150.00	\$			
	Postage	0	mo	\$	35.00		\$ 35.00	\$			
	UPS Service	0	mo	\$	120.00		\$ 120.00	\$			
	Office Equipment	0	ls	\$	1,200.00		\$ 1,200.00	\$			
	Office Furniture	0	ls	\$	1,500.00		\$ 1,500.00	\$			
	Office Supplies	1	mo	\$	150.00		\$ 150.00	\$	150.00		\$ 150.00
	Office Electrical Service	0	mo	\$	90.00		\$ 90.00	\$			
	Office Water Service	0	mo	\$	40.00		\$ 40.00	\$			
	Office Sanitary Service	0	mo	\$	30.00		\$ 30.00	\$			
	Drawing Reproduction	1	ls	\$	370.00		\$ 370.00	\$	370.00		\$ 370.00
		0	mo	\$				\$			
		0	mo	\$				\$			
		0	mo	\$				\$			

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 250152
 H M YONGE & ASSOCIATES INC
 401 E CHASE STREET STE 101
 PENSACOLA FL 32502

S
H
I
P
 FACILITIES MAINTENANCE
 SEE BELOW
 T
O
 ATTN:

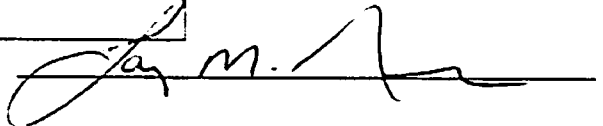
ORDER DATE: 05/13/14 BUYER: CLAUDIA SIMMONS REQ. NO.: 14001405 REQ. DATE: 05/12/14

TERMS: NET 30 DAYS F.O.B.: DESC.: DANYA CLAPP 595-3190

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED 4/29/2014.					
01	1.00	LOT	ENGINEERING SERVICES FOR THE LEONARD ST CHILLER PLANT - PD 02-03.079 NTE AMOUNT SEE ATTACHED PROPOSAL	105000.0000	105,000.00
02	1.00	LOT	ENGINEERING SERVICES FOR THE JJC EQUIPMENT - PD 02-03.079 NOT TO EXCEED SEE ATTACHED PROPOSAL	16700.0000	16,700.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	121,700.00
01	140836 53101	105,000.00	414F0155	TOTAL \$	121,700.00
02	140836 53101	16,700.00	414F0080		

APPROVED BY



Original Purchase Order

H. M. YONGE & ASSOCIATES, INC.
Consulting Engineers
401 East Chase Street, Suite 101
Pensacola, Florida 32502
850-434-2661
Fax 850-469-0102

May 9, 2014

David W. Wheeler, CFM
Deputy Bureau Chief
Escambia County Facilities Management Branch
100 E. Blount Street
Pensacola, Florida 32501

RE: Juvenile Justice Equipment Repair/Replacement

Dear Mr. Wheeler,

414F0080

We propose to furnish contract documents for the required electrical and mechanical design on the above referenced project. All existing utilities shall be reused to accommodate the repair or replacement of existing equipment. This proposal includes checking shop drawings and site visits during construction.

It is understood this project is for the evaluation and design to replace flood damaged equipment. In particular, this equipment includes a ~~gas fired boiler~~, electric water heater, electrical panels, pumps and air handling units. An evaluation of this equipment shall be for the repair or replacement of this equipment. The design shall implement the recommendations of the design.

Engineering fees for the above work shall be the sum of Sixteen Thousand Seven Hundred Dollars (\$16,700.00). A breakdown of this fee is: **NOT TO EXCEED**

Site Investigations	
(2 Mechanical and 2 Electrical at \$300 Each)	\$ 1,200.00
Fee Through Design	\$13,200.00
Shop Drawings	\$ 800.00
Field Reviews	
(3 Mechanical and 2 Electrical at \$300 Each)	\$ 1,500.00

Any additional work not in the above scope that may be requested by your office shall be invoiced on an hourly rate basis not to exceed \$130.00/hour. *Paid in Accord w/ PO 02-03-079 JJC*

If the above proposal is acceptable to you, please sign and return a copy for our files. Should you have any questions, do not hesitate to contact me.

Respectfully,

Howard M. Yonge, P.E.
Howard M. Yonge, P.E.
President

ACCEPTED: _____ DATE: _____
HMY/t

14001405

250152

H. M. YONGE & ASSOCIATES, INC.
Consulting Engineers
401 East Chase Street, Suite 101
Pensacola, Florida 32502
850-434-2661
Fax 850-469-0102

May 10, 2014

David W. Wheeler, CFM
Deputy Bureau Chief
Escambia County Facilities Management Branch
100 E. Blount Street
Pensacola, Florida 32501

RE: Lenard Street Judicial Complex Main Chiller Plant

Dear Mr. Wheeler,

414F0155

We propose to furnish engineering contract documents for the above referenced project. All existing utilities shall be revised to accommodate the new chiller installation. This proposal includes checking shop drawings and site visits during construction.

It is understood this project is for the design to provide a source of chilled water for the Sheriff's Administration Building, Juvenile Detention Center and the Main Jail. Construction documents shall require designs for civil, structural, geotechnical, mechanical and electrical disciplines. In particular, soil borings, a topographic survey, County DRC and stormwater management plan are to be provided. Structural design shall include concrete piers with bolted metal beam structure. Expanded metal decking shall be provided for maintenance access. Electrical design shall provide normal power, as well as, service connections to an existing emergency generator. Mechanical design shall include equipment selections for chillers, pumps and drives. An equipment layout with piping design for the new central chiller plant shall be provided. The piping design shall require the existing chilled water distribution loop piping to be modified for connection to the new central plant. Variable volume pumping shall be integral to the pump design.

Engineering fees for the above work shall be the sum of One Hundred Five Thousand Dollars (\$105,000.00). A breakdown of this fee is: **NOT TO EXCEED**

Site Investigations	\$ 8,800.00
Fee Through Design	\$67,450.00
Construction Administration with Shop Drawings and Field Reviews	\$28,750.00

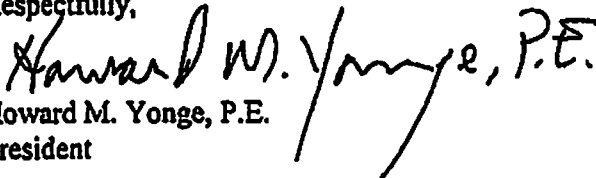
Any additional work not in the above scope that may be requested by your office shall be invoiced on an hourly rate basis not to exceed ~~\$130.00~~ hour. Should the description for the scope of work not have been interpreted as anticipated, please advise so that an adjustment of the fee could be made accordingly.

Paid in accord with
PO 02-03.079 *DE*

Lenard Street Judicial Complex Main Chiller Plant
Page Two

If the above proposal is acceptable to you, please sign and return a copy for our files. Should you have any questions, do not hesitate to contact me.

Respectfully,


Howard M. Yonge, P.E.
President

ACCEPTED: _____ DATE: _____
HMY/lr

14001449

BELFOR (●) BELFOR Property Restoration
PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
(912) 966-8093 Tel (912) 966-8094 Fax
GA License # RLCO002099 - Fed ID # 84-1309170

Insured: Escambia Annex
Property: 1295 S Fairfield Dr.

Estimator: Jason King
Business: 3505 Newpoint Place, Suite 475
Lawrenceville, GA 30043

Business: (770) 807-2920
E-mail: Jason.king@us.belfor.com

Claim Number: Policy Number: Type of Loss:

Date of Loss: Date Received:
Date Inspected: Date Entered: 5/15/2014 12:31 PM

Price List: FLPE8X_MAY14
Restoration/Service/Remodel
Estimate: 2014-05-15-1231

We would like to thank you for the opportunity to provide you with this estimate. The total cost for the repairs detailed in the following estimate is \$15,271.73.

The attached estimate details the specific work to be completed. Additional work outside of that specified in this estimate will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of those changes. Repairs will be scheduled after a signed copy of this estimate is received.

Progress payments may be billed at 25%, 50%, 75%, and 90% of completion with the balance due upon substantial completion of this scope of work. Change orders will be billed as completed and credits will be applied to the final contract billing.

Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday - Friday, 8:00 am - 5:00 pm. Where an item is being replaced, we will be matching the existing item's quality, color, finish, texture or material as close as possible where applicable unless noted otherwise, there is no guaranty either specified or implied on exact matches. This estimate does not include hazardous material testing or abatement unless specifically detailed in the following estimate.

This estimate is valid for 30 days from 5/15/2014. If you have any questions about this estimate, please contact Jason King to discuss those questions.

→ I/we agree to the terms and conditions of this proposal. →

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

2014-05-15-1231

Main Level

Break Room

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Cove base molding - rubber or vinyl, 4" high	59.83 LF @	1.49 =	89.15
2. Vinyl tile - High grade	199.17 SF @	4.85 =	965.97
3. Seal/prime then paint the walls and ceiling (2 coats)	677.83 SF @	0.60 =	406.70
4. Content Manipulation charge - per hour	3.00 HR @	30.91 =	92.73

Womens

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
5. Cove base molding - rubber or vinyl, 4" high	29.67 LF @	1.49 =	44.21
6. Seal/prime then paint more than the floor perimeter (2 coats)	59.34 SF @	0.60 =	35.60
7. Toilet - Detach & reset	3.00 EA @	188.16 =	564.48
8. R&R Toilet partition (plastic laminate or baked enamel steel)	3.00 EA @	645.11 =	1,935.33
9. Pedestal sink - Reset	2.00 EA @	127.43 =	254.86
10. Pedestal sink - Detach	2.00 EA @	43.81 =	87.62
11. Vinyl tile - High grade	50.67 SF @	4.85 =	245.75
12. Drywall per LF - up to 2' tall	29.67 LF @	5.36 =	159.03
13. Batt insulation - 4" - R15 - paper faced	59.34 SF @	1.00 =	59.34

Room2

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Clean the surface area with pressure steam	1.00 SF @	0.59 =	0.59
15. Seal/prime then paint the walls (2 coats)	317.33 SF @	0.60 =	190.40

Storage Area/Room

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16. Clean the surface area with pressure steam	1.00 SF @	0.59 =	0.59
17. Seal/prime then paint the walls (2 coats)	229.33 SF @	0.60 =	137.60
18. Content Manipulation charge - per hour	8.00 HR @	30.91 =	247.28

BELFOR (●) BELFOR Property Restoration
PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

Storage Area/Room

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
19. Clean the surface area with pressure steam	1.00 SF @	0.59 =	0.59
20. Seal/prime then paint the walls (2 coats)	632.00 SF @	0.60 =	379.20
21. Drywall Installer / Finisher - per hour	16.00 HR @	54.77 =	876.32
22. Content Manipulation charge - per hour	8.00 HR @	30.91 =	247.28

Work Area/Room

Height: 10'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
23. Clean the surface area with pressure steam	1.00 SF @	0.59 =	0.59
24. Seal/prime then paint the walls (2 coats)	1,118.33 SF @	0.60 =	671.00
25. Content Manipulation charge - per hour	8.00 HR @	30.91 =	247.28
26. Drywall Installer / Finisher - per hour	16.00 HR @	54.77 =	876.32

Mens

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
27. Cove base molding - rubber or vinyl, 4" high	31.18 LF @	1.49 =	46.46
28. Seal/prime then paint more than the floor perimeter (2 coats)	62.37 SF @	0.60 =	37.42
29. Toilet - Detach & reset	3.00 EA @	188.16 =	564.48
30. R&R Toilet partition (plastic laminate or baked enamel steel)	3.00 EA @	645.11 =	1,935.33
31. Pedestal sink - Reset	2.00 EA @	127.43 =	254.86
32. Pedestal sink - Detach	2.00 EA @	43.81 =	87.62
33. Vinyl tile - High grade	58.41 SF @	4.85 =	283.29
34. Drywall per LF - up to 2' tall	31.18 LF @	5.36 =	167.12
35. Batt insulation - 4" - R15 - paper faced	62.37 SF @	1.00 =	62.37

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
36. Insulation labor minimum	1.00 EA @	122.48 =	122.48
37. Cleaning labor minimum	1.00 EA @	63.18 =	63.18

Grand Total Areas:

3,541.16 SF Walls	1,479.12 SF Ceiling	5,020.28 SF Walls and Ceiling
1,479.12 SF Floor	164.35 SY Flooring	414.69 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	414.69 LF Ceil. Perimeter
1,479.12 Floor Area	1,581.49 Total Area	3,541.16 Interior Wall Area
1,865.98 Exterior Wall Area	194.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

Recap by Room

Estimate: 2014-05-15-1231

Area: Main Level

Break Room	1,554.55	12.50%
Womens	3,386.22	27.22%
Room2	190.99	1.54%
Storage Area/Room	385.47	3.10%
Storage Area/Room	1,503.39	12.08%
Work Area/Room	1,795.19	14.43%
Mens	3,438.95	27.64%

Area Subtotal: Main Level	12,254.76	98.51%
Labor Minimums Applied	185.66	1.49%

Subtotal of Areas	12,440.42	100.00%
-------------------	-----------	---------

Total	12,440.42	100.00%
--------------	------------------	----------------

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

Recap by Category

O&P Items	Total	%
CLEANING	65.54	0.43%
CONTENT MANIPULATION	834.57	5.46%
GENERAL DEMOLITION	729.24	4.78%
DRYWALL	326.15	2.14%
FLOOR COVERING - VINYL	1,674.83	10.97%
INSULATION	244.19	1.60%
LABOR ONLY	1,752.64	11.48%
PLUMBING	1,638.68	10.73%
PAINTING	1,857.92	12.17%
TOILET & BATH ACCESSORIES	3,141.42	20.57%
WATER EXTRACTION & REMEDIATION	175.24	1.15%
O&P Items Subtotal	12,440.42	81.46%
Material Sales Tax	281.66	1.84%
Cleaning Mat Tax	0.04	0.00%
Overhead	1,272.24	8.33%
Profit	1,272.24	8.33%
Total Cleaning Tax	5.13	0.03%
Total	15,271.73	100.00%

BELFOR 
PROPERTY RESTORATION

May 12, 2014

Tom Rongstad
Vericclaim, Inc.
7201 N. 9th Ave., Suite A8
Pensacola, FL 32504

Re: Insured : Escambia County Area Transit
Address : 1515 S. Fairfield Dr., Pensacola, Florida

Dear Mr. Rongstad,

BELFOR is pleased to present the attached detailed estimate proposal to restore the above referenced facility from flood damage that occurred on 4-29-14. Our estimate is based on visual inspections that took place between Friday 5-9-14 and Sunday 5-11-14.

We understand an Industrial Hygienist (IH) will review the site this week and that the emergency remediation contractor will complete their activities this week as well. Once the IH finishes their review and deems the facility ready for reconstruction, we can initiate our services immediately.

BELFOR plans to expedite the repairs as much as possible in order to restore the facility as quick as possible so that it can be re-occupied and once again serve the community.

Our Not to Exceed (NTE) estimate is in the amount of \$492,232.05. This includes a 10% contingency allowance that was placed as a precautionary measure, due to numerous unknowns that may be encountered during the reconstruction phase.

Please contact the undersigned if you have any questions concerning our proposal. We look forward to working with everyone involved to promptly and professionally restore this building to pre-loss condition.

Sincerely,

Russell Fountain
BELFOR USA Group, Inc.
Florida GC# CGC046432

BELFOR (O) **BELFOR Property Restoration**
PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
(912) 966-8093 Tel (912) 966-8094 Fax
GA License # RLCO002099 - Fed ID # 84-1309170

Insured: ECAT

Estimator: Jason King
Business: 3505 Newpoint Place, Suite 475
Lawrenceville, GA 30043

Business: (770) 807-2920
E-mail: Jason.king@us.belfor.com

Claim Number: Policy Number: Type of Loss:

Date of Loss: Date Received:
Date Inspected: Date Entered: 5/10/2014 10:15 PM

Price List: FLPE8X_MAY14
Restoration/Service/Remodel
Estimate: 2014-05-10-2215

We would like to thank you for the opportunity to provide you with this estimate. The total cost for the repairs detailed in the following estimate is \$492,232.05.

The attached estimate details the specific work to be completed. Additional work outside of that specified in this estimate will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of those changes. Repairs will be scheduled after a signed copy of this estimate is received.

Progress payments may be billed at 25%, 50%, 75%, and 90% of completion with the balance due upon substantial completion of this scope of work. Change orders will be billed as completed and credits will be applied to the final contract billing.

Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday - Friday, 8:00 am - 5:00 pm. Where an item is being replaced, we will be matching the existing item's quality, color, finish, texture or material as close as possible where applicable unless noted otherwise. there is no guaranty either specified or implied on exact matches. This estimate does not include hazardous material testing or abatement unless specifically detailed in the following estimate.

This estimate is valid for 30 days from 5/12/2014. If you have any questions about this estimate, please contact Jason King to discuss those questions.

I/we agree to the terms and conditions of this proposal.

Owner/Authorized signature Date _____

BELFOR Representative Date _____

BELFOR (●) BELFOR Property Restoration
PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

2014-05-10-2215

Main Level

Entry2

Height: 8'

Door 2' 6" X 6' 8" Opens into ENTRY_FOYER

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Drywall per LF - up to 2' tall	59.17 LF @	5.36 =	317.15
2. Mask wall - plastic, paper, tape (per LF)	61.67 LF @	0.80 =	49.34
3. R&R Ceramic/porcelain tile	207.19 SF @	9.06 =	1,877.14
4. Tile/stone sealer	207.19 SF @	0.53 =	109.81
5. Paint the walls - two coats - 2 colors	476.67 SF @	0.69 =	328.90
6. Stain & finish chair rail	59.17 LF @	0.96 =	56.80
7. Cove base molding - rubber or vinyl, 4" high	59.17 LF @	1.49 =	88.16

Entry/Foyer

Height: 8'

Missing Wall 4' 11" X 8' Opens into HALLWAY_1
 Door 2' 6" X 6' 8" Opens into HALLWAY_2
 Door 2' 6" X 6' 8" Opens into ENTRY2
 Door 2' 6" X 6' 8" Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
8. Drywall per LF - up to 2' tall	49.52 LF @	5.36 =	265.83
9. Mask wall - plastic, paper, tape (per LF)	57.02 LF @	0.80 =	45.62
10. R&R Ceramic/porcelain tile	166.35 SF @	9.06 =	1,507.13
11. Tile/stone sealer	166.35 SF @	0.53 =	88.17
12. Paint the walls - two coats - 2 colors	406.17 SF @	0.69 =	280.26
13. Stain & finish chair rail	49.52 LF @	0.96 =	47.54
14. Cove base molding - rubber or vinyl, 4" high	49.52 LF @	1.49 =	73.78

Conference Room

Height: 8'

Door 2' 6" X 6' 8" Opens into HALLWAY_2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
15. Drywall per LF - up to 2' tall	84.67 LF @	5.36 =	453.83
16. Mask wall - plastic, paper, tape (per LF)	87.17 LF @	0.80 =	69.74
17. Paint the walls - two coats - 2 colors	680.67 SF @	0.69 =	469.66
18. Stain & finish chair rail	84.67 LF @	0.96 =	81.28
19. Cove base molding - rubber or vinyl, 4" high	84.67 LF @	1.49 =	126.16

2014-05-10-2215

5/12/2014

Page: 2

CONTINUED - Conference Room

DESCRIPTION	QTY	UNIT PRICE	TOTAL
20. Carpet tile	409.82 SF @	2.77 =	1,135.20
21. Batt insulation - 4" - R15 - paper faced	170.17 SF @	1.00 =	170.17

Hallway 2

Height: 8'

Missing Wall	4' 9" X 8'	Opens into HALLWAY_3
Door	2' 6" X 6' 8"	Opens into STORAGE_3
Door	2' 6" X 6' 8"	Opens into STORAGE_4
Door	2' 6" X 6' 8"	Opens into OFFICE_10
Door	2' 6" X 6' 8"	Opens into OFFICE_9
Door	2' 6" X 6' 8"	Opens into OFFICE_8
Door	2' 6" X 6' 8"	Opens into CONFERENCE_R
Door	2' 6" X 6' 8"	Opens into ENTRY_FOYER

DESCRIPTION	QTY	UNIT PRICE	TOTAL
22. Drywall per LF - up to 2' tall	101.48 LF @	5.36 =	543.93
23. Mask wall - plastic, paper, tape (per LF)	118.98 LF @	0.80 =	95.18
24. R&R Ceramic/porcelain tile	308.10 SF @	9.06 =	2,791.39
25. Tile/stone scaler	308.10 SF @	0.53 =	163.29
26. Paint the walls - two coats - 2 colors	835.16 SF @	0.69 =	576.26
27. Stain & finish chair rail	101.48 LF @	0.96 =	97.42
28. Cove base molding - rubber or vinyl, 4" high	101.48 LF @	1.49 =	151.21

Office 8

Height: 8'

Door	2' 6" X 6' 8"	Opens into HALLWAY_2
------	---------------	----------------------

DESCRIPTION	QTY	UNIT PRICE	TOTAL
29. Drywall per LF - up to 2' tall	45.67 LF @	5.36 =	244.79
30. Mask wall - plastic, paper, tape (per LF)	48.17 LF @	0.80 =	38.54
31. Paint the walls - two coats - 2 colors	368.67 SF @	0.69 =	254.38
32. Stain & finish chair rail	45.67 LF @	0.96 =	43.84
33. Cove base molding - rubber or vinyl, 4" high	45.67 LF @	1.49 =	68.05

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

CONTINUED - Office 8

DESCRIPTION	QTY	UNIT PRICE	TOTAL
34. Carpet tile	142.08 SF @	2.77 =	393.56
35. Batt insulation - 4" - R15 - paper faced	92.17 SF @	1.00 =	92.17

Office 9

Height: 8'

Door

2' 6" X 6' 8"

Opens into HALLWAY_2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
36. Drywall per LF - up to 2' tall	44.50 LF @	5.36 =	238.52
37. Mask wall - plastic, paper, tape (per LF)	47.00 LF @	0.80 =	37.60
38. Paint the walls - two coats - 2 colors	359.33 SF @	0.69 =	247.94
39. Stain & finish chair rail	44.50 LF @	0.96 =	42.72
40. Cove base molding - rubber or vinyl, 4" high	44.50 LF @	1.49 =	66.31
41. Carpet tile	134.06 SF @	2.77 =	371.35
42. Batt insulation - 4" - R15 - paper faced	89.83 SF @	1.00 =	89.83

Office 10

Height: 8'

Door

2' 6" X 6' 8"

Opens into HALLWAY_2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
43. Drywall per LF - up to 2' tall	45.83 LF @	5.36 =	245.65
44. Mask wall - plastic, paper, tape (per LF)	48.33 LF @	0.80 =	38.66
45. Paint the walls - two coats - 2 colors	370.00 SF @	0.69 =	255.30
46. Stain & finish chair rail	45.83 LF @	0.96 =	44.00
47. Cove base molding - rubber or vinyl, 4" high	45.83 LF @	1.49 =	68.29
48. Carpet tile	143.23 SF @	2.77 =	396.75
49. Batt insulation - 4" - R15 - paper faced	92.50 SF @	1.00 =	92.50

Office 1

Height: 8'

Door

2' 6" X 6' 8"

Opens into HALLWAY_1

2014-05-10-2215

5/12/2014

Page: 4

BELFOR (●) BELFOR Property Restoration

PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

DESCRIPTION	QTY	UNIT PRICE	TOTAL
50. Drywall per LF - up to 2' tall	57.50 LF @	5.36 =	308.20
51. Mask wall - plastic, paper, tape (per LF)	60.00 LF @	0.80 =	48.00
52. Paint the walls - two coats - 2 colors	463.33 SF @	0.69 =	319.70
53. Stain & finish chair rail	57.50 LF @	0.96 =	55.20
54. Cove base molding - rubber or vinyl, 4" high	57.50 LF @	1.49 =	85.68
55. Carpet tile	202.90 SF @	2.77 =	562.03
56. Batt insulation - 4" - R15 - paper faced	115.83 SF @	1.00 =	115.83

Office 2

Height: 8'

Door

2' 6" X 6' 8"

Opens into HALLWAY_1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
57. Drywall per LF - up to 2' tall	71.33 LF @	5.36 =	382.33
58. Mask wall - plastic, paper, tape (per LF)	73.83 LF @	0.80 =	59.06
59. Paint the walls - two coats - 2 colors	574.00 SF @	0.69 =	396.06
60. Stain & finish chair rail	71.33 LF @	0.96 =	68.48
61. Cove base molding - rubber or vinyl, 4" high	71.33 LF @	1.49 =	106.28
62. Carpet tile	276.14 SF @	2.77 =	764.91
63. Batt insulation - 4" - R15 - paper faced	143.50 SF @	1.00 =	143.50

