

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 – October 20, 2016 – 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 Robertson.
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. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation congratulating and wishing Reverend Epps happy birthday on her 65th birthday and commending her for all of her contributions to her community; and

B. The Proclamation proclaiming the month of October 2016 as "National and Florida Manufacturing Month" in Escambia County and urging all citizens to join in recognizing the value of our manufacturers and the importance they serve in our county, region, state, and the nation.

7. Written Communication

October 12, 2016 - Communication from Attorney Kristen Marks, requesting the Board to convey its retained mineral rights