Hallway 1

Height: 8'

Door

2' 6" X 6' 8"

Opens into OFFICE_2

Door

2' 6" X 6' 8"

Opens into OFFICE_1

Missing Wall

4' 11" X 8'

Opens into ENTRY_FOYER

Door

2' 6" X 6' 8"

Opens into OFFICE_4

Door

2' 6" X 6' 8"

Opens into STORAGE_1

Door

2' 6" X 6' 8"

Opens into OFFICE_3

DESCRIPTION	QTY	UNIT PRICE	TOTAL
64. Drywall per LF - up to 2' tall	33.58 LF @	5.36 =	179.99
65. Mask wall - plastic, paper, tape (per LF)	46.08 LF @	0.80 =	36.86
66. R&R Ceramic/porcelain tile	100.79 SF @	9.06 =	913.15
67. Tile/stone sealer	100.79 SF @	0.53 =	53.42
68. Paint the walls - two coats - 2 colors	285.33 SF @	0.69 =	196.88
69. Stain & finish chair rail	33.58 LF @	0.96 =	32.24
70. Cove base molding - rubber or vinyl, 4" high	33.58 LF @	1.49 =	50.03

BELFOR (●) BELFOR Property Restoration

PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

Office 3**Height: 8'****Door****2' 6" X 6' 8"****Opens into HALLWAY_1**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
71. Drywall per LF - up to 2' tall	68.17 LF @	5.36 =	365.39
72. Mask wall - plastic, paper, tape (per LF)	70.67 LF @	0.80 =	56.54
73. Paint the walls - two coats - 2 colors	548.67 SF @	0.69 =	378.58
74. Stain & finish chair rail	68.17 LF @	0.96 =	65.44
75. Cove base molding - rubber or vinyl, 4" high	68.17 LF @	1.49 =	101.57
76. Carpet tile	260.74 SF @	2.77 =	722.25
77. Batt insulation - 4" - R15 - paper faced	137.17 SF @	1.00 =	137.17

Storage 1**Height: 8'****Door****2' 6" X 6' 8"****Opens into HALLWAY_1**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
78. Drywall per LF - up to 2' tall	50.14 LF @	5.36 =	268.75
79. Mask wall - plastic, paper, tape (per LF)	52.64 LF @	0.80 =	42.11
80. Paint the walls - two coats - 2 colors	404.42 SF @	0.69 =	279.05
81. Stain & finish chair rail	50.14 LF @	0.96 =	48.13
82. Cove base molding - rubber or vinyl, 4" high	50.14 LF @	1.49 =	74.71
83. Carpet tile	171.82 SF @	2.77 =	475.94
84. Batt insulation - 4" - R15 - paper faced	101.11 SF @	1.00 =	101.11

Office 4**Height: 8'****Door****2' 6" X 6' 8"****Opens into HALLWAY_1**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
85. Drywall per LF - up to 2' tall	47.61 LF @	5.36 =	255.19
86. Mask wall - plastic, paper, tape (per LF)	50.11 LF @	0.80 =	40.09
87. Paint the walls - two coats - 2 colors	384.18 SF @	0.69 =	265.08
88. Stain & finish chair rail	47.61 LF @	0.96 =	45.71
89. Cove base molding - rubber or vinyl, 4" high	47.61 LF @	1.49 =	70.94
90. Carpet tile	156.63 SF @	2.77 =	433.87
91. Batt insulation - 4" - R15 - paper faced	96.04 SF @	1.00 =	96.04

BELFOR (●) BELFOR Property Restoration
PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

Break room 2

Height: 8'

Door 2' 6" X 6' 8" Opens into HALLWAY_3

DESCRIPTION	QTY	UNIT PRICE	TOTAL
92. Drywall per LF - up to 2' tall	46.27 LF @	5.36 =	248.01
93. Mask wall - plastic, paper, tape (per LF)	48.77 LF @	0.80 =	39.02
94. R&R Ceramic/porcelain tile	146.25 SF @	9.06 =	1,325.03
95. Tile/stone sealer	146.25 SF @	0.53 =	77.51
96. Paint the walls - two coats - 2 colors	373.51 SF @	0.69 =	257.72
97. Stain & finish chair rail	46.27 LF @	0.96 =	44.42
98. Cove base molding - rubber or vinyl, 4" high	46.27 LF @	1.49 =	68.94

Training

Height: 8'

Door 2' 6" X 6' 8" Opens into HALLWAY_3
 Door 2' 6" X 6' 8" Opens into OFFICE_5

DESCRIPTION	QTY	UNIT PRICE	TOTAL
99. Drywall per LF - up to 2' tall	53.00 LF @	5.36 =	284.08
100. Mask wall - plastic, paper, tape (per LF)	58.00 LF @	0.80 =	46.40
101. Paint the walls - two coats - 2 colors	430.67 SF @	0.69 =	297.16
102. Stain & finish chair rail	53.00 LF @	0.96 =	50.88
103. Cove base molding - rubber or vinyl, 4" high	53.00 LF @	1.49 =	78.97
104. Carpet tile	209.69 SF @	2.77 =	580.84
105. Batt insulation - 4" - R15 - paper faced	107.67 SF @	1.00 =	107.67

Office 5

Height: 8'

Door 2' 6" X 6' 8" Opens into HALLWAY_3
 Door 2' 6" X 6' 8" Opens into TRAINING

DESCRIPTION	QTY	UNIT PRICE	TOTAL
106. Drywall per LF - up to 2' tall	50.83 LF @	5.36 =	272.45
107. Mask wall - plastic, paper, tape (per LF)	55.83 LF @	0.80 =	44.66
108. Paint the walls - two coats - 2 colors	413.33 SF @	0.69 =	285.20
109. Stain & finish chair rail	50.83 LF @	0.96 =	48.80
110. Cove base molding - rubber or vinyl, 4" high	50.83 LF @	1.49 =	75.74
111. Carpet tile	194.79 SF @	2.77 =	539.57
112. Batt insulation - 4" - R15 - paper faced	103.33 SF @	1.00 =	103.33

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLC0002099 - Fed ID # 84-1309170

Office 6

Height: 8'

Door **2' 6" X 6' 8"** **Opens into HALLWAY_3**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
113. Drywall per LF - up to 2' tall	36.33 LF @	5.36 =	194.73
114. Mask wall - plastic, paper, tape (per LF)	38.83 LF @	0.80 =	31.06
115. Paint the walls - two coats - 2 colors	294.00 SF @	0.69 =	202.86
116. Stain & finish chair rail	36.33 LF @	0.96 =	34.88
117. Cove base molding - rubber or vinyl, 4" high	36.33 LF @	1.49 =	54.13
118. Carpet tile	77.92 SF @	2.77 =	215.84
119. Batt insulation - 4" - R15 - paper faced	73.50 SF @	1.00 =	73.50

Office 7

Height: 8'

Door **2' 6" X 6' 8"** **Opens into OPERATORSS_**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
120. Drywall per LF - up to 2' tall	54.33 LF @	5.36 =	291.21
121. Mask wall - plastic, paper, tape (per LF)	56.83 LF @	0.80 =	45.46
122. R&R Ceramic/porcelain tile	201.67 SF @	9.06 =	1,827.13
123. Tile/stone sealer	201.67 SF @	0.53 =	106.89
124. Paint the walls - two coats - 2 colors	438.00 SF @	0.69 =	302.22
125. Stain & finish chair rail	54.33 LF @	0.96 =	52.16
126. Cove base molding - rubber or vinyl, 4" high	54.33 LF @	1.49 =	80.95
127. Batt insulation - 4" - R15 - paper faced	109.50 SF @	1.00 =	109.50

Hallway 3

Height: 8'

Door **2' 6" X 6' 8"** **Opens into TRAINING**
Door **2' 6" X 6' 8"** **Opens into BREAK_ROOM_2**
Missing Wall **4' 9" X 8'** **Opens into HALLWAY_2**
Door **2' 6" X 6' 8"** **Opens into ROOM20**
Door **2' 6" X 6' 8"** **Opens into DRIVERS_QUIT**
Missing Wall **3' X 8'** **Opens into HALLWAY_4**
Door **2' 6" X 6' 8"** **Opens into ROOM26**
Door **2' 6" X 6' 8"** **Opens into MENS_BATH_2**
Door **2' 6" X 6' 8"** **Opens into ELECTRICAL**
Door **2' 6" X 6' 8"** **Opens into OPERATORSS_**
Door **2' 6" X 6' 8"** **Opens into OFFICE_6**

BELFOR (●) BELFOR Property Restoration

PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

Door **2' 6" X 6' 8"** **Opens into OFFICE_5**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
128. Drywall per LF - up to 2' tall	85.36 LF @	5.36 =	457.53
129. Mask wall - plastic, paper, tape (per LF)	110.36 LF @	0.80 =	88.29
130. R&R Ceramic/porcelain tile	257.65 SF @	9.06 =	2,334.31
131. Tile/stone scaler	257.65 SF @	0.53 =	136.55
132. Paint the walls - two coats - 2 colors	716.18 SF @	0.69 =	494.16
133. Stain & finish chair rail	85.36 LF @	0.96 =	81.95
134. Cove base molding - rubber or vinyl, 4" high	85.36 LF @	1.49 =	127.19

Room20 **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into HALLWAY_3**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
135. Drywall per LF - up to 2' tall	48.10 LF @	5.36 =	257.82
136. Mask wall - plastic, paper, tape (per LF)	50.60 LF @	0.80 =	40.48
137. Paint the walls - two coats - 2 colors	388.17 SF @	0.69 =	267.84
138. Stain & finish chair rail	48.10 LF @	0.96 =	46.18
139. Cove base molding - rubber or vinyl, 4" high	48.10 LF @	1.49 =	71.67
140. Carpet tile	149.04 SF @	2.77 =	412.84
141. Batt insulation - 4" - R15 - paper faced	97.04 SF @	1.00 =	97.04

Drivers quite room **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into HALLWAY_3**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
142. Drywall per LF - up to 2' tall	33.17 LF @	5.36 =	177.79
143. Mask wall - plastic, paper, tape (per LF)	35.67 LF @	0.80 =	28.54
144. Paint the walls - two coats - 2 colors	268.68 SF @	0.69 =	185.39
145. Stain & finish chair rail	33.17 LF @	0.96 =	31.84
146. Cove base molding - rubber or vinyl, 4" high	33.17 LF @	1.49 =	49.42
147. Carpet tile	79.34 SF @	2.77 =	219.77
148. Batt insulation - 4" - R15 - paper faced	67.17 SF @	1.00 =	67.17

Storage 3 **Height: 8'**

BELFOR (●) BELFOR Property Restoration

PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

Door **2' 6" X 6' 8"** **Opens into HALLWAY_2**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
149. Drywall per LF - up to 2' tall	43.44 LF @	5.36 =	232.84
150. Mask wall - plastic, paper, tape (per LF)	45.94 LF @	0.80 =	36.75
151. Paint the walls - two coats - 2 colors	350.84 SF @	0.69 =	242.08
152. Stain & finish chair rail	43.44 LF @	0.96 =	41.70
153. Cove base molding - rubber or vinyl, 4" high	43.44 LF @	1.49 =	64.73
154. Carpet tile	131.83 SF @	2.77 =	365.17
155. Batt insulation - 4" - R15 - paper faced	87.71 SF @	1.00 =	87.71

Storage 4 **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into HALLWAY_2**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
156. Drywall per LF - up to 2' tall	35.94 LF @	5.36 =	192.64
157. Mask wall - plastic, paper, tape (per LF)	38.44 LF @	0.80 =	30.75
158. Paint the walls - two coats - 2 colors	290.84 SF @	0.69 =	200.68
159. Stain & finish chair rail	35.94 LF @	0.96 =	34.50
160. Cove base molding - rubber or vinyl, 4" high	35.94 LF @	1.49 =	53.55
161. Carpet tile	89.76 SF @	2.77 =	248.64
162. Batt insulation - 4" - R15 - paper faced	72.71 SF @	1.00 =	72.71

Office 11 **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into HALLWAY_4**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
163. Drywall per LF - up to 2' tall	57.82 LF @	5.36 =	309.92
164. Mask wall - plastic, paper, tape (per LF)	60.32 LF @	0.80 =	48.26
165. Paint the walls - two coats - 2 colors	465.91 SF @	0.69 =	321.48
166. Stain & finish chair rail	57.82 LF @	0.96 =	55.51
167. Cove base molding - rubber or vinyl, 4" high	57.82 LF @	1.49 =	86.15
168. Carpet tile	202.39 SF @	2.77 =	560.62
169. Batt insulation - 4" - R15 - paper faced	116.48 SF @	1.00 =	116.48

Hallway 4 **Height: 8'**

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLC0002099 - Fed ID # 84-1309170

Door	2' 6" X 6' 8"	Opens into FFICE_11
Door	2' 6" X 6' 8"	Opens into BREAK_ROOM
Door	2' 6" X 6' 8"	Opens into HALLWAY_5
Door	2' 6" X 6' 8"	Opens into STORAGE_2
Missing Wall	3' X 8'	Opens into HALLWAY_3

DESCRIPTION	QTY	UNIT PRICE	TOTAL
170. Drywall per LF - up to 2' tall	59.51 LF @	5.36 =	318.97
171. Mask wall - plastic, paper, tape (per LF)	69.51 LF @	0.80 =	55.61
172. R&R Ceramic/porcelain tile	153.46 SF @	9.06 =	1,390.35
173. Tile/stone sealer	153.46 SF @	0.53 =	81.33
174. Paint the walls - two coats - 2 colors	489.42 SF @	0.69 =	337.70
175. Stain & finish chair rail	59.51 LF @	0.96 =	57.13
176. Cove base molding - rubber or vinyl, 4" high	59.51 LF @	1.49 =	88.67

Womens bath 2

Height: 8'

Door	2' 6" X 6' 8"	Opens into HALLWAY_3
------	---------------	----------------------

DESCRIPTION	QTY	UNIT PRICE	TOTAL
177. R&R Ceramic/porcelain tile	66.03 SF @	9.06 =	598.23
178. Tile/stone sealer	66.03 SF @	0.53 =	35.00
179. Stain & finish chair rail	32.00 LF @	0.96 =	30.72
180. Cove base molding - rubber or vinyl, 4" high	32.00 LF @	1.49 =	47.68
181. Toilet - Detach & reset	3.00 EA @	188.16 =	564.48
182. R&R Toilet partition (plastic laminate or baked enamel steel)	3.00 EA @	645.11 =	1,935.33
183. Pedestal sink - Reset	1.00 EA @	127.43 =	127.43
184. Pedestal sink - Detach	1.00 EA @	43.81 =	43.81
185. Mask or cover per square foot	48.00 SF @	0.37 =	17.76
186. Seal grout on tile wall	259.33 SF @	0.64 =	165.97

Storage 2

Height: 8'

Door	2' 6" X 6' 8"	Opens into HALLWAY_4
------	---------------	----------------------

DESCRIPTION	QTY	UNIT PRICE	TOTAL
187. Drywall per LF - up to 2' tall	31.52 LF @	5.36 =	168.95
188. Mask wall - plastic, paper, tape (per LF)	34.02 LF @	0.80 =	27.22
189. Paint the walls - two coats - 2 colors	255.53 SF @	0.69 =	176.32
190. Stain & finish chair rail	31.52 LF @	0.96 =	30.26

CONTINUED - Storage 2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
191. Cove base molding - rubber or vinyl, 4" high	31.52 LF @	1.49 =	46.96
192. Carpet tile	58.95 SF @	2.77 =	163.29
193. Batt insulation - 4" - R15 - paper faced	63.88 SF @	1.00 =	63.88

Hallway 5

Height: 8'

Door	2' 6" X 6' 8"	Opens into MAINT_BATH
Door	2' 6" X 6' 8"	Opens into MAINT_BREAK
Door	2' 6" X 6' 8"	Opens into HALLWAY_6
Door	2' 6" X 6' 8"	Opens into HALLWAY_4

DESCRIPTION	QTY	UNIT PRICE	TOTAL
194. Drywall per LF - up to 2' tall	21.36 LF @	5.36 =	114.49
195. Mask wall - plastic, paper, tape (per LF)	31.36 LF @	0.80 =	25.09
196. Paint the walls - two coats - 2 colors	184.19 SF @	0.69 =	127.09
197. Stain & finish chair rail	21.36 LF @	0.96 =	20.51
198. Cove base molding - rubber or vinyl, 4" high	21.36 LF @	1.49 =	31.83
199. Floor preparation for resilient flooring	52.49 SF @	0.36 =	18.90
200. Vinyl tile	52.49 SF @	2.66 =	139.62

Maint. Bath

Height: 8'

Door	2' 6" X 6' 8"	Opens into HALLWAY_5
------	---------------	----------------------

DESCRIPTION	QTY	UNIT PRICE	TOTAL
201. R&R Ceramic/porcelain tile	201.77 SF @	9.06 =	1,828.03
202. Tile/stone sealer	201.77 SF @	0.53 =	106.94
203. Stain & finish chair rail	68.14 LF @	0.96 =	65.41
204. Cove base molding - rubber or vinyl, 4" high	68.14 LF @	1.49 =	101.53
205. Toilet - Detach & reset	2.00 EA @	188.16 =	376.32
206. R&R Toilet partition (plastic laminate or baked enamel steel)	2.00 EA @	645.11 =	1,290.22
207. Pedestal sink - Reset	1.00 EA @	127.43 =	127.43
208. Pedestal sink - Detach	1.00 EA @	43.81 =	43.81

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

CONTINUED - Maint. Bath

DESCRIPTION	QTY	UNIT PRICE	TOTAL
209. Mask or cover per square foot	48.00 SF @	0.37 =	17.76
210. Detach & Reset Urinal - wall hung	1.00 EA @	265.41 =	265.41
211. R&R Urinal partition (plastic laminate or baked enamel steel)	1.00 EA @	236.59 =	236.59
212. Seal grout on tile wall	548.47 SF @	0.64 =	351.02

Maint. Break Room

Height: 8'

Door 2' 6" X 6' 8" Opens into WOMENS_BATH_
 Door 2' 6" X 6' 8" Opens into HALLWAY_5

DESCRIPTION	QTY	UNIT PRICE	TOTAL
213. Drywall per LF - up to 2' tall	61.48 LF @	5.36 =	329.53
214. Mask wall - plastic, paper, tape (per LF)	66.48 LF @	0.80 =	53.18
215. R&R Ceramic/porcelain tile	236.44 SF @	9.06 =	2,142.14
216. Tile/stone sealer	236.44 SF @	0.53 =	125.31
217. Paint the walls - two coats - 2 colors	498.47 SF @	0.69 =	343.94
218. Stain & finish chair rail	61.48 LF @	0.96 =	59.02
219. Cove base molding - rubber or vinyl, 4" high	61.48 LF @	1.49 =	91.61

Mens Bath 2

Height: 8'

Door 2' 6" X 6' 8" Opens into HALLWAY_3

DESCRIPTION	QTY	UNIT PRICE	TOTAL
220. R&R Ceramic/porcelain tile	75.40 SF @	9.06 =	683.12
221. Tile/stone sealer	75.40 SF @	0.53 =	39.96
222. Stain & finish chair rail	32.67 LF @	0.96 =	31.36
223. Cove base molding - rubber or vinyl, 4" high	32.67 LF @	1.49 =	48.68
224. Toilet - Detach & reset	2.00 EA @	188.16 =	376.32
225. R&R Toilet partition (plastic laminate or baked enamel steel)	2.00 EA @	645.11 =	1,290.22
226. Pedestal sink - Reset	1.00 EA @	127.43 =	127.43
227. Pedestal sink - Detach	1.00 EA @	43.81 =	43.81
228. Mask or cover per square foot	48.00 SF @	0.37 =	17.76

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

CONTINUED - Mens Bath 2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
229. Detach & Reset Urinal - wall hung	1.00 EA @	265.41 =	265.41
230. R&R Urinal partition (plastic laminate or baked enamel steel)	1.00 EA @	236.59 =	236.59
231. Seal grout on tile wall	264.67 SF @	0.64 =	169.39

Electrical

Height: 8'

Door

2' 6" X 6' 8"

Opens into HALLWAY_3

DESCRIPTION	QTY	UNIT PRICE	TOTAL
232. Drywall per LF - up to 2' tall	22.00 LF @	5.36 =	117.92
233. Mask wall - plastic, paper, tape (per LF)	24.50 LF @	0.80 =	19.60
234. R&R Ceramic/porcelain tile	35.85 SF @	9.06 =	324.80
235. Tile/stone sealer	35.85 SF @	0.53 =	19.00
236. Paint the walls - two coats - 2 colors	179.33 SF @	0.69 =	123.74
237. Stain & finish chair rail	22.00 LF @	0.96 =	21.12
238. Cove base molding - rubber or vinyl, 4" high	22.00 LF @	1.49 =	32.78

Mens Bath 1

Height: 8'

Door

2' 6" X 6' 8"

Opens into OPERATORSS_

DESCRIPTION	QTY	UNIT PRICE	TOTAL
239. R&R Ceramic/porcelain tile	137.25 SF @	9.06 =	1,243.49
240. Tile/stone sealer	137.25 SF @	0.53 =	72.74
241. Stain & finish chair rail	46.00 LF @	0.96 =	44.16
242. Cove base molding - rubber or vinyl, 4" high	46.00 LF @	1.49 =	68.54
243. Toilet - Detach & reset	2.00 EA @	188.16 =	376.32
244. R&R Toilet partition (plastic laminate or baked enamel steel)	2.00 EA @	645.11 =	1,290.22
245. Pedestal sink - Reset	1.00 EA @	127.43 =	127.43
246. Pedestal sink - Detach	1.00 EA @	43.81 =	43.81
247. Mask or cover per square foot	48.00 SF @	0.37 =	17.76
248. Detach & Reset Urinal - wall hung	1.00 EA @	265.41 =	265.41
249. R&R Urinal partition (plastic laminate or baked enamel steel)	1.00 EA @	236.59 =	236.59

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # R4-1309170

CONTINUED - Mens Bath 1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
250. Seal grout on tile wall	371.33 SF @	0.64 =	237.65

Operators's Break room

Height: 8'

Door	2' 6" X 6' 8"	Opens into DISPATCHER
Door	2' 6" X 6' 8"	Opens into WOMENS_BATH_
Door	2' 6" X 6' 8"	Opens into MENS_BATH_1
Door	2' 6" X 6' 8"	Opens into HALLWAY_3
Door	2' 6" X 6' 8"	Opens into OFFICE_7

DESCRIPTION	QTY	UNIT PRICE	TOTAL
251. Drywall per LF - up to 2' tall	122.67 LF @	5.36 =	657.51
252. Mask wall - plastic, paper, tape (per LF)	135.17 LF @	0.80 =	108.14
253. R&R Ceramic/porcelain tile	838.94 SF @	9.06 =	7,600.79
254. Tile/stone sealer	838.94 SF @	0.53 =	444.64
255. Paint the walls - two coats - 2 colors	998.00 SF @	0.69 =	688.62
256. Stain & finish chair rail	122.67 LF @	0.96 =	117.76
257. Cove base molding - rubber or vinyl, 4" high	122.67 LF @	1.49 =	182.78

Womens bath 1

Height: 8'

Door	2' 6" X 6' 8"	Opens into OPERATORSS_
Door	2' 6" X 6' 8"	Opens into MAINT_BREAK

DESCRIPTION	QTY	UNIT PRICE	TOTAL
258. R&R Ceramic/porcelain tile	127.50 SF @	9.06 =	1,155.15
259. Tile/stone sealer	127.50 SF @	0.53 =	67.58
260. Stain & finish chair rail	41.33 LF @	0.96 =	39.68
261. Cove base molding - rubber or vinyl, 4" high	41.33 LF @	1.49 =	61.58
262. Toilet - Detach & reset	3.00 EA @	188.16 =	564.48
263. R&R Toilet partition (plastic laminate or baked enamel steel)	3.00 EA @	645.11 =	1,935.33
264. Pedestal sink - Reset	1.00 EA @	127.43 =	127.43
265. Pedestal sink - Detach	1.00 EA @	43.81 =	43.81

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

CONTINUED - Womens bath 1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
266. Mask or cover per square foot	48.00 SF @	0.37 =	17.76
267. Seal grout on tile wall	337.33 SF @	0.64 =	215.89

Dispatcher Height: 8'
Door 2' 6" X 6' 8" Opens into OPERATORSS_
Door 2' 6" X 6' 8" Opens into WAITING_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
268. Drywall per LF - up to 2' tall	72.33 LF @	5.36 =	387.69
269. Mask wall - plastic, paper, tape (per LF)	77.33 LF @	0.80 =	61.86
270. R&R Ceramic/porcelain tile	342.60 SF @	9.06 =	3,103.96
271. Tile/stone sealer	342.60 SF @	0.53 =	181.58
272. Paint the walls - two coats - 2 colors	585.33 SF @	0.69 =	403.88
273. Stain & finish chair rail	72.33 LF @	0.96 =	69.44
274. Cove base molding - rubber or vinyl, 4" high	72.33 LF @	1.49 =	107.77
275. Job-site cargo/storage container - 40' long - per month 3 containers for 3 months	9.00 MO @	115.84 =	1,042.56

Break room Height: 8'
Door 2' 6" X 6' 8" Opens into HALLWAY_4

DESCRIPTION	QTY	UNIT PRICE	TOTAL
276. Drywall per LF - up to 2' tall	47.50 LF @	5.36 =	254.60
277. Mask wall - plastic, paper, tape (per LF)	50.00 LF @	0.80 =	40.00
278. R&R Ceramic/porcelain tile	156.00 SF @	9.06 =	1,413.36
279. Tile/stone sealer	156.00 SF @	0.53 =	82.68
280. Paint the walls - two coats - 2 colors	383.33 SF @	0.69 =	264.50
281. Stain & finish chair rail	47.50 LF @	0.96 =	45.60
282. Cove base molding - rubber or vinyl, 4" high	47.50 LF @	1.49 =	70.78

BELFOR (●) BELFOR Property Restoration
PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLC0002099 - Fed ID # 84-1309170

Battery Storage

Height: 8'

Door 2' 6" X 6' 8" Opens into HALLWAY_6

DESCRIPTION	QTY	UNIT PRICE	TOTAL
283. Drywall per LF - up to 2' tall	49.47 LF @	5.36 =	265.16
284. Mask wall - plastic, paper, tape (per LF)	51.97 LF @	0.80 =	41.58
285. R&R Ceramic/porcelain tile	153.35 SF @	9.06 =	1,389.35
286. Tile/stone sealer	153.35 SF @	0.53 =	81.28
287. Paint the walls - two coats - 2 colors	399.13 SF @	0.69 =	275.40
288. Stain & finish chair rail	49.47 LF @	0.96 =	47.49
289. Cove base molding - rubber or vinyl, 4" high	49.47 LF @	1.49 =	73.71

Hallway 6

Height: 8'

Door 2' 6" X 6' 8" Opens into HALLWAY_5
 Door 2' 6" X 6' 8" Opens into BATTERY_STOR
 Door 2' 6" X 6' 8" Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
290. Drywall per LF - up to 2' tall	57.64 LF @	5.36 =	308.95
291. Mask wall - plastic, paper, tape (per LF)	65.14 LF @	0.80 =	52.11
292. Paint the walls - two coats - 2 colors	471.13 SF @	0.69 =	325.08
293. Stain & finish chair rail	57.64 LF @	0.96 =	55.33
294. Cove base molding - rubber or vinyl, 4" high	57.64 LF @	1.49 =	85.88

Parts 2

Height: 8'

Door 2' 6" X 6' 8" Opens into PARTS
 Door 2' 6" X 6' 8" Opens into PARTS

DESCRIPTION	QTY	UNIT PRICE	TOTAL
295. Drywall per LF - up to 2' tall	46.10 LF @	5.36 =	247.10
296. Mask wall - plastic, paper, tape (per LF)	51.10 LF @	0.80 =	40.88
297. R&R Ceramic/porcelain tile	163.14 SF @	9.06 =	1,478.04
298. Tile/stone sealer	163.14 SF @	0.53 =	86.46
299. Paint the walls - two coats - 2 colors	375.46 SF @	0.69 =	259.07
300. Stain & finish chair rail	46.10 LF @	0.96 =	44.26
301. Cove base molding - rubber or vinyl, 4" high	46.10 LF @	1.49 =	68.69

BELFOR (●) BELFOR Property Restoration

PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

Parts **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into PARTS_2**
Door **2' 6" X 6' 8"** **Opens into PARTS_2**
Door **2' 6" X 6' 8"** **Opens into CLERK_2**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
302. Drywall per L.F - up to 2' tall	98.33 L.F @	5.36 =	527.05
303. Mask wall - plastic, paper, tape (per LF)	105.83 LF @	0.80 =	84.66
304. R&R Ceramic/porcelain tile	519.42 SF @	9.06 =	4,705.94
305. Tile/stone sealer	519.42 SF @	0.53 =	275.29
306. Paint the walls - two coats - 2 colors	796.67 SF @	0.69 =	549.70
307. Stain & finish chair rail	98.33 LF @	0.96 =	94.40
308. Cove base molding - rubber or vinyl, 4" high	98.33 L.F @	1.49 =	146.51

Clerk 1 **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
309. Drywall per LF - up to 2' tall	48.57 LF @	5.36 =	260.34
310. Mask wall - plastic, paper, tape (per LF)	51.07 LF @	0.80 =	40.86
311. R&R Ceramic/porcelain tile	162.94 SF @	9.06 =	1,476.23
312. Tile/stone sealer	162.94 SF @	0.53 =	86.36
313. Paint the walls - two coats - 2 colors	391.87 SF @	0.69 =	270.39
314. Stain & finish chair rail	48.57 LF @	0.96 =	46.63
315. Cove base molding - rubber or vinyl, 4" high	48.57 L.F @	1.49 =	72.37

Clerk 2 **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into PARTS**
Door **2' 6" X 6' 8"** **Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
316. Drywall per L.F - up to 2' tall	46.13 LF @	5.36 =	247.26
317. Mask wall - plastic, paper, tape (per LF)	51.13 LF @	0.80 =	40.90
318. R&R Ceramic/porcelain tile	163.31 SF @	9.06 =	1,479.59
319. Tile/stone sealer	163.31 SF @	0.53 =	86.55
320. Paint the walls - two coats - 2 colors	375.68 SF @	0.69 =	259.22
321. Stain & finish chair rail	46.13 L.F @	0.96 =	44.28
322. Cove base molding - rubber or vinyl, 4" high	46.13 LF @	1.49 =	68.73

BELFOR (●) BELFOR Property Restoration

PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

Admin Office

Height: 8'

Door **2' 6" X 6' 8"** **Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
323. R&R Ceramic/porcelain tile	225.00 SF @	9.05 =	2,038.50
324. Tile/stone sealer	225.00 SF @	0.53 =	119.25
325. Paint the walls - two coats - 2 colors	475.33 SF @	0.69 =	327.98
326. Stain & finish chair rail	59.00 LF @	0.96 =	56.64
327. Cove base molding - rubber or vinyl, 4" high	59.00 LF @	1.49 =	87.91
328. R&R Paneling	475.33 SF @	2.47 =	1,174.07
329. R&R Suspended ceiling grid - 2' x 2'	225.00 SF @	1.40 =	315.00
330. Detach & Reset Suspended ceiling tile - 2' x 2'	225.00 SF @	0.37 =	83.25

bus shop office

Height: 8'

Door **2' 6" X 6' 8"** **Opens into BUS_SHOP**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
331. R&R Ceramic/porcelain tile	203.10 SF @	9.06 =	1,840.09
332. Tile/stone sealer	203.10 SF @	0.53 =	107.64
333. Paint the walls - two coats - 2 colors	456.64 SF @	0.69 =	315.08
334. Stain & finish chair rail	56.66 LF @	0.96 =	54.39
335. Cove base molding - rubber or vinyl, 4" high	56.66 LF @	1.49 =	84.42
336. R&R Paneling	456.64 SF @	2.47 =	1,127.90
337. R&R Suspended ceiling grid - 2' x 2'	203.10 SF @	1.40 =	284.34
338. Detach & Reset Suspended ceiling tile - 2' x 2'	203.10 SF @	0.37 =	75.15

bus shop

Height: 18'

Door **2' 6" X 6' 8"** **Opens into BUS_SHOP_OFF**
Door **8' 1" X 7'** **Opens into Exterior**
Door **8' 6" X 7'** **Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
339. R&R Pegboard	1,121.00 SF @	2.06 =	2,309.26
340. Seal/prime then paint more than the floor perimeter (2 coats)	1,121.00 SF @	0.60 =	672.60
341. General Laborer - per hour labor to remove contents from pegboard and replace.	320.00 HR @	30.91 =	9,891.20
342. Clean with pressure/chemical spray	5,255.25 SF @	0.23 =	1,208.71
343. R&R Vinyl-faced/laminated insulation - 2"	1,121.00 SF @	0.82 =	919.22

BELFOR (●) BELFOR Property Restoration

PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

bus wash

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
344. Clean with pressure/chemical spray	1,173.33 SF @	0.23 =	269.87

gas

Height: 12'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
345. Clean with pressure/chemical spray	1,528.00 SF @	0.23 =	351.44

fueling station

Height: Peaked

DESCRIPTION	QTY	UNIT PRICE	TOTAL
346. Clean with pressure/chemical spray	869.33 SF @	0.23 =	199.95

waiting room

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Door	2' 6" X 6' 8"	Opens into DISPATCHER	
347. Drywall per LF - up to 2' tall	231.99 LF @	5.36 =	1,243.47
348. Mask wall - plastic, paper, tape (per LF)	234.49 LF @	0.80 =	187.59
349. R&R Ceramic/porcelain tile	2,746.25 SF @	9.06 =	24,881.03
350. Tile/stone sealer	2,746.25 SF @	0.53 =	1,455.51
351. Paint the walls - two coats - 2 colors	1,859.24 SF @	0.69 =	1,282.88
352. Stain & finish chair rail	231.99 LF @	0.96 =	222.71
353. Cove base molding - rubber or vinyl, 4" high	231.99 LF @	1.49 =	345.67
354. Mason - Brick / Stone - per hour	80.00 HR @	48.33 =	3,866.40
labor to remove and reattach bolt down chairs			
355. General Laborer - per hour	64.00 HR @	30.91 =	1,978.24

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
356. Fire Rated door, 3' x 7' - with glass lite	44.00 EA @	908.82 =	39,988.08
357. Steel door frame - 4' opening	44.00 EA @	154.22 =	6,785.68

2014-05-10-2215

5/12/2014

Page: 20

BELFOR (●) BELFOR Property Restoration

PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLC0002099 - Fed ID # 84-1309170

CONTINUED - General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
358. Additional charge for a retrofit door	44.00 EA @	150.94 =	6,641.36
359. Door kick plate - 16 gauge, 8" x 34"	44.00 EA @	42.98 =	1,891.12
360. Door closer - Commercial grade	44.00 EA @	114.16 =	5,023.04
361. Door hinge, 4" ball bearing (set of 3)	44.00 EA @	49.39 =	2,173.16
362. Door stop - wall or floor mounted	44.00 EA @	11.81 =	519.64
363. Paint door slab only - 2 coats (per side)	44.00 EA @	19.64 =	864.16
364. Paint door/window trim & jamb - Large - 2 coats (per side)	44.00 EA @	22.71 =	999.24
365. Clean with pressure/chemical spray	SF @	0.23 =	0.00
366. Batt insulation - 4" - R15 - paper faced	5,000.00 SF @	1.00 =	5,000.00
367. Commercial Supervision / Project Management - per hour 80 hours a month for 3 months	240.00 HR @	54.77 =	13,144.80
368. General Laborer - per hour Labor to move furniture back into rooms	96.00 HR @	30.91 =	2,967.36
369. Taxes, insurance, permits & fees (Bid item)	1.00 EA @	7,000.00 =	7,000.00
370. Dumpster load - Approx. 40 yards, 7-8 tons of debris	5.00 EA @	553.25 =	2,766.25
371. Asbestos test fee - full service asbestos survey	1.00 EA @	2,500.00 =	2,500.00
372. Abatement, containment, and cleaning pending test results.	1.00 SF @	45,725.00 =	45,725.00
373. IT reconnection and Computer hookup and testing	1.00 EA @	50,000.00 =	50,000.00
374. 10% contingency for miscellaneous items, including cleaning, switches, IIR protocol cleaning, and other unknown items that may develop during restoration phase	1.00 EA @	44,756.00 =	44,756.00

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
375. Hazardous waste/mold rem. labor min	1.00 EA @	166.63 =	166.63

BELFOR (●) BELFOR Property Restoration

PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
(912) 966-8093 Tel (912) 966-8094 Fax
GA License # RLCO002099 - Fed ID # 84-1309170

Grand Total Areas:

30,672.08 SF Walls	19,403.44 SF Ceiling	50,075.52 SF Walls and Ceiling
19,308.17 SF Floor	2,145.35 SY Flooring	3,351.02 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	3,594.95 LF Ceil. Perimeter
19,308.17 Floor Area	20,121.32 Total Area	30,672.08 Interior Wall Area
14,406.01 Exterior Wall Area	1,260.13 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLCO002099 - Fed ID # 84-1309170

Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	680.68	0.14%
CLEANING	2,029.97	0.41%
CONTENT MANIPULATION	1,042.56	0.21%
GENERAL DEMOLITION	64,030.19	13.01%
DOORS	53,415.12	10.85%
DRYWALL	14,453.45	2.94%
ELECTRICAL	50,000.00	10.16%
FLOOR COVERING - CARPET	8,562.44	1.74%
FLOOR COVERING - STONE	4,290.74	0.87%
FLOOR COVERING - VINYL	4,116.21	0.84%
PERMITS AND FEES	9,500.00	1.93%
FINISH HARDWARE	9,606.96	1.95%
FIREPLACES	3,866.40	0.79%
HAZARDOUS MATERIAL REMEDIATION	166.63	0.03%
INSULATION	7,609.91	1.55%
LABOR ONLY	72,737.60	14.78%
PLUMBING	3,691.30	0.75%
PANELING & WOOD WALL FINISHES	4,056.93	0.82%
PAINTING	18,721.35	3.80%
TOILET & BATH ACCESSORIES	6,832.11	1.39%
TILE	61,534.21	12.50%
WATER EXTRACTION & REMEDIATION	219.05	0.04%
O&P Items Subtotal	401,163.81	81.50%
Material Sales Tax	8,823.29	1.79%
Cleaning Mat Tax	5.73	0.00%
Storage Rental Tax	67.77	0.01%
Overhead	41,006.33	8.33%
Profit	41,006.33	8.33%
Total Cleaning Tax	158.79	0.03%
Total	492,232.05	100.00%

140014489



PROPERTY RESTORATION

022517

May 12, 2014

Tom Rongstad
Vericlam, Inc.
7201 N. 9th Ave., Suite A8
Pensacola, FL 32504

Re: Insured : Escambia County Health Department 414F0131
Address : 1295 S. Fairfield Dr., Pensacola, Florida

Dear Mr. Rongstad,

BELFOR is pleased to present the attached detailed estimate proposal to restore the above referenced facility from flood damage that occurred on 4-29-14. Our estimate is based on visual inspections that took place between Friday 5-9-14 and Sunday 5-11-14.

We understand an Industrial Hygienist (IH) will review the site this week and that the emergency remediation contractor will complete their activities this week as well. Once the IH finishes their review and deems the facility ready for reconstruction, we can initiate our services immediately.

BELFOR plans to expedite the repairs as much as possible in order to restore the facility as quick as possible so that it can be re-occupied and once again serve the community.

Our Not to Exceed (NTE) estimate is in the amount of \$1,499,772.72. This includes a 10% contingency allowance that was placed as a precautionary measure, due to numerous unknowns that may be encountered during the reconstruction phase.

Please contact the undersigned if you have any questions concerning our proposal. We look forward to working with everyone involved to promptly and professionally restore this building to pre-loss condition.

Sincerely,

Russell Fountain
BELFOR USA Group, Inc.
Florida GC# CGC046432

BELFOR  **BELFOR Property Restoration**

PROPERTY RESTORATION

1335 Lynah Drive, Ste 113 - Garden City, GA 31408
 (912) 966-8093 Tel (912) 966-8094 Fax
 GA License # RLC0002099 - Fed ID # 84-1309170

Insured: Escambia County Health Department
 Property: 1295 S Fairfield Dr.
 Pensacola, FL

Estimator: Jason King
 Business: 3505 Newpoint Place, Suite 475
 Lawrenceville, GA 30043

Business: (770) 807-2920
 E-mail: Jason.king@us.belfor.com

Claim Number: Policy Number: Type of Loss:

Date of Loss: Date Received:
 Date Inspected: Date Entered: 5/9/2014 10:15 PM

Price List: FLPE8X_MAY14
 Restoration/Service/Remodel
 Estimate: 2014-05-09-2215

We would like to thank you for the opportunity to provide you with this estimate. The total cost for the repairs detailed in the following estimate is \$1,499,772.72.

The attached estimate details the specific work to be completed. Additional work outside of that specified in this estimate will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of those changes. Repairs will be scheduled after a signed copy of this estimate is received.

Progress payments may be billed at 25%, 50%, 75%, and 90% of completion with the balance due upon substantial completion of this scope of work. Change orders will be billed as completed and credits will be applied to the final contract billing.

Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday - Friday, 8:00 am - 5:00 pm. Where an item is being replaced, we will be matching the existing item's quality, color, finish, texture or material as close as possible where applicable unless noted otherwise, there is no guaranty either specified or implied on exact matches. This estimate does not include hazardous material testing or abatement unless specifically detailed in the following estimate.

This estimate is valid for 30 days from 5/12/2014. If you have any questions about this estimate, please contact Jason King to discuss those questions.

I/we agree to the terms and conditions of this proposal.

 Owner/Authorized signature

Date _____

 BELFOR Representative

Date _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 010941
 ADVANCED COMPRESSED AIR TECH INC
 6161 RANGELINE RD STE D
 THEODORE AL 36582

S
H
I
P
 FACILITIES MAINTENANCE
 SEE BELOW

T
O
 ATTN:

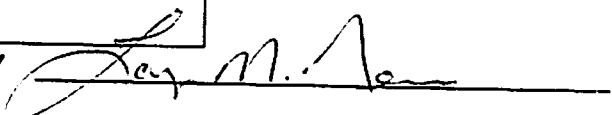
ORDER DATE: 05/16/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001451	REQ. DATE: 05/16/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: DANYA CLAPP	595-3190
--------------------	---------	--------------------	----------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED 4/29/2014.		
01	1.00	LOT	EMERGENCY REPAIRS TO LIFTS AT ECAT - LIFT #1 - #5 AND SATELITE SHOP - SEE ATTACHED.	50670.6500	50,670.65

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	50,670.65
01	140836 54601	50,670.65	414F0164	TOTAL \$	50,670.65

APPROVED BY



14001451



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-1

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #1 main garage 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
19.5	Service	Labor performed on site: Temporary Repairs Rotary Mod 30 series 200 inground Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace rise string pots. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination. Travel motor is bad	75.00	1,462.50
10	Service	Travel		
134	Service	Mileage	75.00	750.00
1	Service	Oil Absorb pads	1.00	134.00
1	Service	Contact cleaner	60.00	60.00T
1	Service	Gear oil	76.92	76.92T
9	Service	AW32 hydraulic oil 5 gallon buckets	23.08	23.08T
8	Service	PPE - Tyvek Suits	73.84667	664.62T
2	Service	Lave Joy coupling spider	21.53875	172.31T
1	Materials	MC100016-7 software memory card kit	18.46	36.92T
1	Materials	Flash surcharge	140.00	140.00T
1	Service	Shipping & Handling: NDA Red	21.00	21.00T
1	Service	2 HP WEG EXP motor	57.53	57.53
1	Service	Shipping & Handling	1,356.00	1,356.00T
1	Service	Rental Equipment fork lift	89.65	89.65
8	Outside Labor	Labor performed on site: Install travel motor and program lift	511.30	511.30T
			75.00	600.00

Subtotal
Sales Tax (0.0%)
Total



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-1

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #1 main garage 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
134	Mileage	Mileage	1.00	134.00

Subtotal	\$6,289.83
Sales Tax (0.0%)	\$0.00
Total	\$6,289.83



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-2

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #2 main garage 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
22.5	Service	Labor performed on site: Temporary Repairs Rotary Mod 30 series 200 ungrounded Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motor as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination. Travel motor is had, replaced	75.00	1,687.50
10	Service	Travel		
134	Service	Mileage	75.00	750.00
1	Service	Oil Absorb pads	1.00	134.00
1	Service	Contact cleaner	60.00	60.00T
1	Service	Gear oil	76.92	76.92T
9	Service	AW32 hydraulic oil 5 gallon buckets	23.08	23.08T
2	Service	FA2411 string Pot sensor	73.84667	664.62T
8	Service	PPE - Tyvek Suits	836.00	1,672.00T
2	Service	Love Joy coupling spider	21,53875	172.31T
1	Service	2 HP WEG EXP motor	18.46	36.92T
1	Service	Shipping & Handling	1,356.00	1,356.00T
1	Service	Rental Equipment fork lift	89.65	89.65
8	Service	Labor performed on site: Install travel motor and program lift	511.30	511.30T
134	Service	Mileage	75.00	600.00
			1.00	134.00

Subtotal	\$7,968.30
Sales Tax (0.0%)	\$0.00
Total	\$7,968.30



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-3

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT Lift #3 main garage 1515 West Fairfield Dr. Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
48	Service	Labor performed on site: Temporary Repairs Rotary Mod 30 series 200 inground Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace 1 rise string pots. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination. found bad pump. remove and replace.	75.00	3,600.00
10	Service	Travel	75.00	750.00
268	Service	Mileage	1.00	268.00
1	Service	Oil Absorb pads	60.00	60.00T
1	Service	Contact cleaner	76.92	76.92T
1	Service	Gear oil	23.08	23.08T
9	Service	AW32 hydraulic oil 5 gallon huckets	73.84667	664.62T
1	Service	FA2412 position string pnt	1,806.00	1,806.00T
1	Service	FA2411 string Pot sensor	836.00	836.00T
2	Service	Flash order	198.15	396.30T
1	Service	Shipping & Handling NDA: Prepay and Add	79.72	79.72
8	Service	PPE - Tyvek Suits	21.53875	172.31T
2	Service	Love Joy coupling spider	18.46	36.92T
1	Service	P2000-21 pump	1,687.00	1,687.00T
1	Service	Shipping & Handling	23.14	23.14
1	Service	Rental Equipment fork lift	511.30	511.30T

Subtotal	\$10,991.31
Sales Tax (0.0%)	\$0.00
Total	\$10,991.31



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-5

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #5 paint shop 1515 West Fairfield Dr. Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
22.5	Service	Labor performed on site: Overtime Temporary Repairs Rotary Mod 30 series 200 inground Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace rise string pots. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination. travel motor had, replace.	112.50	2,531.25
10	Service	Travel		
134	Service	Mileage	75.00	750.00
1	Service	Oil Absorb pads	1.00	134.00
1	Service	Contact cleaner	60.00	60.00T
1	Service	Gear oil	76.92	76.92T
9	Service	AW32 hydraulic oil 5 gallon buckets	23.08	23.08T
2	Service	FA2411 string Pot sensor	73.84667	664.62T
2	Service	FA2411 flash surcharge	836.00	1,672.00T
1	Service	Shipping & Handling NDA: Prepay and Add	125.40	250.80T
8	Service	PPE - Tyvek Suits	79.72	79.72
2	Service	Love Joy coupling spider	21.53875	172.31T
1	Service	motor	18.46	36.92T
1	Service	Shipping & Handling	1,350.00	1,350.00T
1	Service	Rental Equipment fork lift	89.95	89.95
			511.30	511.30T
134	Service	Mileage	1.00	134.00

Subtotal
Sales Tax (0.0%)
Total



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-4

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #4 main garage 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
37.5	Service	Labor performed on site: Temporary Repairs Rotary Mod 30 series 200 inground Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace 1 rise string pots. Remove and replace one position string pot, replace whip. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination.	75.00	2,812.50
10	Service	Travel	75.00	750.00
268	Service	Mileage	1.00	268.00
1	Service	Oil Absorb pads	60.00	60.00T
1	Service	Contact cleaner	76.92	76.92T
1	Service	Gear oil	23.08	23.08T
9	Service	AW32 hydraulic oil 5 gallon buckets	73.84667	664.62T
1	Part	FA2412 position string pot	1,806.00	1,806.00T
1	Service	FA2411 string Pot sensor	836.00	836.00T
2	Service	FA2411 flash surcharge	198.15	396.30T
1	Service	Shipping & Handling NDA: Prepay and Add	79.72	79.72
8	Service	PPE - Tyvek Suits	21,53875	172.31T
2	Service	Love Joy coupling spider	18.46	36.92T
1	Service	Rental Equipment fork lift	511.30	511.30T

Subtotal	\$8,493.67
Sales Tax (0.0%)	\$0.00
Total	\$8,493.67



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-5

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #5 paint shop 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	
Qty	Item	Description	Price Each	Amount
8	Outside Labor	Labor performed on site: Install travel motor and program lift	75.00	600.00
			Subtotal	\$9,136.87
			Sales Tax (0.0%)	\$0.00
			Total	\$9,136.87



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-6

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT Satelite Shop 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
22	Service	Labor performed on site: Temporary Repairs Rotary Mod 30 series 200 inground Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace rise string pots. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination.	75.00	1,650.00
14	Service	Labor performed on site: Overtime	112.50	1,575.00
10	Service	Travel	75.00	750.00
268	Service	Milcage	1.00	268.00
1	Service	Oil Absorb pads	60.00	60.00T
1	Service	Contact cleaner	76.92	76.92T
1	Service	Gear oil	23.08	23.08T
9	Service	AW32 hydraulic oil 5 gallon buckets	73.84667	664.62T
2	Service	FA2411 string Pot sensor	836.00	1,672.00T
2	Service	FA2411 flash surcharge	125.40	250.80T
1	Service	Shipping & Handling NDA: Prepay and Add	79.72	79.72
8	Service	PPE - Tyvek Suits	21.53875	172.31T
2	Service	Love Joy coupling spider	18.46	36.92T
1	Service	Fork lift rental	511.30	511.30T

Subtotal	\$7,790.67
Sales Tax (0.0%)	\$0.00
Total	\$7,790.67



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-1

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #1 main garage 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
19.5	Service	Labor performed on site: Temporary Repairs Rotary Mod 30 series 200 inground Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary post faulty. Remove and replace rise string pots. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination. Travel motor is bad	75.00	1,462.50
10	Service	Travel		
134	Service	Mileage	75.00	750.00
1	Service	Oil Absorb pads	1.00	134.00
1	Service	Contact cleaner	60.00	60.00T
1	Service	Gear oil	76.92	76.92T
9	Service	AW32 hydraulic oil 5 gallon buckets	23.08	23.08T
8	Service	PPE - Tyvek Suits	73.84667	664.62T
2	Service	Lave Joy coupling spider	21.53875	172.31T
1	Materials	MC100016-7 software memory card kit	18.46	36.92T
1	Materials	Flash surcharge	140.00	140.00T
1	Service	Shipping & Handling: NDA Red	21.00	21.00T
1	Service	2 HP WEG EXP motor	57.53	57.53
1	Service	Shipping & Handling	1,356.00	1,356.00T
1	Service	Rental Equipment fork lift	89.65	89.65
			511.30	511.30T
8	Outside Labor	Labor performed on site: Install travel motor and program lift	75.00	600.00

Subtotal
Sales Tax (0.0%)
Total



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-1

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT Bill #1 main garage 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
134	Milcage	Mileage	1.00	134.00

Subtotal		\$6,289.83
Sales Tax (0.0%)		50.00
Total		\$6,289.83



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-2

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #2 main garage 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
22.5	Service	Labor performed on site: Temporary Repairs Rotary Mod 30 series 200 ungrounded Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination. Travel motor is bad, replaced	75.00	1,687.50
10	Service	Travel		
134	Service	Mileage	75.00	750.00
1	Service	Oil Absorb pads	1.00	134.00
1	Service	Contact cleaner	60.00	60.00T
1	Service	Gear oil	76.92	76.92T
9	Service	AW32 hydraulic oil 5 gallon buckets	23.08	23.08T
2	Service	FA2411 string Pot sensor	73.84667	664.62T
8	Service	PPE - Tyvek Suits	836.00	1,672.00T
2	Service	Love Joy coupling spider	21.53875	172.31T
1	Service	2 HP WEG EXP motor	18.46	36.92T
1	Service	Shipping & Handling	1,356.00	1,356.00T
1	Service	Rental Equipment Fork lift	89.65	89.65
8	Service	Labor performed on site: Install travel motor and program lift	511.30	511.30T
134	Service	Mileage	75.00	600.00
			1.00	134.00

Subtotal	\$7,968.30
Sales Tax (0.0%)	\$0.00
Total	\$7,968.30



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-3

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT Lift #3 main garage 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	
Qty	Item	Description	Price Each	Amount
48	Service	Labor performed on site: Temporary Repairs Rotary Mod 30 series 200 inground Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace 1 rise string pots. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination. found bad pump. remove and replace.	75.00	3,600.00
10	Service	Travel	75.00	750.00
268	Service	Mileage	1.00	268.00
1	Service	Oil Absorb pads	60.00	60.00T
1	Service	Contact cleaner	76.92	76.92T
1	Service	Gear oil	23.08	23.08T
9	Service	AW32 hydraulic oil 5 gallon buckets	73.84667	664.62T
1	Service	FA2412 position string pot	1,806.00	1,806.00T
1	Service	FA2411 string Pot sensor	836.00	836.00T
2	Service	Flash order	198.15	396.30T
1	Service	Shipping & Handling NDA: Prepay and Add	79.72	79.72
8	Service	PPE - Tyvek Suits	21.53875	172.31T
2	Service	Love Joy coupling spider	18.46	36.92T
1	Service	P2000-21 pump	1,687.00	1,687.00T
1	Service	Shipping & Handling	23.14	23.14
1	Service	Rental Equipment fork lift	511.30	511.30T
			Subtotal	\$10,991.31
			Sales Tax (0.0%)	\$0.00
			Total	\$10,991.31



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-5

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #5 paint shop 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
22.5	Service	Labor performed on site: Overtime Temporary Repairs Rotary Mod 30 series 200 inground Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace rise string pots. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination. travel motor had, replace.	112.50	2,531.25
10	Service	Travel		
134	Service	Mileage	75.00	750.00
1	Service	Oil Absorb pads	1.00	134.00
1	Service	Contact cleaner	60.00	60.00T
1	Service	Gear oil	76.92	76.92T
9	Service	AW32 hydraulic oil 5 gallon buckets	23.08	23.08T
2	Service	FA2411 string Pot sensor	73.84667	664.62T
2	Service	FA2411 flash surcharge	856.00	1,672.00T
1	Service	Shipping & Handling NDA: Prepay and Add	125.40	250.80T
8	Service	PPE - Tyvek Suits	79.72	79.72
2	Service	Love Joy coupling spider	21.53875	172.31T
1	Service	motor	18.46	36.92T
1	Service	Shipping & Handling	1,350.00	1,350.00T
1	Service	Rental Equipment fork lift	89.95	89.95
			511.30	511.30T
134	Service	Mileage	1.00	134.00

Subtotal
Sales Tax (0.0%)
Total



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-4

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #4 main garage 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
37.5	Service	Labor performed on site: Temporary Repairs Rotary Mod 30 series 200 inground Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace 1 rise string pots. Remove and replace one position string pot, replace whip. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination.	75.00	2,812.50
10	Service	Travel	75.00	750.00
268	Service	Mileage	1.00	268.00
1	Service	Oil Absorb pads	60.00	60.00T
1	Service	Contact cleaner	76.92	76.92T
1	Service	Gear oil	23.08	23.08T
9	Service	AW32 hydraulic oil 5 gallon buckets	73.84667	664.62T
1	Part	FA2412 position string pot	1,806.00	1,806.00T
1	Service	FA2411 string Pot sensor	836.00	836.00T
2	Service	FA2411 flash surcharge	198.15	396.30T
1	Service	Shipping & Handling NDA: Prepay and Add	79.72	79.72
8	Service	PPE - Tyvek Suits	21.53875	172.31T
2	Service	Love Joy coupling spider	18.46	36.92T
1	Service	Rental Equipment fork lift	511.30	511.30T

Subtotal		58,493.67
Sales Tax (0.0%)		50.00
Total		58,493.67



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-5

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT lift #5 paint stop 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5155	251-443-5195		Net 15	
Qty	Item	Description	Price Each	Amount
8	Outside Labor	Labor performed on site: Install travel motor and program lift	75.00	600.00
			Subtotal	\$9,136.87
			Sales Tax (0.0%)	\$0.00
			Total	\$9,136.87



Advanced Compressed Air Technologies Inc.
 6161 Rangeline Rd
 Suite D
 Theodore, AL 36582

Invoice

Date	Invoice #
5/12/2014	6033-6

Bill To
Escambia County Area Transit Kevin Pitts 1515 West Fairfield Dr. Pensacola, FL 32501

Ship To
ECAT Saelite Shop 1515 West Fairfield Dr Pensacola, FL 32501

Phone #	Fax #	P.O. No.	Terms	Project
251-443-5455	251-443-5195		Net 15	

Qty	Item	Description	Price Each	Amount
22	Service	Labor performed on site: Temporary Repairs Rotary Mod 30 series 200 inground Heavy Duty Lift containment vaults filled with water due to flood. All electrical components in vaults submerged under water. Remove, clean, and re-install main motors as needed. All motors had water inside and required disassembly to clean and dry. Rise string pots on moveable post and stationary posts faulty. Remove and replace rise string pots. Remove and replace hydraulic oil in moveable post and stationary post reservoir due to water contamination. Remove, clean, replace moveable post position motor gearbox oil due to water contamination.	75.00	1,650.00
14	Service	Labor performed on site: Overtime	112.50	1,575.00
10	Service	Travel	75.00	750.00
268	Service	Mileage	1.00	268.00
1	Service	Oil Absorb pads	60.00	60.00T
1	Service	Contact cleaner	76.92	76.92T
1	Service	Gear oil	23.08	23.08T
9	Service	AW32 hydraulic oil 5 gallon buckets	73.84667	664.62T
2	Service	FA2411 string Pot sensor	836.00	1,672.00T
2	Service	FA2411 flash surcharge	125.40	250.80T
1	Service	Shipping & Handling NDA: Prepay and Add	79.72	79.72
8	Service	PPE - Tyvek Suits	21.53875	172.31T
2	Service	Love Joy coupling spider	18.46	36.92T
1	Service	Fork lift rental	511.30	511.30T

Subtotal		\$7,790.67
Sales Tax (0.0%)		\$0.00
Total		\$7,790.67

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

VENDOR
 196356
 SWS FIRST RESPONSE
 1619 MOYLAN ROAD
 PANAMA CITY BEACH FL 32407

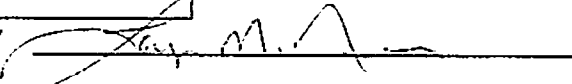
SHIP
 FACILITIES MAINTENANCE
 SEE BELOW
 T O
 ATTN:

ORDER DATE: 05/20/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001450	REQ. DATE: 05/16/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: DANYA CLAPP	595-3190
--------------------	---------	--------------------	----------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED 4/29/2014.					
01	1.00	LOT	EMERGENCY BUILDING MITIGATION AT ECAT - SEE ATTACHED PROPOSAL - NTE AMOUNT	185000.0000	185,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	185,000.00
01	140836 54601	185,000.00	414F0164	TOTAL \$	185,000.00

APPROVED BY 
 Original Purchase Order



Emergency Response
Remediation
Field Services
Waste Services

14001450

1753 W. Nine Mile Road
Pensacola, FL 32514
Phone: 850.969.0092
Fax: 850.969.0094
www.swsenvironmental.com

May 15, 2014

To Whom It May Concern,

SWS has furnished labor and equipment for the purpose of drying, cleaning up oil, and removing damaged materials at Escambia County Area Transit during the period of May 1st through May 12th.

SWS was also responsible for hauling and disposing of contaminated items located at the ECAT under the direction of Kevin Pritt.

Our price for performing this work should not exceed \$185,000. A detailed cost breakdown will be sent with the invoice. If the breakdown is need before this time, please contact me.

Thank you for your business,

TJ Jeanpierre

Pensacola Administrator

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
N
D
O
R
 031473
 CBS ENTERPRISES, INC
 DBA SERVICEMASTER CLEAN
 8301 FORTSON ROAD
 FORTSON GA 31808

S
H
I
P
 FACILITIES MAINTENANCE
 SEE BELOW
 T
O
 ATTN:

ORDER DATE: 05/20/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001456	REQ. DATE: 05/19/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: DANYA CLAPP	595-3190
--------------------	---------	--------------------	----------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED 4/29/2014. EMERGENCY BUILDING MITIGATION DUE TO SEVERE WEATHER EVENT - SEE ATTACHED PROPOSAL - NTE AMOUNT	1150000.0000	1,150,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,150,000.00
01	140836 54601	1,150,000.00	414F0131	TOTAL \$	1,150,000.00

APPROVED BY _____

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 [PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843]

V
E
N
D
O
R
 [031473
 CBS ENTERPRISES, INC
 DBA SERVICEMASTER CLEAN
 8301 FORTSON ROAD
 FORTSON GA 31808]

S
H
I
P
 [FACILITIES MAINTENANCE
 SEE BELOW]
 T
O
 [ATTN:]

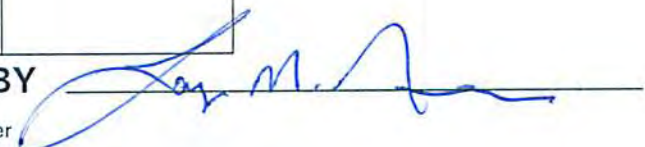
ORDER DATE: 05/20/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001456	REQ. DATE: 05/16/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1
--------------------	---------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CO to increase PO for adeditional work:					
			Prev Po	\$1,150,000.	
			Add	226,500.	
			New Total	\$1,376.500	
01	.00	LOT	EMERGENCY BUILDING MITIGATION DUE TO SEVERE WEATHER EVENT - SEE ATTACHED PROPOSAL - NTE AMOUNT	226500.0000	226,500.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	226,500.00
01	140836 54601	226,500.00	414F0131	TOTAL \$	226,500.00

APPROVED BY





CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

JF

Vendor Code: 031473 Vendor Name: Service Master
Project Number: P.O. No. 141277 C.O. No. 1
Department: Facilities Mngt P.D. No.: Date: 5/20/2014

Notes for Modifying the Scope of Award:

Additional work- added scope - see attached - 226,500

To Modify existing Purchase Order:

Adding Dollars to Line Item No. 1 Quantity Adjustment Amount: 226,500.00
Deleting Dollars from Line Item No. Adjustment Amount:

Adding Dollars to Line Item No. Quantity Adjustment Amount:
Deleting Dollars from Line Item No. Adjustment Amount:

Modify Notes:

Date of BCC action: ATTACH RESUME

Previous Purchase Order Total Dollars: \$ 1,150,000.00
Net Dollars added or subtract: \$ 226,500.00
New Purchase Order Total Dollars: \$ 1,376,500.00

Previous Contract Total Dollars:
Net Dollars added or subtract:
New Contract Total Dollars:

Handwritten signature

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Table with 5 columns: Cost Center, Object Code, Project Number, +/- change, Dollar Amount. Row 1: 140836, 54601, 414F0131, 226,500.00, \$1,376,500.00

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: Contract Administrator's Certification & Approval Date 5/20/14

Office of Purchasing Review: Agent Date 5/20/14 Division Manager Date

County Administrator's Approval Date



An independent business licensed to
service you by ServiceMaster Recovery
Management.

Change Order # 1

May 20, 2014

Madsen, Kneppers & Associates
890 South Palafox Street
Pensacola FL

Attn:
Mike Cox
Jim White
Jeff Robertson

Job Site:
Escambia County Health Department
1295 W Fairfield Dr
Pensacola FL 32501

We hereby propose to furnish all the materials and perform all the labor necessary for: **Additional work as directed in IH Report.**

Change order includes:

- HVAC duct cleaning
- Removal of all flex ductwork and diffusers
- Replacement of all flex ductwork and diffusers
- Humidity Control per IH protocol (Humidity control will be in place until clearance test from IH)
- Equipment, supplies, rentals and purchased supplies
- Additional labor associated with IH protocol

Total Cost Change Order #:1 \$226,500.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the scope of work outlined above with work being completed in a substantial workmanlike manner for the sum of (\$226,500.00) Invoices are due net 30 days.

Any alteration or deviation from above scope of work involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by ServiceMaster Recovery Management

Respectfully submitted by **ServiceMaster Recovery Management**

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Date _____

Print Name _____ Title _____



An independent business licensed to service you by ServiceMaster Recovery Management.

Change Order # 1

May 20, 2014

Madsen, Kneppers & Associates
890 South Palafox Street
Pensacola FL

Attn:
Mike Cox
Jim White
Jeff Robertson

Job Site:
Escambia County Health Department
1295 W Fairfield Dr
Pensacola FL 32501

We hereby propose to furnish all the materials and perform all the labor necessary for: Additional work as directed in IH Report.

Change order includes:
HVAC duct cleaning
Removal of all flex ductwork and diffusers
Replacement of all flex ductwork and diffusers
Humidity Control per IH protocol (Humidity control will be in place until clearance test from IH)
Equipment, supplies, rentals and purchased supplies
Additional labor associated with IH protocol

Total Cost Change Order #:1 \$226,500.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the scope of work outlined above with work being completed in a substantial workmanlike manner for the sum of **(\$226,500.00)** Invoices are due net 30 days.

Any alteration or deviation from above scope of work involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by ServiceMaster Recovery Management

Respectfully submitted by **ServiceMaster Recovery Management**

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Date _____

Print Name _____ Title _____

Joe F. Pillitary

From: Danya L Clapp
Sent: Tuesday, May 20, 2014 1:25 PM
To: Claudia A. Simmons
Cc: Joe F. Pillitary
Subject: CO to PO done this morning...added scope
Attachments: SKMBT_C45114052013060.pdf

Importance: High

Hi – attaching a CO needed on PO done this morning. This is under emergency dec.

Still waiting on the Interim Detention BU – that req coming as well.

Thank you,

Danya C.

Administrative Assistant
Esc. Co. Facilities - DCAT
100 E. Blount Street
Pensacola, FL 32501
dclapp@myescambia.com
850-595-3190

From: dcat_copier@co.escambia.fl.us [mailto:dcat_copier@co.escambia.fl.us]
Sent: Tuesday, May 20, 2014 2:07 PM
To: Danya L Clapp
Subject: Documents from DEX Imaging

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5643]

V [031295]
 E [CARTER GOBLE ASSOCIATES, INC]
 N [1619 SUMTER STREET]
 D [COLUMBIA SC 29201]
 O []
 R []

S [FACILITIES MAINTENANCE]
 H [SEE BELOW]
 I []
 P []

T []
 O [ATTN: DANYA CLAPP 595-3190]

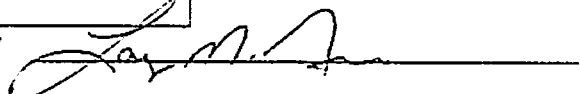
ORDER DATE: 05/20/14	BUYER: PAUL NOBLES	REQ. NO.: 14001491	REQ. DATE: 05/20/14
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.:
--------------------	-------------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			EMERGENCY PO UNDER THE SEVERE WEATHER EVENT SIGNED 4/29/2014.		
01	1.00	LOT	PROVIDE ANALYSIS FOR VARIOUS INMATE HOUSEING OPTIONS AND REVISE/UPDATE THE PREVIOUS MASTER PLAN COMPLETED IN 2012. SEE ATTACHED	110000.0000	110,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
				110,000.00	
				TOTAL \$	110,000.00
01	140836 56201	110,000.00	414E0155		

APPROVED BY





Purpose of Consulting Services
Interim Housing Assessment and Master Plan Update
May 19, 2014

The purpose of the study is to update the 2012 Master Plan for Escambia County Corrections. The need for the update is based on the loss of the Central Booking & Detention (CBD) Complex to flooding and an explosion in April 2014 and the assumption of the management of all County detention facilities for the Board of County Commissioners.

The end product of this study is an update of the previous Master Plan to reflect the loss of the CBD and changes in the rate of incarceration. Initially, however, the focus will be upon assisting the County to determine the advantages and disadvantages of proceeding with an interim housing solution to eliminate the reliance on contracted (leased) bedspaces from other jurisdictions and the crowding of the Main Jail, Road Prison, and Work Release Facility.

To frame the consultancy, four basic options (at this time) are available to the County for consideration that involves analytical work that will eventually be incorporated into the Updated Master Plan. These include:

1. **Maintain the Status Quo:** The County will continue to work towards reducing jail admissions and the average length of confinement through system improvements. The Main Jail, Road Prison, and Work Release Facility will continue to operate at the Operating Capacity. Any required bedspaces above what can be achieved through system improvements and maximization of existing detention facilities will be leased from other jurisdictions.
2. **Lease or Purchase Interim Facility:** An RFP will be developed to seek quotes from qualified vendors to provide a turn-key facility for approximately 650 beds on both a lease and a purchase basis. This will include a full range of required spaces to operate a stand-alone correctional facility to replace the number of beds lost to the destruction of the CBD. The exact number of beds to be provided will be determined during the initial evaluation.
3. **Permanent Replacement of CBD Beds:** Using a combination of interim and permanent beds, a site will be identified by the County to permanently replace the beds lost through the CBD destruction.
4. **Consolidation of Main Jail and CBD Replacement Beds:** Based on new projections, the feasibility of constructing a new facility, while using the interim beds, to house all Main Jail and CBD inmates will be determined.

These options (and variations developed during the analysis) will drive the first steps of the Master Plan Update. Beyond the assessment of the costs and benefits of the four options, the Master Plan Update will provide the following:

- (1) Update previous projections of the total detention needs for the next 20 years;

- (2) Clarify the ability of the Main Jail Complex, the Road Prison, and the Work Release Facility to meet future capacity requirements;**
- (3) Clarify the optimum timeframe for the occupancy of any temporary bedspaces resulting from the loss of the CBD;**
- (4) Re-examine the framework for utilizing alternatives to incarceration; and**
- (5) Define the operational and capital cost of various options to meet the projected need by 2035 through improvements to existing facilities and/or development of a new facility.**

This effort is to be undertaken in close cooperation with staff of the Escambia County Facilities Management Department and the Escambia County Department of Corrections. Meetings will be scheduled with the Departments' designated project coordinators to include involvement of appropriate staff as needed to be able to collect all data and information and to update all conditions, guidelines and priorities related to the development of the Master Plan Update.

Project Scope of Services

In the following tasks, the basic approach to determining the most cost effective solution to the incarceration requirements of the County is described.

Task 1: Clarify Interim Bedspace Needs

The first step will be to assess the number of bedspaces by custody level that will be required to meet the short-term need. This task will be a quick update of the previous CGL projections and discussions with County staff on the willingness to consider detention alternative programs; operating existing facilities at capacity, and contracting for some to-be-determined number of bedspaces. In addition to the clarification of bedspace needs, this initial task will clarify the total space requirements to be included in an RFP for an interim facility.

Task 2 – Update 2035 Bedspace Projections

Using previous contacts with representatives of the Escambia County criminal justice system component managers, the Consultant will review existing data and information needed for the update of the 2012 projections. Any changes in the County's population growth and historical trends in crime and arrest rates will be examined to determine their impact on jail population. This update will identify any systemic conditions that are found to have an extraordinary impact on jail population growth and will become a basis for recommending alternative solutions.

Using the combination of the update of historical data collected as well as the conversations with various criminal justice system component managers, the preferred projection model from the 2012 Master Plan will be updated. This baseline projection will reflect the potential impact of criminal process or systemic improvements that could reduce the projected future jail capacity need, particularly as they might affect Average Length of Stay (ALOS). The improvement options recommended in the 2012 Plan will be re-visited to determine the extent that they represent realistic Average Daily Population (ADP) reductions for determining future bedspace needs.

The result of this task will be a consensus update of future bedspace needs with documentation to support the recommendations.

Task 3 – Update General Space Requirements

Using data from the 2012 Plan, block space allocations per facility component will multiplied times the number of projected inmates to provide an order-of-magnitude definition of the total amount of space suggested to meet a component’s need (e.g., food service, medical, housing, etc.).

By translating the projected number of bedspaces to square footage need by component, a basis is developed to 1) define the required space; 2) evaluate the current level of compliance with the suggested need; 3) establish a means to compare the ability of existing facilities to meet the space requirement; and 4) define the general size of an interim or new facility to meet a projected need. This information will become the basis for evaluating sites and establishing the general size requirements for expanded or new facilities by functional component.

This information will be used to compare the capital implications of interim and permanent options in the next task.

Task 4 – Update Physical Plant Assessments

In preparation for a comparative analysis of interim and permanent options, the Consultant will review the recently completed documents prepared to improve the conditions of the existing Main Jail Complex (MJC) and any new data regarding conditions at the Road Prison and Work Release Facility. The Consultant will update the base of information needed to define the best use and future life expectancy of the major components of each facility.

The results of this assessment will be used in the development of improvement, expansion, and new facility recommendations needed to meet the 2035 projected needs. The updated information on existing conditions will serve as a basis for comparing the renovation of existing infrastructure to the cost to construct and operate a new facility.

Task 5: Evaluate Interim and Permanent Construction Options

This task will examine each of the four options that were defined above. Two critical pieces of information will be used: 1) the 2012 Master Plan data used to define space needs and 2) information from various providers of interim facilities. During the proposal submission process, an assessment of various interim building options will be conducted. At the same time, conventionally constructed facility methods and costs will be developed. In the comparative analysis, a great deal of emphasis will be on the operating costs associated with interim versus long-term solutions.

The evaluation will be summarized in a matrix that compares vendors representing various “quick-build” approaches by a number of variables, including cost, schedule, and transportability, among others. The conclusion of this task will be a recommendation as to which interim option is the most feasible.

A key part of the evaluation will be the consideration of combining all, or a major portion, of the County's detention needs into a single complex (Option 4 and a portion of Option 3). Updated information that will have been gathered through the previous tasks will provide an estimate of a total facility need, or the needs by components if all detention facilities are not co-located on a single site.

With the update of replacement and permanent bedspace projections, and the assessment of the feasibility of interim and permanent options, a comparison of the cost and schedule for temporary and permanent solutions will be completed. This analysis will evaluate the cost to lease space and transport inmates during the time estimated to construct a permanent solution should that be the desired direction of the County.

Task 6 – Evaluate New Sites for a Future Correctional Complex

With the general size requirements for each component of a new facility identified, the data will be available to conduct an evaluation of any potential site location identified by the County. Several sites are possible including: 1) the Commerce Site; 2) Existing Main Jail Site; 3) Road Prison Site; and 4) any other site identified by the County. Various criteria will be evaluated, including the feasibility of future expansion, traffic accessibility and surrounding area impact, parking capability, and the general environmental restraints known for the sites.

Working closely with the County, this assessment will also involve a review of potential long-term solution sites, as well as the Road Prison site. While this analysis will be a quick assessment of the implications of eliminating the step of a short-term solution, sufficient data on costs for both approaches will be prepared so that the County can decide the best course of action for the next steps.

A final substantiation of the desired location will be made to the County upon completion of the evaluation of any new site location. This task will examine the new possible site in light of a partial or complete re-location of the detention needs to one location.

Task 7 – Update Development Options

With the analysis of a new site, the next step in the process will be the development of conceptual options using the functional area sizes that will have been prepared through Task 3. The Consultant will analyze different options for the internal expansion, addition, and reconfiguration of the existing detention facilities as well as the development of a new facility on the preferred site (Task 6). The potential for both renovations/additions as well as the need for totally new buildings to meet the County's projected future space needs will be considered.

In addition to written narrative, concept diagrams will be used if appropriate to help describe each option evaluated. These drawings will allow the testing of the fit of different security levels of facilities and setting of a logical multi-year development phasing plan to coincide with realistic fiscal limitations. The concept plans will include:

- Potential building footprints,
- Stacking diagrams,

- Isometric or perspective concept views,
- Overall site development concept,
- Access and circulation,
- Security perimeter concept, and
- Future expansion and demolition/replacement phasing sequence.

The pros and cons of each development option will be summarized in an interim report at the end of this task. The objective will be to develop consensus on the most effective and efficient means to deliver necessary bedspaces and related services to County in a fiscally responsible manner.

Task 8 – Update the Total Cost of Options

The space requirements for each of the four options will serve as a basis for estimating the capital cost for renovations, replacements, or new construction. The Consultant will use a format to present the capital cost that will be reduced to a per diem for the projected ADP for target years (e.g., 2015, 2020, 2025, etc.). After discussions with County finance and budget staff, the cost to amortize debt will also be factored into the capital cost for each option.

The applicable work shift patterns and relief factor will be applied to each new facility or facility expansion. This will serve as a basis for updating the 2012 Plan annual operating cost estimates. In addition to the staffing cost, the Consultant will develop an estimate of the associated operating costs to include projected energy and maintenance costs so that the County has a reasonable assessment of the total cost of ownership.

Once the candidate site has been evaluated and development options have been analyzed regarding total cost, the Consultant will be able to prepare implementation schedules that phase the development of the project. The combination of the site recommendation, the site development concepts, and the cost of options will provide the basis for decision-making regarding the preferred option.

The Consultant will facilitate a workshop with County staff to review the various options and choose a preferred development approach to present to the Board of County Commissioners (BOCC). The result of this task will be the Draft Final Report documenting the findings of the study.

Task 9 –Presentation to Board of Commissioners and Final Report

The Consultant will assemble the material in a manner to present publically the results of the Master Plan Update. A brief executive summary and presentation graphics will be prepared to use for public reviews. Following the BOCC presentation, the document will be prepared as a final report.

Schedule and Fee

If the project begins by late May, the Update effort will be completed by the end of August 2014. The total fee, including travel related expenses is \$110,000 as shown in the following table.

Task #	Task Title	Fee	Completion
1	Clarify Interim Bedspace Needs	\$ 8,800	13-Jun
2	Update 2035 Bedspace Projections	\$ 7,700	14-Jul
3	Update General Space Requirements	\$ 13,200	13-Jun
4	Update Physical Plant Assessments	\$ 11,000	1-Aug
5	Evaluate Interim and Permanent Construction Options	\$ 23,100	13-Jun
6	Evaluate New Sites for a Future Correctional Complex	\$ 8,800	4-Aug
7	Update Development Options	\$ 18,700	14-Jul
8	Update the Total Cost of Options	\$ 11,000	15-Aug
9	Presentation to Board of Commissioners and Final Report	\$ 7,700	29-Aug
Total Fee and Travel Costs		\$ 110,000	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6202

County Administrator's Report 13. 1.

BCC Regular Meeting

Discussion

Meeting Date: 06/03/2014

Issue: Escambia County Area Transit - Seasonal Route- Perdido Key Area - Funding and Scheduling of Public Hearing

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding and the Scheduling of a Public Hearing Regarding the Escambia County Area Transit Seasonal Route for the Perdido Key Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Escambia County Area Transit Seasonal Route for the Perdido Key Area:

- A. Approve the funding for the proposed seasonal route in the Perdido Key Area; and
- B. Authorize the scheduling of a Public Hearing for June 26, 2014, at 5:34 p.m., for the purpose of receiving public comments concerning the new seasonal route for the Perdido Key Area.

BACKGROUND:

Escambia County Area Transit is required through the Federal Transit Administration 49 CFR Part 29 to advertise any proposed route changes. ECAT would like to begin providing a seasonal service for the Perdido Key area.

Prior to scheduling and holding a Public Hearing, ECAT would like to ensure that the Board of County Commissioners is willing to fund the new route. The new route will require approximately \$55,000 this year.

The seasonal route for the Perdido Key area will include stops at the Perdido Welcome Center, Beach Access Points 1-3, the NAS Naval Museum, shopping areas at Sorrento Road and Blue Angel Parkway, the Perdido Key Snorkel Reef, and multiple local business areas.

If approved, the seasonal services would commence on July 1, 2014 and end on September 1, 2014. In future years, the services will run concurrent with the Pensacola Beach Trolley service, beginning at the end of May and ending the first week of September. The proposed route will be provided seven days a week, from 11:00 am to 7:00 pm.

BUDGETARY IMPACT:

A supplemental budget amendment would be required this year in the amount of \$55,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

If funding for the route is approved, two additional bus operators will need to be hired.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If funding is approved, a Public Hearing, as required by the Federal Transit Administration, will be held to solicit comments from the public on the proposed route. Once the Public Hearing has been held and the route has been approved, ECAT will coordinate and implement.

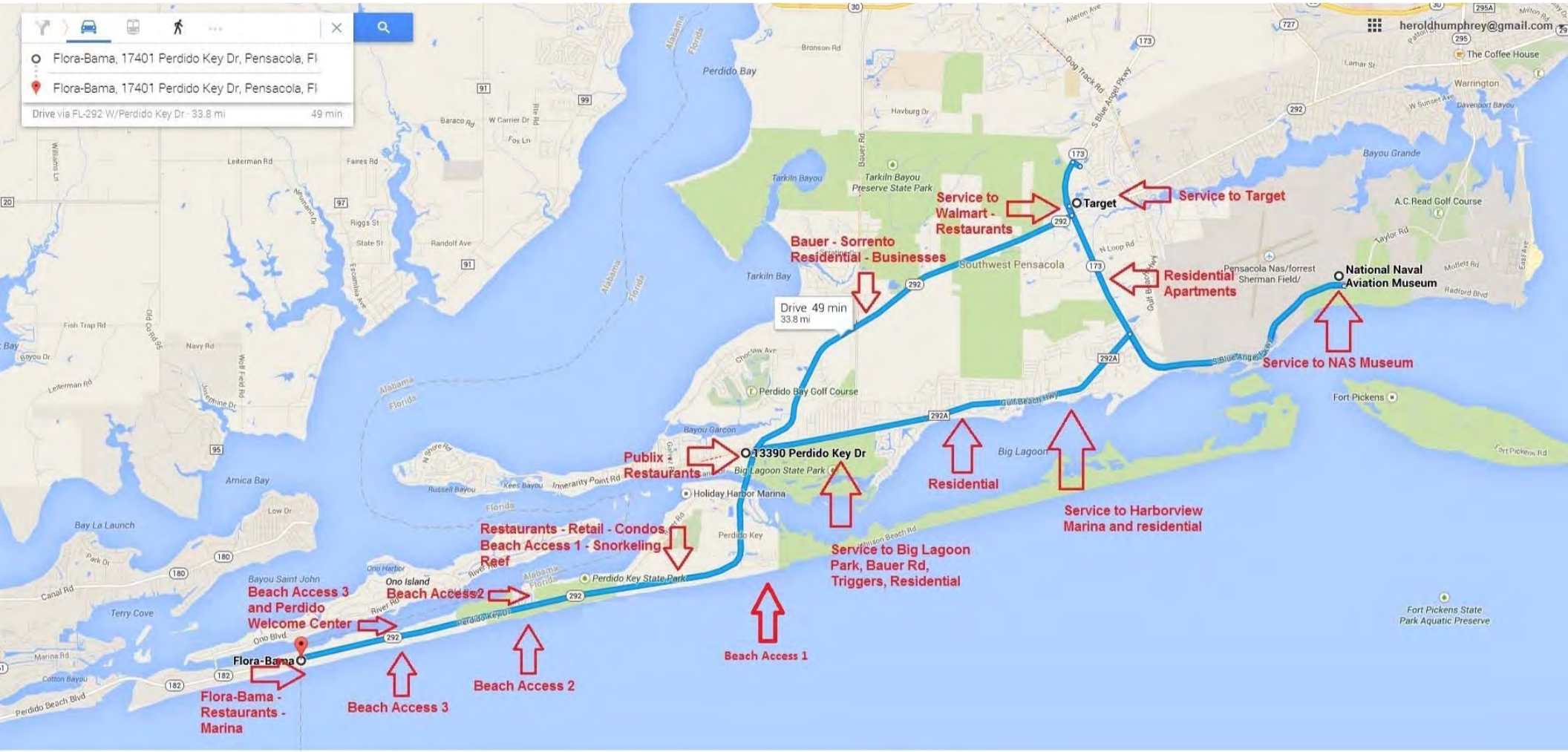
Attachments

Route Map

Flora-Bama, 17401 Perdido Key Dr, Pensacola, FL

 Flora-Bama, 17401 Perdido Key Dr, Pensacola, FL

 Drive via FL-292 W/Perdido Key Dr - 33.8 mi 49 min





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6236

County Administrator's Report 13. 2.

BCC Regular Meeting

Discussion

Meeting Date: 06/03/2014

Issue: Request for Funding for the 2014 White Sands Music Festival

From: Wilson Robertson, District 1 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Funding for the 2014 White Sands Music Festival - Commissioner Wilson B. Robertson, District 1

That the Board consider the request from the White Sands Music Festival, for \$5,000, to be funded from the 4th Cent Tourist Development Tax, for the 2014 White Sands Music Festival, to be held from June 12-14, 2014, at the Escambia County Equestrian Center, and approve a Purchase Order for this purpose.

BACKGROUND:

The White Sands Music Festival is requesting \$5,000 from the County that will be used to fund direct event expenses for the 2014 White Sands Music Festival .

BUDGETARY IMPACT:

The Board placed \$250,000 in the 4th Cent Tourist Development Tax reserves. These funds were to be allocated by the Board for events and other tourist promotion activities.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Should the Board vote to fund all or part of this request, staff will issue a Purchase Order for this event to White Sands Music Festival in care of Harry Felder.

Attachments

The White Sands Music Festival Flyer



The White Sands Music Festival

Escambia County Equestrian Center

7750 Mobile Hwy • Pensacola, Florida

June 12-14, 2014

Event Held Rain Or Shine Under Large Pavilion

ADMISSION

Thursday.....\$ 15.00
 Friday.....\$ 20.00
 Saturday.....\$ 25.00
 3 Day Pass in Advance.....\$ 50.00
 3 Day Pass at Door.....\$ 55.00

Children age 12 & Under
FREE with paying adult.

Cash At
Door

CAMPING

Full Hookup.....\$ 25.00
 Water & Electric.....\$ 22.50
 Dry.....\$ 7.00

Dump Station
3 Day Min.

Camping Prices incl. Tax

All Hookups are 50 amps.

Bring your own chairs and Golf Carts

No High Backed chairs or Recliners, please.

Advanced Ticket Sales until June 1st!!

Better Hurry!!!

Food and Refreshments

No Alcohol, Smoking or Pets in Concert Area

www.whitesandsmusicfestival.com

E-Mail: whitesandsmusicfestival@aol.com

FEATURING

Thursday
 Alan Sibley Band
 Southern Gentlemen
 Delta Reign
 Rowell Family Band
 Down Home

Friday
 Trinity River Band
 Alan Sibley Band
 High Cotton
 Valley Road Band
 Driskill Mountain

Saturday
 Gary Waldrep Band
 Trinity River Band
 Sweetwater Road
 TruGrass
 Jason Boone Band

Sound: Systems of Sound
 Bob Levinson &
 Ken Morgan

Emcee: Wayne Ingram

For More Information call

Harry Felder — (850) 932-3734 or (850) 565-0452

Karen Goss—(850) 217-8999

Mailing Address

210 S. Sunset Blvd., Gulf Breeze, FL 32561



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6219

County Administrator's Report 13. 3.

BCC Regular Meeting

Discussion

Meeting Date: 06/03/2014

Issue: Appointment of a Member Library Board of Governance Committee

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the West Florida Public Library Board of Governance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning an appointment to the West Florida Public Library Board of Governance, to fill the remaining term of Rodney Kendig, effective June 3, 2014, to February 29, 2016:

A. Appoint Alexa Canady-Davis;

OR

B. Appoint Lynne C. Tobin.

BACKGROUND:

At the February 13, 2014, Committee of the Whole Workshop Board discussion, the Library Administrator requested direction from the Board in nominating a replacement to the West Florida Public Library Board of Governance to complete the remaining term of Rodney Kendig.

The replacement was opened up to the public on March 28, 2014. The Human Resources Department received two applications, Alexa Canady-Davis and Lynne C. Tobin. Their applications are attached.

BUDGETARY IMPACT:

n/a

LEGAL CONSIDERATIONS/SIGN-OFF:

n/a

PERSONNEL:

n/a

POLICY/REQUIREMENT FOR BOARD ACTION:

n/a

IMPLEMENTATION/COORDINATION:

n/a

Attachments

Library Board Resume

West Florida Public Library System

Library Board of Governance Member Search Application

By completing this form you are applying to serve on behalf of Escambia County on the Library Board of Governance.
(If the space provided to answer the questions is not sufficient, please feel free to use additional sheets of paper.)

1. Please describe any qualifications (work experience, education, attributes, skills/training) that you feel would provide positive input to the work of the library board.

① Library advisory board
② Worked as Chairman of newsstand department managing people and finances

2. Please describe any former or current public service activities and accomplishments in the community (school groups, service clubs, other board or commissions)

- Delta Sigma Theta Public Service Society
- Belmont-DeVilliers Neighborhood Assoc. of Escambia
- Delta Academy - middle school newsstand & sales
- Federal Food and Drug Administration (FDA)
Chairman of Neurological Devices Panel

3. Please explain why you are interested in becoming a library trustee.

- member of Medical Advisory Committee hydrocephalus
Associate (NATIONAL)
- co-chairman of Science Board Evaluation of the Center for Device Research in the FDA

4. Please discuss briefly the goals and direction that should be important to this Board.

- It is critical to the future of the library system that this transition to governing board proceed smoothly and that the community in all its segments both geographically and demographic feel ownership and responsibility in the library system and its future.

5. Please identify one thing you think the library currently does very well.

Ownership and responsibility in the library system and its future. Access to library services, both in the central branches and in the community.

6. Please identify one thing that could be done to make library service even better is.

Improved technological services and more basic computer access. I think by a system in access to eBooks that is seamless and affordable. Increase the role of the library as a place for quality new exposures to people and new activities.

Human Resources Department Escambia County

850-595-3000

221 Palafox, Suite 200, Pensacola, FL 32533

TGTurner@myescambia.com

ALEXA CANADY-DAVIS, M.D.

6064 Forest Green Road
Pensacola, Florida 32505
Phone (850) 4777091
E-mail:alexacanady@aol.com



**Attn: Library Board of Governance Member Search
Escambia County Human Resources Department
221 Palafox Place, Suite 200
Pensacola, FL 32502**

TGTurner@myescambia.com

To whom it may concern:

I am very interested in being considered for a position on the Library Board of Governance. I have been a member of the West Florida Regional Library Advisory Board and have been very actively involved in the library system as a client as well as a person interested in general policy and the transformation occurring in our nations libraries.

I have attached a Brief Biographical Sketch and have provided also a complete CV. I would be happy to meet with the search committee to give them an opportunity to meet explore my views and meet me in person.

Again, I would appreciate your consideration.

Yours truly,

Alexa Canady M.D.

Brief Biographical Sketch

Alexa Canady

Date of Birth: November 7, 1950

Place of Birth: Lansing, Michigan

Education: University of Michigan BS in Zoology 1971

University of Michigan MD, cum laude 1975

Residency Training: Yale-New Haven Hospital, Surgery Internship 1975-1976

Neurosurgery Residency, University of Minnesota 1975-1981

Fellowship in Pediatric Neurosurgery, Children's Hospital of

Philadelphia, University of Pennsylvania 1981-1982

Teaching Appointments: Instructor in Neurosurgery University of Pennsylvania

Assistant Professor, Associate Professor and then Full Professor of
Neurosurgery at Wayne State University 1983-2001

Peter Scotanus Professor of Pediatric Neurosurgery at Wayne State
until 2001

Professor of Pediatrics (Neurosurgery) Florida State University
2004-20012

Neurosurgeon Sacred Heart Hospital 2004-2012

Administrative Positions:

Chief of Neurosurgery Children's Hospital of Michigan 1986-2001

Vice Chairman Department of Neurosurgery Wayne State

Acting Chairman Department of Neurosurgery 2001

Honorary Degrees: University of Detroit-Mercy, Marygrove College, Central Michigan

University, University of Southwestern Connecticut, University of
West Florida

National Positions: Chairman of the Neurological Devices Panel of the Food and Drug
Administration

Co-Chairman of the Science Board Evaluation of the Center for
Device Research for the Food and Drug Administration

Member of the Medical Advisory Board for the Hydrocephalus
Association

Board Memberships: National Medical Fellowship

Children's Hospital of Michigan

Wayne State University Board of Visitors

Publications: More than 100

Presentations: More than 50

Featured in: 1. I Dream a World by Brian Lanker

2. National Library of Medicine Exhibit: Changing the Face of

3. Heart of a Lion, Hands of a Women

Local Community Positions:

1. Second Term of West Florida Regional Library Advisory Board

2. Treasurer of Belmont-Devilliers Neighborhood Association since 2005

3. Co Chairman of Delta Sigma Theta Sorority Middle School Mentoring
group, Delta Academy

CURRICULUM VITAE

Alexa Irene Canady, M.D.

DATE AND PLACE OF BIRTH:

November 7, 1950; Lansing, Michigan

MARITAL STATUS:

Married - George Davis

EDUCATION:

B. S., Zoology, 5/71
University of Michigan
Ann Arbor, Michigan

M. D. (Cum Laude), 8/71-6/75
University of Michigan
Ann Arbor, Michigan

GRADUATE EDUCATION:

Surgical Internship, 7/1/75-6/30/76
Yale-New Haven Hospital

Neurosurgery Resident, 7/1/76-6/30/81
University of Minnesota Hospitals

FELLOWSHIP:

Pediatric Neurosurgery, 7/1/81-6/30/82
Children's Hospital of Philadelphia

BOARD CERTIFICATION: The American Board of Pediatric Neurosurgery
The American Board of Neurological Surgery,
May 1984.

TEACHING APPOINTMENTS:

Clinical Professor, Department of Clinical
Sciences, Division of Pediatrics (Pediatric
Neurosurgery)
Florida State University College of Medicine 2007
to present

Peter Schotanus
Professor of Pediatric Neurosurgery

Wayne State University School of Medicine 1998-2001

Vice Chairman
Department of Neurosurgery
Wayne State University School of Medicine, 1991

Professor
Wayne State University School of Medicine,
1997-2001

Associate Professor
Wayne State University School of Medicine,
1988-2001

Chief of Neurosurgery
Children's Hospital of Michigan, 1987-2001

Assistant Director, Neurosurgery
Children's Hospital of Michigan, 1986-1987

Wayne State University School of Medicine, 1985
Instructor, Neurosurgery

Attending Physician
Children's Hospital of Michigan April 1983-2001

Henry Ford Hospital, 9/1/82-3/31/83
Instructor, Neurosurgery

University of Pennsylvania, 1981-1982
Instructor, Neurosurgery

LICENSE NUMBERS:

Florida 2003, ME 86640
Michigan, 1982, #44753
Minnesota, 1976, #02324

GRANTS RECEIVED:

American Cancer Society, Institutional Grant,
1979

Minnesota Medical Foundation, 1979

American Cancer Society Clinical Fellowship,
1981-1982

Wideman Foundation, Early Intervention
Treatment and Follow-up of Infants with Post-
hemorrhagic Hydrocephalus, 1984-1985

Neuropsychological Recovery and Family
Adaptation to CHI, Children's Hospital of
Michigan, 1987-1988

Hydrocephalus Induced Endocrinopathies:
Morphologic Correlates, 1989, Children's
Hospital of Michigan, \$25,000

Hydrocephalus Induced Endocrinopathies:
Morphologic Correlates, 1991, Children's
Hospital of Michigan, \$25,000

HONORARY DEGREE:

Doctor of Humane Letters
Marygrove College, May, 1994

Doctor of Humane Letters
University of Detroit-Mercy, June, 1997

Doctor of Science
Central Michigan University, May, 1999

Doctor of Science
University of Southern Connecticut, 1999

Doctor of Science
University of West Florida, December 2006

HONORS AND AWARDS:

Alpha Omega Alpha Honorary Society, 1974

Citation, Women's Medical Association, 1975

Outstanding Young Woman in America, 1977

Teacher of the Year, Children's Hospital of
Michigan, 1984

Top 100 Business & Professional
Women of America Award, 1985

Woman of the Year Award through the
Detroit Club of National Association of
Negro Business & Professional
Women's Club Inc., April, 1986

Candace Award through National Coalition of 100 Black Women, New York, June, 1986

Golden Heritage Award, August 1989

Michigan Woman's Hall of Fame, Oct. 1989

Outstanding Clinical Faculty Award from the class of 1989

Leonard F. Sain Esteemed Alumni Award, September, 1990, University of Michigan

Distinguished Alumni Award, Everett High School

American Medical Women's Association President's Award, November, 1993

Variety Heart Award for Medical, Science and Technology, Variety Club, May, 1994

Distinguished Service Award, Wayne State University Medical School, June 2, 1994

Shining Star Award, Colgate-Palmolive Company/Starlight Foundation, June 30, 1994

Golden Apple Award, Roeper School epitomizing the Roeper philosophy, March 10, 1995

Athena Award, The Alumni Association of the University of Michigan, June, 1995

American-Michigan "Living the Dream", featured in exhibit entitled "The History of
Featured in National Library of Medicine Exhibition "Changing the Face of Medicine: The Rise of America's Women Physicians; September, 2003

Chair's Recognition Award from the Florida Board of Medicine December, 2005

Golden Apple Faculty Teaching Award presented by University of Florida Pediatric Residents at Sacred Heart Hospital in Pensacola, Florida June 23, 2004.

African-American Physicians". Honored citizen for playing significant role in improving the quality of life in metropolitan Detroit

Humanitarian of the Year Award, 24th Annual March of Dimes Sweetheart Ball, March 16, 1996

Women of Achievement and Courage Award, The Michigan Women's Foundations Benefit Dinner, May, 1996

Alternatives for Girls Role Model, 1997

CATCH Hall of Fame Award, 1998

Carnival of Hope Award, Epilepsy Foundation of Michigan, April, 1999

Legacy Award Brain Injury Association of Michigan, 2000

Michiganian of the Year, Detroit News, May 18, 2002.

Heroes for Health, Good Housekeeping and General Electric, December, 2002

Feature in Brian Lanker's, I Dream A World

Lifetime Achievement Award, Association of Black Women Physicians
Los Angeles, California October 13, 2007

OPEN AFFILIATIONS:

Delta Sigma Theta Sorority, Inc.

MEMBERSHIPS AND OFFICES IN PROFESSIONAL SOCIETIES:

American College of Surgeons

American Association of Neurological Surgeons

Congress of Neurological Surgeons

Wayne County Medical Society
Ethics Committee
Public Affairs Committee
Law Committee

American Medical Association

Southeastern Michigan Surgical Society, Secretary, 1986-1987

Charles Green Neurosurgical Society

National Medical Association Detroit Medical Society

Pediatric Oncology Group

Society of Critical Care Medicine

William D. Peyton Society,
July 6, 1985

Michigan State Medical Society

Neurological Society of America

Child Abuse and Neglect Community
September, 1986

University of Michigan Medical Center - Alumni Society

Institute for American Business
Board of Directors, 1986-1988

American Society of Pediatric Neurosurgery

Michigan Association of Neurological Surgeons, Secretary 1992-1993

Michigan Association of Neurological Surgeons Vice-president, 1994-1995

Society of Neurological Surgeons, 1995

Michigan Association of Neurological Surgeons President, 1996
National Medical Fellowship Board

NATIONAL BOARDS:

National Medical Fellowship Board
1996 to Present

Medical Advisory Board –
Hydrocephalus Association,
1997 - Present

Member and then Chairman of the FDA
Neurological Devices Panel, 1998-2000

Co-Chair of FDA Center for Devices and
Regulatory Health External Science Review
June 2001-November 2001

Consultant to the CDRH of the FDA 1997-
present

Ph.D. COMMITTEE:

Jacques Donders, University of Windsor,
Department of Psychology, 1988, "Psychological
Sequela of Infantile Hydrocephalus"

CONSULTANT:

Neurological Devices Panel of the Medical
Devices Advisory Committee, Consultant,
to Food and Drug Administration,
2/5/95-present

HOSPITAL COMMITTEE:

Surgical Committee
Children's Hospital of Michigan, 1987 - Present
Chairman, Operating Room Subcommittee of
Surgical Committee - Children's Hosp of MI,
1992 - Present
Intensive Care Unit Committee
Children's Hospital of Michigan, 1992 - 2001
Medical Record Committee
Children's Hospital of Michigan, 1984 - 2001
Medical Executive Committee
Children's Hospital of Michigan, 1987 - 2001
Board of Trustees
Children's Hospital of Michigan 1997 - 2001
Medical Staff Operations Committee
Children's Hospital of Michigan
Development Committee
Children's Hospital of Michigan, 1998-2001
Futile Care-Patients at Risk Committee
Children's Hospital of Michigan, 1997-2001

Pediatric Clinical Services Board 2001
Children's Hospital of Michigan

Ronald McDonald House, Detroit Board of
Directors, Children's Hospital of Michigan, 1998-
2001

Pediatric Surgical Site Committee Sacred Heart
Hospital 2008-present

Tumor Board Nemours System 2008-present

UNIVERSITY COMMITTEE:

Internal Review Committee for the
Department of Anatomy, 1988

Search Committee for the
Department of Neurosurgery, 1989

Internal Review Committee for the
Department of Neurology, 1991-1992

125th Anniversary Celebration Committee,
1992

Search Committee for the
Department of Ophthalmology, 1992-1993

Internal Review Committee for the
Department of Pediatrics, 1993

Internal Review Committee for the
Department of Neurosurgery, Chairman, 1994

Governance/Nominating Committee

WSU Board of Visitors

Internal Review Committee for the
Department of Neurosurgery, 1999

VISITING PROFESSOR:

Medical College of South Carolina,
February, 1990

Howard University Hospital, Washington, D.C.,
May, 1997

University of Mississippi, Jackson, Mississippi
April, 1999

University of Michigan Department of Pediatrics,
Ann Arbor Michigan, Feb 14, 2004

The Earl Lester Cole Honors College Endowed
Professorship, Grambling State University,
Grambling, Louisiana April 18, 2007

Yale University, Calhoun College, March 2008

Indiana University School of Medicine, January
2009

University of California, Riverside, February 2009

The Claremont Colleges, September ,2010

CIVIC ACTIVITIES;

West Florida Regional Library Board of Trustees
Term: August 16, 2007 through present

Belmont-DeVilliers Neighborhood Association
2002 through present, Treasurer 2004-present

EDITORIAL BOARD:

Synopsis: A Current Survey of World Literature in
Pediatrics for the Third World

PATENT:

Programmable anti- siphon shunt system
Inventors: Sandeep Sood, Alexa I. Canady and
Steven D. Ham
Assignee: Wayne State University

SCIENTIFIC PRESENTATIONS:

1. Canady A: Morbidity of Cerebellar Stimulator Placement, American Association of Cerebral Palsy and Developmental Medicine, Detroit, Michigan, October 17, 1981.
2. Canady A: Cerebral Steal in Vein of Galen Aneurysms, International Society of Pediatric Neurosurgery, Philadelphia, Pennsylvania, September 13, 1982.

3. Canady A: Meningiomas, National Medical Association, San Francisco, California, July 18, 1982.
4. Canady A: Meningiomas in Childhood, Invited Lecturer, Grand Rounds, St. Christopher's Children's Hospital, Philadelphia, Pennsylvania, December, 1981.
5. Canady A: Brain Death From a Neurosurgical Prospective, Transplantation Society of Michigan Second annual Transplantation Symposium and Donor Nephrectomy Workshop, Cleveland, Ohio, September 21, 1983.
6. Canady A: Shunt Infection, National Medical Association, Chicago, Illinois, August 1, 1983.
7. Canady A: Hydrocephalus, Invited Lecturer, Grand Rounds, Wayne State University, Detroit, Michigan, September 2, 1983.
8. Canady A: Pediatric Stroke, American Heart Association, Anaheim, California, November 16, 1983.
9. Canady A: Neuropsychologic Effects of Superficial Temporal Artery-to-Middle Cerebral Artery Bypass Surgery in a Case of Moya-Moya, International Neuropsychological Society, Houston, Texas, February, 1984.
10. Canady A: Neural Tube Effects, Invited Lecturer, Henry Ford Hospital, Detroit, Michigan, January 30, 1984.
11. Canady A: Intellectual Outcome in Myelomeningocele, Invited Lecturer, Western Michigan Neurological Society, Grand Rapids, Michigan, February 13, 1984.
12. Canady A: Pediatric Head Trauma, Wayne State University, Detroit, Michigan, April 12, 1984.
13. Canady A: The Changing Approach to Craniosynostosis, 10th Congress of the International Association of Maxillo-facial Surgery, April 13, 1984.
14. Canady A: Speech and Language in Determining Operative Approaches in Neurosurgery, National Black Association for Speech, Language, and Hearing Annual Convention, Detroit, Michigan, April 26, 1984.
15. Canady A: CT Scanning and Shunt Malfunction Can Be Misleading, Michigan Association of Neurological Surgeons, Grand Rapids, Michigan, June 23, 1984.

16. Canady A: The Use of Barbiturates in Head Injured Children, National Medical Association 89th Annual Convention and Scientific Assembly, Montreal, Canada, July 30, 1984.
17. Canady A: Monitoring and Evaluation of a Brain Injured Patient, Pediatric Critical Care Conference, Children's Hospital of Michigan, Detroit, Michigan, September 14, 1984.
18. Canady A: Delayed Affects of Arnold-Chiari Malformation in Children, Michigan Association of Neurological Surgeons, June 22, 1985, Glen Arbor, Michigan.
19. Canady A: Outpatient Metrizimide Studies in Children, Fourteenth Annual Meeting, Pediatric Section, American Association of Neurological Surgeons, December 4-6, 1985, Houston, Texas.
20. Canady A: Closed Head Injury and Their Indication for Admission, William Beaumont Hospital, Pediatric Grand Rounds, February, 1986.
21. Canady A: Neural Tube Defects-Hydrocephalus, lecture given at Hutzel Hospital, February 28, 1986.
22. Canady A: Implications of Neurologic Trauma on Children's Speech & Language, presented at the Michigan Speech, Language, Hearing Association Annual Conference, Battle Creek, Michigan, March 15, 1986.
23. Canady A: Closed Head Injury and Their Indications for Admission, William Beaumont Hospital, Royal Oak, Grand Rounds, March 18, 1986.
24. Canady A: Life Threatening Neurosurgical Conditions, presented at the Pediatric Advanced Life Support Course, sponsored by Children's Hospital of Michigan in collaboration with the American Heart Association of Michigan, co-sponsored by Wayne State University School of Medicine, April, 1986.
25. Canady A: Hydrocephalus, Macrocephaly, Malformation of the Brain & Spinal Cord, presented to the Neonatal Nurse Clinicians, Sinai Hospital, November, 1986.
26. Canady A: Some Comments on Skull Growth After Craniofacial Repair, presented at the Pediatric Section of the American Association of Neurological Surgeons, 15th Annual Meeting of the Pediatric Section 12/3-5, 1996, Pittsburgh, Pennsylvania.

27. Canady A: Everything You Always Wanted to Know About Shunts, lecture given at the Daily Guest Lecture Series of Flint Osteopathic Hospital, February, 1987.
28. Canady A. Epidural Abscess, lecture given at Mt. Carmel Mercy Hospital, Grand Rounds, February, 1987.
29. Canady A: Speech & Language Consideration in Neurosurgery, presentation t the Pro-seminar Series, Michigan State University Department of Audiology Speech Sciences, March, 1987.
30. Canady A: Special Children, Special Needs a Medical Perspective, lecture given at the Special Children' Special Needs Conference through Children's hospital of Michigan, March, 1987.
31. Sarnaik A, Canady A: Intracranial Pressure (ICP) and Cerebral Perfusion Pressure (CPP) in Penetrating Gunshot Wounds (GSW) in Children, presented at the National Conference on Pediatric Trauma, Boston, Massachusetts, September, 1987.
32. Ham S, Canady A: Hydrocephalus: Complicating Tuberculosis in Children, presented at the 16th meeting of the Pediatric Section of the American Association of Neurological Surgeons, December 8-11, 1987, The Palmer House, Chicago, Illinois.
33. Krauss B, Zador I, Canady A, Drugan A, Quigg, MH, Sach, A, Evans, M: End "the Moratorium" on in-utero Ventricular Shunts, Society of Perinatal Obstetricians, February 4-7, 1988, Las Vegas, Nevada.
34. Valentine C, Canady A, Zakalik K, Nigro M, Gupta R, Levin J: Successful Limited Resection of Frontal Lobe Epileptic Foci in Pediatric Patients resenting with Status Epilepticus, International Pediatric Epilepsy Surgery Symposium, Miami, Florida, March 1988.
35. Canady A: Cerebrospinal Fluid Protein and Ventriculooperitoneal Shunts for Post-hemorrhagic Hydrocephalus, Society for Pediatric Research, May, 1988, Washington, DC.
36. Canady A: Neuro Behavioral Sequelae to Traumatic Brain Insult in Children, Pediatric Section of American Association of Neurological Surgeons, December 6-8, 1988, the Camelback Inn, Scottsdale, Arizona.
37. Canady A: Prospective Evaluation of Outcome of Neonatal Post-hemorrhagic Ventriculomegaly and Determination of Best Predictors of good Outcome, Pediatric Section of American Association of Neurological Surgeons, December 6-8, 1988, The Camelback Inn, Scottsdale, Arizona.

38. Valentine C, Canady A, Zakalik K, Nigro M, Gupta R, Levin J: Successful Limited Resection of Frontal Lobe Epileptic Foci in Pediatric Patients Presenting with Status Epilepticus, International Pediatric Epilepsy Surgery Symposium, Miami, Florida, March, 1988.
39. Canady A: Pediatric Head Injuries, Emergency Department faculty and residents, Children's Hospital of Michigan, March 2, 1989.
40. Canady A: Indications for Dorsal Rhizotomy in Cerebral Palsy, Clinic Days for Orthopaedic's, April 3, 1989.
41. Freyer D, Canady A: Operation of a Multidisciplinary Pediatric Neuro-oncology Clinic (NOC), International Pediatric Neuro-oncology Symposium, The Premier Session, June 1-3, 1989, Seattle, Washington.
42. Canady A, Zakalik K, Ham S: Brain Tumors Presenting as Meningitis, International Symposium on Pediatric Neuro-oncology, June, 1989, Seattle, Washington.
43. Canady A: Assessment and Management of Head Trauma, Emergency Medicine Conference, Children's Hospital of Michigan.
44. Canady A: Initial Management of Pediatric Head Injury, Keynote Speaker for Bronson Hospital, Kalamazoo, Michigan, November 3, 1989.
45. Valentine C, Kuhns L, Rothermel R, Towbin R, Canady A, Nigro M, Westerman R: Functional HM-PAO Spect Scanning in Refractory Epileptic Patients, The Second Cleveland Clinic International Epilepsy Symposium on Surgery of Epilepsy, June 19-23, 1990, Cleveland, Ohio.
46. Canady A: Life Threatening Neurosurgical Conditions, Flint Osteopathic Hospital, November 9, 1989.
47. Canady A: Review of Neuroanatomy, Physical Therapy, Occupational Therapy and Recreational Therapy, Children's Hospital of Michigan, December 1, 1989.
48. Canady A: Pediatric Emergencies and Trauma, Northfield Hilton, PGH, September 20, 1989.
49. Canady A: Evaluating the Head Trauma Victim, U.S. Department of the Navy, U.S. Naval Hospital, Guam.
50. Aronson D, Kahn R, Canady A: Cervical Spine Instability Following Suboccipital Decompression and Cervical Laminectomy for Arnold Chiari

- Syndrome, presented at the Section on Pediatric Neurosurgery, AANS, Washington DC, November, 1989.
51. Slovis T, Canady A, Touchette A: Transcranial Sonography Through the Burr Hole for Detection of Ventriculomegaly, 34th Annual Convention, American Institute of Ultrasound in Medicine, March 4-7, 1990.
 52. Johnson R, Ham SD, Canady AI, Mitchell JA: The Occurrence and Organization of Supraependymal Neuronal Elements on the Medial and Lateral Walls of the Lateral Ventricles of the Hamster, American Association of Anatomists, April 22-26, 1990, Philadelphia, Pennsylvania.
 53. Gerras GG, Ham SD, Canady AI, Mitchell JA: The Effects of Kaolin-Induced Hydrocephalus on the Ependyma of the Lateral Ventricles of the Hamster, American Association of Anatomists, April 22-26, 1990, Philadelphia, Pennsylvania.
 54. Ham SD, Johnson R, Canady A, Mitchell JA: Kaolin Induced Hydrocephalus in the Hamster, A Potential Model for Hydrocephalus Induced Endocrinopathies, American Association of Neurological Surgeons, April 28-May 3, 1990, Nashville, Tennessee.
 55. Ham SD, Canady AI, Johnson R, Mitchell JA: Hydrocephalus Results in Persistent Disruption of the Estrous, Society for Neuroscience, October 28-November 2, 1990, St. Louis, Missouri.
 56. Donders J, Rourke BP, Canady AI: Medical History and Psychometric Intelligence in Hydrocephalic Children, presented at the eighteenth Annual Meeting of the International Neuropsychological Society in Kissimmee, Florida.
 57. Canady AI: Difficulties in Assessing Shunt Function, Congress of Neurological Surgeons, October 28, 1991.
 58. Canady AI: Predictive Value of Glasgow Coma Score in Childhood Head Injury, Michigan Association of Neurological Surgeons, Shanty Creek Resort, Bellaire, Michigan, June 7-9, 1991.
 59. Canady AI, Lieh-Lai M: Traumatic Brain Injury in Children - Limitations of the Glasgow Coma Scale in Predicting Outcome, 1991 Annual Meeting, San Destin, Florida.
 60. Canady AI, Lieh-Lai M, Moylan PM, Sarnaik AP: Limitations of the Glasgow Coma Scale in Predicting Outcome in Children with Traumatic Brain Injury, American Association of Neurological Surgeons, Pediatric Section, Four Seasons Hotel, Boston, MA, December 3-6, 1991.

61. Canady AI, Lieh-Lai M, Moylan PM, Sarnaik AP: Limitations of the Glasgow Coma Scale in Predicting Outcome in Children with Traumatic Brain Injury, International Society of Pediatric Neurosurgery, Seoul, Korea, October, 1991.
62. Canady A: Neurologic Complications Associated with Extracorporeal Membrane Oxygenation (ECMO), American Society of Pediatric Neurosurgery, Hawaii, January, 1992.
63. Canady A: Neurologic Complications Associated with Extracorporeal Membrane Oxygenation (ECMO), American Association of Neurological Surgeons, San Francisco, California, April 11-16, 1992.
64. Azzi GM, Ham SD, Canady AI, Mitchell JA: Changes in Whole Brain Specific Gravity and Ventricular Size in Kaolin Induced Hydrocephalus, Consensus Conference on Hydrocephalus, Assisi, Italy, April 27, 1992.
65. Sood S, Kim S, Canady A, Greninger N: Use of the Drip Rate Analysis in Assessing Shunt Malfunction, American Society of Pediatric Neurosurgery, St. Thomas, Virgin Islands, January 31, 1993-February 6, 1993.
66. Azzi GM, Ham SD, Canady AI, Mitchell JA: Changes in Ventricular Size and Intracranial Pressure in Kaolin Induced Hydrocephalus in the Hamster, Society for Neuroscience, Michigan Chapter, 24th Annual Meeting, Cranbrook, March 17, 1993.
67. Canady A: Surgical Management of Spasticity, 8th Annual Conference on Developmental Disabilities Advocacy Through Clinical Experience, Kellogg Center, Michigan State University, E. Lansing, Michigan, April 1, 1993.
68. Canady, A: Neuro-endoscopy in Hydrocephalus, The Pennsylvania Neurosurgical Society, Invited Lecturer, Philadelphia, Pennsylvania, April 2, 1993.
69. Canady A: The Science and Politics of Women's Health in America, Breakout Session, Wayne State University Medical School's 125th year, Westin Hotel, Detroit, Michigan, May 12, 1993.
70. Canady A: Eighth Annual Neuroscience Conference, Arnold-Chiari Malformation...What is it?, St. Mary's Medical Center, Saginaw, Michigan, May 13, 1993.
71. Canady A: CME Conference, Emergencies in Pediatric Neurosurgery, Children's Hospital of Michigan, October 6, 1993.

72. Canady A: Radiation Oncology, Surgery on Posterior Fossa Tumors, Beaumont Hospital, Royal Oak, Michigan, October 6, 1993.
73. Canady A: Emergency Department Conference, Dealing With True Neurosurgery Emergencies, Children's Hospital of Michigan.
74. Canady A: Pregnancy and Brain Tumor, Word Federation of Neurological Surgery, October 18-22, 1993.
75. Canady A: Neonatal Nurse Presentation, Hydrocephalus, Macrocephaly, Malformations of Brain and Spinal Cord Tumors, Children's Hospital of Michigan, Wayne State University, November 9, 1993.
76. Canady A: Grand Rounds, Department of Pediatrics, Epilepsy Surgery, Children's Hospital of Michigan, December 17, 1993.
77. Canady AI: Understanding Conflicting Imaging Studies in a Case of Sagittal Sinus Thrombosis, ASPN, February 6-12, 1994, Nevis, West Indies.
78. Chalifoux R, Decker M, Canady AI: Pregnancy Outcome in Women with Cerebrospinal Fluid Shunt, AANS, April 9-14, 1994, San Diego, California.
79. Azzi GM, Ham SD, Canady AI, Mitchell JA: Hydrocephalus, Endocrinopathies, Median Eminence Structure, Pituitary Gland, Poster Presentation, AANS, April 9-14, 1994, San Diego, California.
80. Aughton D, Canady A, Seubert D: Isolated Dandy-Walker malformation in three siblings, American Society of Human Genetics Annual Education Conference, October, 1994.
81. Canady AI: Congress of Neurological Surgeons, Breakfast Seminar, Guest Speaker, Craniopharyngiomas, Chicago, Illinois, October 2-3, 1994.
82. Canady A, Sood S, Kim S, Greninger N: Evaluation of Small Ventricle Shunt Malfunction, Congreso Latinoamericano De Neurocirugia, Santa Fe De Bogota, D.C., Colombia, October 16-20, 1994.
83. Canady A: Violence Against Children, 2nd Annual Excellence in Trauma Nursing, Embassy Suites Hotel, Southfield, Michigan, October 21, 1994.
84. Canady A: AMA Lunch-time Lecture Series, Scott Hall, Wayne State University, October 28, 1994.
85. Canady A: Student National Medical Association Region II Conference, "Eyeing the Future of Medicine for Physicians of Color", Mayo Medical School Chapter, Rochester, Minnesota, October 29, 1994.

86. Canady AI, Harper CE, Aughton DJ, Seubert DE: AANS/CNS Joint Section on Pediatric Neurosurgery, Isolated Dandy-Walker Malformation in Three Siblings: Further Support of Autosomal Recessive Inheritance, St. Louis, Missouri, December 6-9, 1994.
87. Canady AI, Kayser MR, Phillips RJL, Spolyar JL, Hildebrand JM: Plate and Screw Fixation in Craniosynostosis - A Five Year Review, American Society of Pediatric Neurosurgeons, Liani, Hawaii, January 22-28, 1995.
88. Canady A: Joint Committee on the Status of Women, Keynote Speaker, Black History Month Celebration, Harvard Medical School/Harvard School of Dental Medicine, Boston, Massachusetts, February 23, 1995.
89. Spolyar, JL, Canady A: Component bone marker displacements revealed by image-corrected cephalometric analysis, Consensus Conference on Craniosynostoses, Rome, May, 1995.
90. Canady, A: Quality Management Conference, Changing Together for a Better Tomorrow, Speaker, Department of Social Services, Radisson Plaza Hotel, Kalamazoo, Michigan, June 2, 1995.
91. Canady A: Neurosurgical Issues in Craniofacial Anomalies, Fourteenth Annual Conference, Michigan Cleft Palate Association, Radisson Plaza Hotel, Kalamazoo, Michigan, June 2, 1995.
92. Canady A: Pediatric Board Review, Pediatric Neurosurgery, Radisson Golf and Conference Center, Ypsilanti, Michigan, September 13, 1995.
93. Canady A: Craniopharyngiomas, 45th Annual Meeting of the Congress of Neurological Surgeons, San Francisco, California, October 16, 1995.
94. Canady A: Day to Day Management of Hydrocephalus, Hydrocephalus Association Meeting, Monterey, California, January 12-14, 1996.
95. Canady A: Managed Care or Mangled Care -- Getting Access and Maintaining Quality Care in a Hospital Environment, Hydrocephalus Association Meeting, Monterey, California, January 12-14, 1996.
96. Canady A: Children in Crisis, fourth Annual Medstart Conference, Townsley Center, Ann Arbor, January 19, 1996.
97. Canady A: Undergraduate Research Opportunity Program, speaking about research and career, Ann Arbor, Michigan, February 28, 1996.

98. Canady A: Twelfth Annual Conference on Developmental Disabilities, Advocacy Through Clinical Excellence, Michigan State University, East Lansing, Michigan, March 20, 1996.
99. Azzi G, Ham S, Canady A, Mitchell J: Hydrocephalus-Induced Changes in The Periventricular Endocrine Hypothalamus of the Hamster, 1996 AANS Annual Meeting, Minneapolis, Minnesota, April 27-May 2, 1996.
100. Canady AI, Becker CJ, Ham SD: Identifying the Need for Repeat Chiari Decompression, Neurosurgical Society of America, Laguna Niguel, California, May 4-8, 1996.
101. Canady AI, Speaker, College of Human Medicine, A Time of Change: A Prescription for Resiliency - 10th Annual PIC Program, "Surgical Treatment of Epilepsy", E. Lansing, Michigan, April 24-25, 1997.
102. Chuba PJ., Bhambhani K., Zamorano L., Canady A, Merlin H, Fontanesi J: American Radium Society, November 7, 1997.
103. Chugani, H.T., Chugani, D.C., Chugani, J.R., Shah, J.R., Shah, A., Canady, A., Watson, C: American Epilepsy Society 1997 Annual Meeting, "Differentiation Between Epileptogenic and Nonepileptogenic Lesions in Children Using Pet Imaging of Serotonin Synthesis", Boston, Massachusetts, December 8, 1997.
104. Koo B, Canady A, Beierwaltes P, Nigro M: American Epilepsy Society 1997 Annual Meeting, "Symptoms of Parietal Lobe Epilepsy in Children", Boston Massachusetts, December 8, 1997.
105. Nagy F, Chugani D, Shah J, Shah A, Watson C, Canady A, Kupsky W, Chugani HT: American Epilepsy Society 1997 Annual Meeting, "Comparison of In Vivo and In Vitro Flumazenil Binding in Epileptic Cortex, Boston, Massachusetts, December 8, 1997.
106. Canady, A: The American Society of Pediatric Neurosurgeons 1998 Meeting, Mendele Bay Hotel, Island of Lana'i, Hawaii, January 24-30, 1998.
107. Ahmed S, Sood S, Canady A, Ham S: 1998 AANS Annual Meeting, "The Effect on Brain Compliance of Ventriculostomy With and Without Differential Pressure Valve", Philadelphia, Pennsylvania, April 25-30, 1998.
108. Koo B, Canady A, Nigro M: American Academy of Neurology Annual Meeting, "Seizures of Cerebellar Origin Presenting as Movement Disorders", April 25, 1998-May 25, 1998.

109. Canady, A.: Multidisciplinary Trauma Lecture Series, "Traumatic Brain Injury", October 8, 1998, Children's Hospital of Michigan.
110. Canady, A: Pediatric Hydrocephalus: "Current Techniques for Shunt Nightmares". Congress of Neurological Surgeons Meeting, Seattle, Washington, October 5, 1998
111. Canady, A: "Head Injuries Difference in Children", National Medical Association, Las Vegas, Nevada, August 9, 1999
112. Ding YC, McAllister JP, Canady AI, Zhang MZ, "Disorders of the Nervous System", Society for Neuroscience, October 23 - 28, 1999, Miami Beach, Florida. (Presented at the Annual Meeting for Neuroscience, October, 1999)
113. Lai Q, Ding YC, McAllister JP, Koo B, Canady AI, Ham SD, Sood SS, "Neural Basis of Behavior", Society for Neuroscience, October 23 - 28, 1999, Miami Beach, Florida. (Presented at the AANS/CNS Section on Pediatric Neurological Surgery, Atlanta, Georgia, December 1-4, 1999)
114. Canady, A: "Complex Myelomeningocele", Congress of Neurological Surgeons, Boston, Massachusetts, November 2, 1999
115. Canady, A: "Intraventricular Hemorrhage and Hydrocephalus of Prematurity", World Conference in Pediatric Neurosurgery 2000, Martinique, France, November 30, 1999
116. Canady, A: "Tertiary Management of Pediatric Head Injury", American Association of Neurological Surgeons Annual Meeting, Moscone Convention Center, San Francisco, California, April 10, 2000
117. Canady, A, Cogen, P: "Learning About Hydrocephalus": Rekate, H, Walker, J, Cogen, P, Canady, A, Hirsh, D, Solomon, C, Solomon, A: "Transition from Pediatric to Adult-Centered Care: Help! Where's My Health-Care Now?": Rekate, H, Walker, J, Canady, A, McComb, JG, McLone, D: "Shunt Dependency: What Does the Future Hold? A Work in Progress", 6th National Conference on Hydrocephalus, Scottsdale, Arizona, May 24-28, 2000
118. Canady, A: "The Pediatric Neurosurgeon's Approach to Headache", National Medical Association 2000, Annual Convention & Scientific Assembly, Washington, DC, August 13-14, 2000.
119. Canady, A, Ragheb, J, George, T, Shirane, R, Iskander, B: "Managing Complex Myelomeningoceles", Congress of Neurological Surgeons Annual

Meeting, 50th Anniversary Celebration, Henry B. Gonzalez Convention Center, San Antonio, Texas, September 25 & 26, 2000

120. Canady, A: "Protocols for Accute Management of Pediatric Head Injury", Brain Injury Association of Michigan, 20th Anniversary Conference, Lansing, Michigan, October 12, 2000
121. Han, PP, Ponce, FA, Spetzler, RF, Canady, A, Feiz-Erfan, I: "Associated Arteriovenous Malformations of the Orbit and Brain: A Case of Wyburn-Mason Syndrome Without Retinal Involvement", The Fifth Annual Joint Meeting of the American Association of Neurological Surgeons / Congress of Neurological Surgeons and the American Society of International and Therapeutic Neuroradiology, Cerebrovascular Disease in Hawaii 2001, Big Island, Hawaii, February 9-12, 2001
122. Canady, A: "Is Hippocampal Sclerosis (HS) a Progressive Disorder?". Poster Presentation at the Annual Meeting of the American Epilepsy Society, Los Angeles, California, December 1-6, 2000.
123. Canady, A. " The Role of Organized Medicine in Affecting Women and Minorities in Medicine" WINS presentation, Congress of Neurological Surgery, San Diego, California October 2, 2001
124. Canady, A. "Controversies in Management Pediatric Head Injuries" Emergency Medicine Conference Children's Hospital of Michigan
125. Gilmer-Hill, H.S., Jindal, A. and Canady, A.I., Poster at Congress of Neurological Surgery Sept 29-October 4, 2001 " Anaplastic Large Cell Lymphoma Presenting as a Hemorrhagic Intraparenchymal Lesion In An Immunocompetent Adolescent.
126. Asano, E., Husk, C., Muzik, O., Shen, C., Shaw, A., Shaw, J., Canady, A. Chugani, H.: American Epilepsy Society November 30, 2001 " Detection of Epileptogenic Zones in Tuberous Sclerosis Complex Using Voxel Analysis of AMT and Fluorodeoxyglucose (FDG)- Positron Emission Tomography (POET) Scanning.
127. Juhasz, C., Chugani, D., Muzik, O., Asano, E., Shaw, A., Shaw, J., Canady, A., Chugani, H.: American Epilepsy Society November 30, 2001 Increased Cortical Uptake of alpha C11 Methyl-L-Tryptophan Detected by Positron Emission Tomography (PET) In Children With Intractable Epilepsy.
128. Canady, A. " Lessons I have learned" Women in Neurosurgery at the Congress of Neurological Surgeons October 2, 2001.

129. Canady,A., Rafels,C., “Brain Tumors in Children Breakfast Seminar” American Association of Neurological Surgeons, Chicago, Illinois, April, 2002.
130. Canady A.,” Surgical Treatment of Epilepsy” Pediatric Grand Rounds, Sacred Heart Hospital, Pensacola, Florida Nov. 26, 2002
131. Canady A., “Neural Tube Abnormalities: Pediatric Grand Rounds, Sacred Heart Hospital, Pensacola Florida Jan. 7, 2003
132. Canady A., “ Craniofacial Abnormalities” Pediatric Grand Rounds, Sacred Heart Hospital, Pensacola Florida, April 29, 2003
133. Canady,A.” Overcoming Barriers in Surgery” American College of Surgeons Oct.21, 2003, Chicago, Ill.
134. Canady,A. “ Mechanisms of Head Injury” Pediatric Grand Rounds, Sacred Heart Hospital, Oct 22, 2003.
135. Canady A: Health Care Disparities: Can Minorities Survive the Transition to Managed Care, Cleveland Women’s Foundation February 11,2004
136. Canady,A: Impact of Technological Advances on Neurosurgical Practice” Seminar on Impact of Technological Changes, University of West Florida, Steven Swartz,M.D. professor. March 17, 2004

BOOK CHAPTERS:

1. Schut I, Canady AI, Sutton LN, Bruce DA: “Meningeal Tumors in Children”, ed. R. Humphries in: Concepts Pediatric Neurosurgery, Vol. 4, pp. 335-347, (Krager Base I, 1983).
2. Canady AI, Sood S, Ham SD: “Surgical Management of Hydrocephalus in Children”, ed. Schmidek/Sweet in: Operative Neurosurgical Techniques, 3rd edition, Vol. 2, pp. 1231-1244, (W.B. Saunders Company, 1995).
3. Sood S, Canady AI, Rozzelle A, Ham SD: “Unicoronal and Bicoronal Craniosynostosis” ed. Benzel/Rengachary in: Neurosurgical Topics, Calvarial and Dural Reconstruction, pp. 149-167, 1998.
4. Dutcher S, Sood S, Ham S, Canady AI: “Skull Fractures and Penetrating Brain Injury”, Pediatric Neurosurgery: Surgery of the Developing Nervous System, Fourth Edition, pp. 573-583, (W.B. Saunders Company, 2001)

5. Barami K, Ham S, Sood S, Shankaran S, Canady AI: Pediatric Intracranial Hemorrhage, "Textbook of Neurological Surgery" (Lippincott-Raven, Philadelphia, 1999) In Press
6. Canady,A: Team Building and Building a Reputation "Heart of a Lion, Hands of a Women (Donning Company, 2009)
7. Canady,A: Mentors Matter "Heart of a Lion, Hands of a Women (Donning Company, 2009)

PUBLICATIONS:

1. Canady AI, Chou SN: "Cervical Lymphangiomas with Progressive Craniospinal Deformity". Neurosurgery, 5(4):422-425, 1980.
2. Canady AI: "Implicit Rationing". Detroit Medical News, 74(21):6, 1983.
3. Sanfilippo D, Sarnaik A, Canady A: "Acute Symptomatic Hydrocephalus at the Onset of Tuberculous Meningitis (TBM): A Treatable Cause of Neuronal Injury". Neurology, March 3,1987, V. 37, No. 3, Supplement 1.
4. Brennan M, Canady A, Perrin J, Weslowski D: "Paraparesis in a Child with a Herniated Thoracic Disc". Arch Phys Med Rehabil, Vol. 68, Nov. 1987, pp. 806-808.
5. Herskovic A, Ryan J, Han I, Lattin P, Ahmad KH, Canady AI, Belenky W, Philippart A, Binns H, White B: "Combined Interstitial and External Beam Radiation Therapy in Soft Tissue Tumors". Endocrine-Therapy/Hyperthermia Oncology, Vol. 4, pp. 213-217, 1988.
6. Shankaran S, Woldt E, Bedard M, Black V, Canady A, Eisenbrey A: "Cerebrospinal Fluid Protein and Ventricular Peritoneal shunts for Post-hemorrhagic Hydrocephalus". Pediatric Research, Vol. 23, page 424A, 1988.
7. Shankaran S, Koepke T, Woldt E, Bedard M, Dajani R, Eisenbrey E, Canady A: "Outcome After Post-hemorrhagic Ventriculomegaly in Comparison with Mild Hemorrhage Without Ventriculomegaly". Journal of Pediatrics V. 114, pp. 109-114, 1989.
8. Faillace WJ, Warrier I, Canady AI: "Paraplegia After Lumbar Puncture in an Infant with Previously Undiagnosed Hemophilia". Clinical Pediatrics, Vol. 28, page 136, March 1989.
9. Sarnaik AP, Kopec J, Moylan P, Alvarez D, Canady A: "Role of Aggressive Intracranial Pressure Control in Management of Pediatric Craniocerebral Gunshot Wounds with Unfavorable Features". The Journal of Trauma,

Vol. 29, No. 10, 1989.

10. Shankaran S, Bedard M, Delaney-Black V, Woldt E, Canady A: "Does Decreasing CSF Protein Prior to Ventriculo-peritoneal Shunts (VPS) Decrease Morbidity?". Pediatric Research, Vol. 25, 361-A, 1989.
11. Shankaran S, Bedard M, Delaney-Black V, Woldt E, Canady A: "Does Decreasing CSF Protein Prior to Ventriculo-peritoneal Shunts (VPS) Decrease Morbidity?". Clinical Research, Vol. 37, No. 4, 959A, 1989.
12. Shankaran S, Bedard M, Delaney-Black V, Woldt E, Canady A: "Invasive Monitoring of Neonatal Intracranial Pressure--Does It Help?". Pediatric Research, Vol. 25, 44A, 1989.
13. Shankaran S, Bedard M, Delaney-Black V, Woldt E, Canady A: "Invasive Monitoring of Neonatal Intracranial Pressure--Does It Help?". Clinical Research, Vol 35, 959A, 1989.
14. Drugan A, Krause B, Canady, A, Zador I, Sacks A, Evans M: "End the 'Moratorium' on In-utero Ventricular Shunts for Hydrocephalus". JAMA, Vol 261, 1989, 1785-88.
15. Faillace W, Canady A: "Cerebrospinal Fluid Shunt Malfunction Signaled by New or Recurrent Seizures". Child's Nervous System, (1990) 6:37-40.
16. Gerras GG, Ham SD, Canady AI, Mitchell JA: "The Effects of Kaolin-Induced Hydrocephalus on the Ependyma of the Lateral Ventricles of the Hamster". Anat Rec, 226:36A, 1990.
17. Johnson R, Ham SD, Canady AI, Mitchell JA: "The Occurrence and Organization of Supraependymal Neuronal Elements on the Medial and Lateral Walls of the Lateral Ventricles of the Hamster". Anat Rec, 226:48A, 1990.
18. Ham SD, Canady AI, Johnson R, Mitchell JA: "Hydrocephalus Results in Persistent Description of the Estrous Cycle in the Hamster". Mesocricetus Auratus, Society for Neuroscience Abstracts, Vol. VI, 1990, Abstract #168.16.
19. Donders J, Canady AI, Rourke BP: "Psychometric Intelligence After Infantile Hydrocephalus: A Critical Review and Reinterpretation". Child's Nervous System, 6, 148-154, May, 1990.

20. Slovis TL, Canady AI: "Transcranial Sonography Through the Burr Hole for Detection of Ventriculomegaly: A Preliminary Report". Journal of Ultrasound in Medicine, 10(4):145-200, 1991.
21. Donders J, Rourke BP, Canady AI: "Neuropsychological Functioning of Hydrocephalic Children". Journal of Clinical and Experimental Neuropsychology, Vol. 13, No. 4, pp. 607-613, 1991.
22. Aronson DD, Kahn RH, Canady AI, Bollinger RO, Towbin R: "Instability of the Cervical Spine Following Decompression in Arnold-Chiari Malformation". The Journal of Bone and Joint Surgery, Vol. 73(6): 898-906, July, 1991.
23. Lieh-Lai M, Theodorou A, Sarnaik A, Meert K, Moylan P, Canady A: "Limitations of the Glasgow Coma Scale in Predicting Outcome in Children with Traumatic Brain Injury". J of Pediatrics, Vol. 120(2):195-199, February, 1992.
24. Donders J, Rourke BP, Canady AI: "Emotional Adjustment of Children with Hydrocephalus and of Their Parents". Journal of Child Neurology, Vol. 7(4):375-380, October, 1992.
25. Canady AI, Fessler RD, Klein MD: "Ultrasound Abnormalities in Term Infants on ECMO". Pediatric Neurosurgery, 19:202-205, 1993.
26. Sood S, Kim S, Ham S, Canady A, Greninger N: "Useful Components of the Shunt Tap Test for Evaluation of Shunt Malfunction". Child's Nervous System, 9(3):157-61, June, 1993.
27. Aughton DJ, AlSaadi AA, Canady AI, Lucas BM: Balanced reciprocal translocation mosaicism associated with an abnormal phenotype. Am J. Med. Genet. 1993 vMarch 15;45(6):721-24.
28. Sarnaik AP, Richard HM, Sanfilippo DJ, Canady A: "Acute Hydrocephalus in Stage III Tuberculous Meningitis". International Pediatrics, 8(4), 1993.
29. Landwehr JB, Isada NB, Pryde PG, Johnson MP, Evans MI, Canady AI: "Maternal Neurosurgical Shunts and Pregnancy Outcome". Obstetrics & Gynecology, Vol. 83(1):134-137, January, 1994.
30. Shankaran S, Woldt E, Bedard MP, Delaney-Black V, Zakalik K, Canady A: "Feasibility of Invasive Monitoring of Intracranial Pressure in Term Neonates". Brain & Development, 1994;16:121-5.

31. Bhambhani K, Greger N, Lattin P, Guys M, Smietana S, Canady A: "Early Occurrence of Decreased Growth Velocity (GV) and Growth Hormone (GH) Deficiency Following Radiation Therapy (XT) for Primary Brain Tumors in Children". Ped Res, 35(4)Part 2:158A, 1994.
32. Sood S, Canady AI, Martino AM: "Intracerebral Hemorrhage after Evacuation of a Subdural Hematoma in an Infant". Pediatric Neurosurgery, 1994;21:201-204.
33. Rotta AT, Asmar BI, Ballal N, Canady AI: "Moraxella Catarrhalis Ventriculitis in a Child with Hydrocephalus and an External Ventricular Drain". The Pediatric Infectious Disease Journal, 1995; 14:397-398.
34. Bhatia S, Canady AI, Kottamasu S, Valentine C: "Comparison of Ictal-Single-photon Emission Computed Tomographic and Positron Emission Tomographic Scans for Localization of Seizure Foci in Children with Intractable Seizures". Annals of Neurology, Sept., 1995; V38(3):542.
35. Spolyar JL, Canady A: Component bone marker displacements revealed by image-corrected cephalometric analysis. A lateral cephalometric study of the cranium in normal and craniosynostosis- an implant study. Childs Nerv. Syst. 1996 Nov; 12 (11):640-653.
36. Sood S, Canady AI: "Congenital Midline Cysts of the Posterior Fossa in Children", Contemporary Neurosurgery, 1996;18(3):1-8.
37. Scott RM, di Rocco C, Canady A, Gonzales-Portillo G, Sotrel A: "How Would You Treat This Patient? Dysembryoplastic Neuroepithelial Tumor", Surgical Neurology, 46(1):23-7, 1996 July
38. Dorcas M, Lourdes F, Canady A, Kowalczyk C: "Gonococcal Infection in Cerebrospinal Fluid and the Presence of a Ventriculoperitoneal Shunt", Journal of Pediatric & Adolescent Gynecology; 10(2):93-4, 1997 May.
37. Koo, B, Henry, D., Canady, A, Munoz, S., Nigro, M.: "Selective Dorsal Rhizotomy for Cerebral Palsy Children: Preoperative and Intraoperative Factors Predicting Improvement in Upper Limb Function, Annals of Neurology, 1997;Vol 42, 3:500.
38. Asi-Bautista MC, Heidemann SM, Meert KL, Canady AI, Sarnaik AP: "Tumor Necrosis Factor-alpha, Interleukin-1 Beta, and Interleukin-6 Concentrations in Cerebrospinal Fluid Predict Ventriculoperitoneal Shunt Infection, Critical Care Medicine, 25(10):1713-6, 1997 October

39. Barami K, Periera J, Canady AI: "Anterolateral Lumbar Lipomyelomeningocele: Case Report and Review of the Literature", Neurosurgery 41:(6):1421-3;(DEC 1997).
40. Nagy F, Chugani D, Shah J, Shah A, Watson C, Canady A, Kupsky W, Chugani H: "Comparison of In Vivo and In Vitro Flumazenil Binding in Epileptic Cortex", Epilepsia, Vol 38, Suppl 8, 1997.
41. Mogbo K, Slovis T, Canady A, Allasio D, Arfken C: "Appropriate Imaging in Children with Skull Fractures and Suspicion of Abuse", Radiology, 208(2):521-24, August 1998.
42. Koo B, Canady, A, Sood, S: "Direct Electrical Cortical Stimulation for Functional Mapping of Motor Cortex in Pediatric Epilepsy Surgery Candidates", Epilepsia, Vol 39, Suppl. 6, 1998.
43. Muzik O, Chugani D, Shen C, da Silva E, Shah J, Shah A, Canady A, Watson C, Chugani HT: "Objective Method for Localization of Cortical Asymmetries Using Positron Emission Tomography to Aid Surgical Resection of Epileptic Foci", Computer Aided Surgery, 3(2):74-82, 1998.
44. Chuba PJ, Zamarano L, Hamre M, Bhambhani K, Canady A, Guys MB, Matter A, Portillo G, Chung-bin S, Fontanesi J: "Permanent I-125 Brain Stem Implants in Children", Childs Nervous System, 14(10):570-7, 1998 October
45. Chugani D, Chugani H, Muzik O, Shah J, Shah A, Canady A, Mangner T, Chakraborty P: "Imaging Epileptogenic Tubers in Children with Tuberous Sclerosis Complex Using I-[¹¹C] Methyl-L-Tryptophan Positron Emission Tomography", Annals of Neurology, Vol 44, (6):858-66, 1998 December.
46. Barami K, Sood S, Ham S, Canady A: "Chemical Meningitis From Bile Reflux in a Lumbar-gallbladder Shunt", Pediatric Neurosurgery, 29(6):328-30, 1998 December
47. Sood S, Canady AI, Ham SD: "Adjustable Antisiphon Shunt", Childs Nervous System, 15(5):246-9, 1999 May
48. Nagy F, Chugani D, Juhasz C, da Silva E, Muzik O, Kupsky W, Canady A, Watson C, Shah J, Chugani H: "Altered In Vitro and In Vivo Flumazenil Binding in Human Epileptogenic Neocortex", Journal of Cerebral Blood Flow and Metabolism, Vol 19, No. 9, 939-47, 1999 September.
49. Azzi GM, Canady A, Ham S, Mitchell, JA: "Kaolin-induced Hydrocephalus in the Hamster: Temporal Sequence of Changes in Intracranial Pressure, Ventriculomegaly and Whole-brain Specific Gravity", Acta Neuropathol, Vol. 98(3): 245-50, 1999 September

50. Koo, B, Canady, A, Rothermel, R: "Transcranial Cortical Magnetic Stimulation in Children: A Noninvasive Method for Localization of Functional Motor Cortex in Epilepsy Surgery Candidates", Annual Neurology, Vol. 46, No. 3: 523, 1999
51. Muzik O, da Silva EA, Juhasz, C, Chugani, DC, Shah, J, Nagy, F, Canady, A, von Stockhausen, HM, Herholz, K, Gates, J, Frost, M, Ritter, F, Watson, C, Chugani, HT: "Intracranial EEG Versus Flumazenil and Glucose PET in Children with Extratemporal Lobe Epilepsy", Neurology 2000; Vol. 54:171-179, 2000, January
52. Koo, BK, Ham, S, Canady, A, Beierwaltes, P: " EEG Synchronization of Epileptiform Activity in Patients Implanted with Vagal Nerve Stimulator (VNS) Results in Favorable Seizure Control", Neurology, Vol. 54, Suppl. 3, A131, April 2000
53. E. Asano, MD; D.C. Chugani, PhD; O. Muzik, PhD; C. Shen, MS; C. Juhaśz, MD; J. Janisse, MA; J. Ager, PhD; A. Canady, MD; J.R. Shah, MD; A.K. Shah, MD; C. Watson, MD; and H.T. Chugani, MD: "Multimodality Imaging for Improved Detection of Epileptogenic Foci in Tuberous Sclerosis Complex", Neurology 2000;54: 1976-1984
54. S. Sood, MD; A. Canady, MD; S. Ham, DO: "Surgery for Choroid Plexus Papilloma in Children", Neurosurgical Operative Atlas, Vol. 9:83-89, 2000
The American Association of Neurological Surgeons
55. Watson, Craig; Fuerst, Darren; Poore, Quintin; Shah, Jagdish; Shah, Aashit; Hutchinson, Adele; Johnson, Robert; Canady, Alexa; Chugani, Harry T.; Wayne State University School of Medicine, Detroit, MI, Epilepsia; Vol.41, Suppl. 7, 2000
56. Barami, K; Sood, S; Ham, SD; Canady, AI: "Postural Changes in Intracranial Pressure in Chronically Shunted Patients", Pediatric Neurosurgery 2000;33:64-69
57. Fuerst,D., Shah,J., Kupsky, WJ, Johnson,R, Shah, A., Hayman-Abello,B.,Ergh,T., Poore,Q., Canady,A. and Watson,C. "Volumetric MRI, pathological and neuropsychological progression in hippocampal sclerosis. Neurology 2001;57:185-188.
58. Juhasz C, Chugani DC, Muzik O. Shaw A. Shaw J Watson C Canady A Chugan HT. Relationship of flumazenil and glucose PET abnormalities to neocortical epilepsy surgery outcome Neurology 56(12):1650-8, 2001 June 26.

59. Ralph K Moylan P Canady A Simmons S: The effects of multiple shunt revisions on neuropsychological functioning and memory. *Neurological Research* 22(1):131-6, 2000 Jan.

- Sood, S, Ham, S.D., and Canady, A.I.: Current Treatment of Hydrocephalus *Neurosurgery Quarterly* 11(1):36-44, March 2001

60. Pathophysiological changes in cerebrovascular distensibility in patients undergoing chronic shunt therapy. Sood s, Kumar CR, Jamous M, Schuhmann MU, Ham SD, Canady AI *J.Neoursrgy* 2004 May;100(5 Suppl Pediatrics):447-53
61. Immune reactions associated with silicone-based ventriculo-peritoneal shunt malfunctions in children. VandeVord PJ, Gupta N, Wilson RB, Vinuya RZ, Schaefer CJ, Canady AI, Wooley PH *Biomaterials* 2004 Aug;25 (17):3853-60
62. Letter to the Editor regarding Shunt Infection *J. Neurosurg Pediatr.* 2009 March 3(3):245
63. Evaluation Of Traumatic Brain Injury In Children Chapter in *The ISPN Guide to Pediatric Neurosurgery* , online textbook. Initial chapter with Alexa Canady and Jason Foland May 2011

MEETINGS:

1. American Neuropathology Association, June, 1982
2. International Society of Pediatric Neurosurgery, September, 1982
3. National Medical Association, July, 1982
4. Pediatric Section of the American Association of Neurological Surgeons, December, 1982
5. National Medical Association, July, 1983
6. American Heart Association, November, 1983
7. Michigan Association of Neurological Surgeons, June, 1984
8. National Medical Association, July-August, 1984
9. American Association of Neurological Surgeons, November 1-14, 1984 (Review and Update in Neurobiology for Neurosurgeons)

10. Pediatric Section of the American Association of Neurological Surgeons, December, 1984
11. Michigan Association of Neurological Surgeons, June, 1985
12. Pediatric Section of the American Association of Neurological Surgeons, December, 1985
13. Neurosurgery Laser Workshop Northwestern University Medical Center, Chicago, Illinois, February, 1986
14. Pediatric Oncology Group Meeting, Orlando, Florida, April 6-8, 1986
15. Neurosurgical Intensive Care, Harvard University, Boston, Massachusetts, September, 1986
16. Midas Rex Institute Conference, Henry Ford Hospital, Detroit, Michigan, October 8-10, 1986
17. Pediatric Section of American Association Neurological Surgeons, Pittsburgh, Pennsylvania, December, 1986
18. American Society of Pediatric Neurosurgery, Mauna Kea Beach, Kamuela, Hawaii, January, 1987
19. American Association of Neurological Surgeons, Dallas, Texas, May, 1987
20. American Association of Neurological Surgeons, Pediatric Section, December, 1987, Chicago, Illinois
21. American Association of Neurological Surgeons Annual Meeting, Toronto, Ontario, April, 1988
22. Pediatric Epileptology, Cleveland, Ohio, May, 1988, International Symposium on Cranial Surgery, Pittsburgh, Pennsylvania, September, 1988
23. American Society Pediatric Neurosurgeons, St. Croix, Virgin Island, January, 1989
24. Pediatric oncology Group Meeting, Clearwater, Florida, April, 1989
25. American Society of Pediatric Neurosurgeons, Kauai, Hawaii, February, 1990
26. Congress of Neurological Surgeons, Los Angeles, California, October, 1990

27. BDPA's Seventh Annual UNCF Benefit, Keynote Speaker, Detroit, Michigan, November, 1990
28. Section on Pediatric Neurological Surgeon of the AANS, San Diego, California, December, 1990
29. American Society Pediatric neurosurgeons, Moderator for Pediatric neurosurgery Course, Orlando, Florida, January, 1991
30. Michigan Association of Neurological Surgeons, Shanty Creek Resort, Bellaire, Michigan, June 7-9, 1991
31. International Society of Pediatric Neurosurgeons, Seoul, Korea, October, 1991
32. American Association of Neurological Surgeons, Boston, Massachusetts, December 3-6, 1991
33. American Society of Pediatric Neurosurgeons, Hawaii, January, 1992
34. 1992 Annual Meeting of the American Association of Neurological Surgeons, San Francisco, California, April 11-16, 1992
35. Consensus Conference on Pediatric Neurosurgery: Hydrocephalus 92, Assisi, Italy, April 26-30, 1992
36. Society of Neurological Surgeons, Louisville, Kentucky, May 17-20, 1992
37. Advanced Instructional Course in Laboratory and Clinical Laser Neurosurgery: Neuroendoscopic and Stereotactic Applications, Cincinnati, Ohio, July 9-10, 1992
38. Pediatric Board Review, Pediatric Neurosurgery, Guest Speaker, University of Michigan Medical School, Ann Arbor, Michigan, October 15, 1992
39. The American Board of Neurological Surgery, Business Meetings and Oral Examinations, Houston, Texas, November 10-13, 1992, Guest Examiner
40. American Association of Neurological Surgery, Section on Pediatrics, December 6-9, 1992, Washington, DC
41. American Society of Pediatric Neurosurgery, St. Thomas, Virgin Islands, January 31-February 6, 1993
42. Pennsylvania Neurosurgical Society, April 2, 1993, Philadelphia, Pennsylvania

43. Michigan Association of Neurological Surgeons, June 25-27, 1993, Mackinaw Island, Michigan
44. American Association of Neurological Surgeons, December 7-10, 1993, San Antonio, Texas
45. American Society of Pediatric Neurosurgery, February 6-12, 1994, Nevis, West Indies
46. Neurosurgical Society of America, May 23-25, 1994, Blaine, Washington State
47. Pediatric Spine and Spinal Cord Symposium, June 9-11, 1994, Chicago, Illinois
48. Michigan Association of Neurological Surgeons, June 10-12, 1994, Grand Traverse Resort, Traverse City, Michigan
49. Pediatric Board Review, Pediatric Neurosurgery, Guest Speaker, University of Michigan Medical School, Ann Arbor, Michigan, August 16, 1994
50. Congress of Neurological Surgeons, Guest Speaker, Chicago, Illinois, October 2-3, 1994
51. Student National Medical Association Region II Conference, Keynote Speaker, "Eyeing the future of Medicine for Physicians of Color", Penthouse of the Kahler Hotel, Rochester, Minnesota, October 29, 1994
52. Joint Section on Pediatric Neurosurgery AANS/CNS, St. Louis, Missouri, December 6-9, 1994
53. American Society of Pediatric Neurosurgeons, Liani, Hawaii, January 22-28, 1995
54. American Association of Neurological Surgeons, 63rd Annual Meeting, Orlando, Florida, April 22-27, 1995
55. Michigan Association Neurological Surgeons & Southeast Chapter of AANS, Boyne Highlands, June 9-11, 1995
56. Pediatric Board Review, The University of Michigan Medical School, Michigan Association of Pediatric Program Directors, Michigan Chapter, American Academy of Pediatrics, Guest Speaker Pediatric Neurosurgery, Radisson Golf and Conference Center, Ypsilanti, Michigan, September 13, 1995

57. 45th Annual Meeting of the Congress of Neurological Surgeons, San Francisco, October 14-19, 1995
58. American Association of Neurological Surgeons, Minneapolis, Minnesota, April 27-May 2, 1996
59. Neurosurgical Society of America Annual Meeting, Laguna Niguel, California, May 4-8, 1996
60. The Society of Neurological Surgeons, 76th Annual Meeting, Chicago, Illinois, May 10-14, 1996
61. Joint Section on Pediatric Neurological Surgery, The American Association of Neurological Surgeons and Congress of Neurological Surgeons, The Mills House Hotel, Charleston, South Carolina, December 10-13, 1996
62. The Neurosurgical Society of America, The Langham Hilton, London, England, March 29-April 1, 1997.
63. The Society of Neurological Surgeons, Westin William Penn Hotel, Pittsburgh, Pennsylvania, May 18-20, 1997.
64. American Academy of Pediatric Neurosurgeons, Westin William Penn Hotel, Pittsburgh, Pennsylvania, November 13-14, 1997.
65. Joint Section on Pediatric Neurological Surgery, The Westin Canal Place Hotel, New Orleans, Louisiana, December 2-5, 1997.
66. The American Society of Pediatric Neurosurgeons, The Mandele Bay Hotel, Island of Lana'i, Hawaii, January 24-30, 1998.
67. American Association of Neurological Surgeons, Annual Meeting, Philadelphia, Pennsylvania, April 25-30, 1998.
68. International Society of Pediatric Neurosurgery, Melborn Australia, September 13-17, 1998.
69. Congress of Neurological Surgeons, Seattle, Washington, October 3-6, 1998.
70. National Medical Society, Las Vegas, Nevada, August 9-13, 1999
71. International Society for Pediatric Neurosurgery, Salt Lake City, UTAH, September 26-30, 1999

72. Congress of Neurological Surgeons, Boston, Massachusetts, October 31-November 4, 1999
73. World Conference on Pediatric Neurosurgery 2000, Martinique, France, November 27-December 4, 1999
74. American Association of Neurological Surgeons, 68th Annual Meeting, San Francisco, California, April 9-12, 2000
75. Pediatric Radiology Meeting, Naples, Florida, May 3-7, 2000.
75. 6th National Hydrocephalus Family Conference, Scottsdale, Arizona, May 24-28, 2000
76. National Medical Association 2000, Annual Convention & Scientific Assembly, Washington, DC, August 13-14, 2000
76. Student National Medical Association, Regional Conference, Keynote Speaker, Michigan State University, East Lansing, MI, October 21, 2000
77. American Association of Neurological Surgeons, April, 2000
78. Congress of Neurological Surgeons, Fall, 2000
79. American Association of Pediatric Neurosurgeons, Lanai, Hawaii, January 2000
80. American Association of Neurological Surgeons Spring, 2001 Chicago, Illinois
81. Society of Neurological Surgeons, Cleveland, Ohio May, 2001
82. Congress of Neurological Surgeons, San Diego, California October, 2001
83. Neurosurgical Society of America Keeawa Island, South Carolina April, 2002
84. Pediatric Section of the American Association of Neurological Surgeons, Phoenix, Arizona, December 2002
85. American Association of Pediatric Neurosurgery, Big Island, Hawaii, Jan 2003
86. American College of Surgeons, October 2003

87. American Women's Medical Association, San Diego, California February 5-8,2004
75. Pediatric Section, American Association Neurological Surgeons San Francisco California, December 2004
76. American Association of Neurological Surgeons, Orlando, FL May1-6 2004
77. American Association of Neurological Surgeons New Orleans, Louisiana, April 2005
78. National Institute of Health conference "Hydrocephalus: Myths, New Facts & Clear Directions" September 29-October 1, 2005.
79. Society of Neurological Surgeons San Francisco May 6-8 2007
80. Pediatric Section of Neurological Surgeons Miami, Florida December 2007
81. International Society of Pediatric Neurosurgery Capetown South Africa September 2008
82. Congress of Neurological Surgeons, New Orleans, Louisiana, October 24-29,2009
83. International Society of Pediatric Neurosurgery Goa, India October 2011

INVITED PRESENTATIONS:

1. Canady A: Minority Health Concerns, lecture given at the Top 100 Business & Professional Women of America Conference, Dallas, Texas, August 2-4, 1985.
2. Canady A: Black Women Past, Present & Future, YWCA, Lansing, Michigan, February, 1986.
3. Canady A: Past, Present & Future of Nursing, Health & Health Care Policy, presented at Oakland University School of Nursing, March, 1987.
4. Canady A: Annual Black Arts & Sciences Festival, Keynote Speaker, Washington University, Graham Chapel, St. Louis, Missouri, October 27, 1993.
5. Canady A: American Medical Women's Association, Women in Neurosurgery, New York, November 4, 1993.
6. Canady A: Commencement Speaker, Wayne State University Medical School commencement, June 2, 1994.

7. Canady A: Keynote Speaker, Student National Medical Association, Wayne State University School of Medicine, October 19, 1996.
8. Canady A: Speaker, Grand Rounds, St. Elizabeth Medical Center, Dayton, Ohio, November 13, 1996.
9. Canady A: Guest Speaker, Charles H. Fortson, M.D. Memorial Surgical lecture, St. Elizabeth Medical Center, Dayton, Ohio, November 13, 1996.
10. Canady A: Keynote Speaker, Lula Belle Stewart Center Early-On Program, Pontchatrain Hotel, Detroit, Michigan, December 5, 1996.
11. Canady A: Speaker, Martin Luther King Commemoration Celebration, The University of Michigan college of Pharmacy, January 22, 1997.
12. University of Detroit Mercy, Honors Convocation Speaker, April 14, 1996, McAuley Auditorium, Outer Detroit, Michigan.
13. Pediatric Board Review, The University of Michigan Medical School, Michigan Association of Pediatric Program Directors, Michigan Chapter, American Academy of Pediatrics, Guest Speaker, Pediatric Neurosurgery, Crowne Plaza, Ann Arbor, Michigan, September 7, 1996.
14. 10th Annual Partners In Care Conference, "A Time of Change: A Prescription for Resiliency". Invited Speaker "Seizures & Their Management, Including Surgery. Lansing, Michigan, April 24, 1997.
15. Frances Willson Thompson Critical Issues Forum, "Violence is a Public Health Issue", University of Michigan-Flint campus, May 21, 1997.
16. Council of Michigan Foundations 25th Annual Conference, "Help for Troubled Brains", Westin Hotel, Detroit, Michigan, November 5-7, 1997.
17. Multidisciplinary Trauma Lecture Series, "Traumatic Brain Injury", Children's Hospital of Michigan, October 8, 1998.
18. Michigan Association for Infant Mental Health Conference, "Early Brain Development and Implications for Early Education", University of Michigan, Ann Arbor, Michigan, May 18, 1999.
19. Health Focus, Children's Hospital of Michigan, Keynote Address Speaker, October 23, 1999.
20. Congress of Neurological Surgery Luncheon Seminar : Management of Difficult Shunts October 3, 2001.

21. University of Michigan Medical School Seminar for Minority Undergraduate: "Approach of Minority Students to Medical Education September 8,2001.
22. Third Annual Raymond M. Murphy African-American Health Conference September 7,2001"Urban Health Care Constraints."
23. The Women's Studies Program and the Institute for Research on Women and Gender program "Challenging Community Women Activists and Detroit". University of Michigan November 1,2001.
24. Coalition for Health Care Equity, Keynote Speaker, Annual Dinner, January 10,2002, Detroit, Michigan, "Minority Health Care.
25. American Association of Neurological Surgeons Nurses Seminar " Surgical Treatment of Epilepsy:, November 28, 2001, New York, New York.
26. Princeton University Premedical Club "Considerations in the Selections of Medicine as a Career". November 28, 2001 Princeton, New Jersey.
27. Sankofa Symposium Speaker "The Power of Activism" Department of African American and African Studies, University of Michigan February 2, 2004.
28. Creating Neurosurgical Teams: Wins lecture at American Association of Neurological Surgeons New Orleans, Louisiana, April, 2005.
29. Alpha Omega Alpha Invited Speaker Michigan State University November 19,2009 " Defining Excellence in Medical Practice".

COMMUNITY LECTURES:

1. Michigan Department of Education, Keynote Speaker, "Career Options for Young Women", Ingham Intermediate School District, Mason, Michigan, April 26, 1995.
2. Detroit/Wayne County Early-On Training and Technical Assistant Project, Keynote Speaker, "Early-On" Conference, "Collaborating for Young Children", Westin Hotel, Detroit, Michigan, May 23, 1995.
3. The Skillman Foundation, Networking Meeting for Parent Facilitators in the Comer Schools and Families Initiative and the Service Providers in the Parenting Matters Initiative. St. Regis Hotel, April 23, 1998.
4. Commencement Address, Central Michigan University, May, 1999.

West Florida Public Library System

Library Board of Governance Member Search Application

By completing this form you are applying to serve on behalf of Escambia County on the Library Board of Governance.
(If the space provided to answer the questions is not sufficient, please feel free to use additional sheets of paper.)

1. Please describe any qualifications (work experience, education, attributes, skills/training) that you feel would provide positive input to the work of the library board.

20+ years as reference librarian and manager of government and corporate library systems

2. Please describe any former or current public service activities and accomplishments in the community (school groups, service clubs, other board or commissions).

Arthritis Foundation Community Board; Pensacola Symphony and Opera Guild Boards

3. Please explain why you are interested in becoming a library trustee.

To bring a librarian/manager perspective and understanding of users' needs

4. Please discuss briefly the goals and direction that should be important to this Board.

Provide multi-year budgets and consistent source of revenue for planning

5. Please identify one thing you think the library currently does very well.

SW Branch - outstanding community outreach/variety of programs & services

6. Please identify one thing that could be done to make library service even better is.

Improve service hours, computer access and provide more instruction. Downtown should assi

Lynne Tobin

Human Resources Department Escambia County
850-595-3000
221 Palafox, Suite 200, Pensacola, FL 32533
TGTurner@myescambia.com

LYNNE C. TOBIN

10330 FOGGY BOTTOM RD.

PENSACOLA FL 32507

850-497-8515(H) 850-549-5889 (cell)

lynnectobin@aol.com

Summary

Skilled reference librarian and senior manager with extensive experience in research, searching online databases, the Internet, human/web interfaces as well as experience in budgeting and planning for large federal divisions. Recognized as a leader in the field. Over 15 years experience in the intelligence and military communities. Proven briefing, instructional and mentoring skills.

Top Secret, SCI clearances with polygraph and background checks – current to Feb. 2009.

Note that as a CIA employee, I was "detailed" to NGA and its predecessor NIMA as CIA worked with DOD to create the new agency within DOD.

Intelligence Community, Department of Defense, and Federal Experience

Chief of the Washington Research Center
National Geospatial-Intelligence Agency (NGA), Bethesda, MD 2003 - 2005

- Managed very large annual budget for Open Source purchasing (subscriptions and publications to include commercial maps) for all of NGA
- Had the budget doubled during this year based on excellent track record of managing the budget and purchasing appropriate needed source
- Oversaw the successful turnover of library service functions (scanning, circulation and cataloging) and the Ground Photography functions to contractor management
- Implemented Virtual Reference across all the sites
- Coordinated with counterparts to oversee the completion of the map scanning process allowing customers to request and receive map products on line

Chief of the Bethesda Research Center, NGA 2001 - 2003

- Promoted the concept of Virtual Reference and piloted the use of Question Point in cooperation with the Department of Defense and Army Knowledge Online
- Studied and determined, as part of a Tiger Team created by Director, NGA, the partnership possibilities between State Department Map Service Center and NGA to better serve the Intelligence Community and Department of Defense
- Mentored new branch chiefs and continued working with knowledgeable staff to introduce new technologies for map scanning

Chief of the Bethesda Reference Branch, NGA 2000 - 2001

- Planned, designed, hired professional staff and created the Reference Library, moving open source text and classified documents to renovated space
- Placed two commercial databases on the Library homepage, for the first time allowing all NGA staff to search and discover this information

Lynne C. Tobin

- Chief of the Bethesda Map Services Branch, NGA 1998 – 2000
- Initiated the purchase of new scanning and network technology to test the concept of digitizing the map collections making maps accessible online and available to agencies worldwide
 - Selected and managed the contract and logistics of sending 25,000 text materials off site for recataloging to Library of Congress standard, and managed the process of adding the materials in to the new NGA online text catalog

- Reference Librarian, NPIC and NIMA, at the Washington Navy Yard 1996 - 1998
- Provided the first Reference outreach to NIMA Headquarters staff
 - Briefed analysts on library access and services new to NIMA staff
 - Provided in depth research support to imagery analysts and upper management, searching open source databases and the Internet

- Reference Librarian, NPIC (National Photographic Interpretation Center/CIA) 1989 - 1994
- Briefed analysts on Library services
 - Provided in depth and expert research support using open source and classified databases

- Reference Librarian, General Accounting Office 1988 - 1989
- Provided research support to accountants and researchers, utilizing commercial databases as well as the technical library collection
 - Contributed to monthly library publication on current issues and research

- Reference Librarian, Naval War College, Newport RI 1987 - 1988
- Provided reference/research support to students and faculty
 - Published annotated bibliographies on current hot topics
 - Provided lively tours for foreign students and external customers

Post Retirement Intelligence Activities

- Independent Contractor for Central Intelligence Agency in Recruitment 2006-2007
Briefing, mentoring, and instructing applicants who have been selected into the hiring process

Non-Federal Experience

- Reference Librarian, National Public Radio 2005-2009
- Temporary employee/on call providing reference/research support to reporters and other staff at the Washington DC headquarters for NPR
 - Cataloger for the Broadcast Library/ temporary part-time employee/providing original cataloging for "Fresh Air" program from remote sites

- Reference Librarian, University of West Florida 1994 – 1996
- Electronic Resources librarian 2007- 2012
 - Teamed with History Department to teach required course on How to Research.
 - Planner and participant in moving the University's collection to a redesigned, expanded, and renovated facility. Planned with faculty and alumni office for the rededication ceremony of the John C. Pace Library in 1996.

Lynne C. Tobin

- Returned to UWF Pace Library in Fall 2007 and retired in May 2012 as part-time Reference Librarian, providing student and faculty research assistance and bibliographic instruction.

Education

Vassar College, Poughkeepsie, NY
University of Rhode Island, Kingston, RI

BA in History
Master of Library and Information Studies

Substantive Training and Awards

- Program on Creative Leadership, CIA
- NGA (NIMA) Leadership Challenge Program
- Special Librarians Annual Conference
- Military Librarians Workshop
- Contracting Officer Technical Representative Course
- Virtual Reference Desk Workshop

- **Federal Librarian of the Year, 2001** – conferred by the Federal Library and Information Center Committee at the Library of Congress for innovative leadership.
- Numerous Meritorious Unit Citations
- Numerous Exceptional Performance Awards
- Several Special Act Awards

5. Commencement Address, University of Southern Connecticut, May, 1999.
6. National Council of Negro Women, Detroit Section “The Need for Increased Afro-American Physicians” Athena Hall, Roseville, Michigan December 15, 2001.
7. Commencement Address, University of West Florida, December, 2006.

HOSPITAL STAFF APPOINTMENTS: Sacred Heart Hospital,
Pensacola Florida 2004-present



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6254

County Administrator's Report 13. 4.

BCC Regular Meeting

Discussion

Meeting Date: 06/03/2014

Issue: Discussion Concerning a Regional Drainage Program

From: Gene Valentino, District 2 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Discussion Concerning a Regional Drainage Program - Commissioner Gene M. Valentino, District 2

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-6249

County Attorney's Report 13. 1.

BCC Regular Meeting

Action

Meeting Date: 06/03/2014

Issue: Settlement of Claim Brought by Mr. Alexie Kelly

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Claim Brought by Mr. Alexie Kelly.

That the Board approve a settlement of the notice of claim presented by Alexie Kelly for a payment of \$19,000 in exchange for the execution of a general release and hold harmless agreement.

BACKGROUND:

On June 7, 2012, Mary Merritt was operating a County ambulance traveling on an emergency call, westbound on Fairfield Drive (SR 295) with lights and siren activated. It had been raining throughout the day. As Ms. Merritt approached the intersection with Ruby Avenue, the ambulance hydroplaned and collided with a delivery truck which Mr. Kelly was operating. Mr. Kelly had been stopped for a red light and did not have adequate time to take evasive action. Kenneth Simmons was a passenger in the truck and has a lawsuit pending against the County.

Mr. Kelly was transported and admitted to the Baptist Hospital Emergency Room with complaints of a head injury, bilateral knee pain as well as low back pain. The ER physician examined Mr. Kelly and ordered x-rays. Mr. Kelly was given pain medication and released from the ER with instructions to follow up with a physician if he was still in pain and his symptoms didn't improve when he returned to his home in Jacksonville, Florida.

Mr. Kelly sought treatment at Physicians Medical Center Northside where he was treated for neck and back sprain/strain. When Mr. Kelly was not improving after receiving treatment in July and August, Dr. Kersey ordered an MRI. The MRI revealed that Mr. Kelly was suffering from a herniated disk at L5/S1 of his spine. After further treatment concluded in December 2012, Dr. Kersey assigned Mr. Kelly a partial permanent impairment rating of 8% of the whole person.

At the present time, Mr. Kelly has a worker's compensation medical lien with FCCI Insurance Group of approximately \$3,800 and owes out of pocket medical expenses in the sum of \$13,900. His expenses relating to his injury comes to \$17,700. The lien will be paid from the proceeds of the settlement.

It is this office's recommendation that the Board approve the settlement as a reasonable compromise recognizing the uncertainty of litigation should this claim proceed to Florida courts.

BUDGETARY IMPACT:

Funds for the settlement proceeds will be provided from Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles V. Peppler, Deputy County Attorney, prepared the Recommendation and will ensure that all requirements of this settlement, if approved, are completed.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Attorney's Office will work with the Risk Management Division to effectuate settlement upon approval.
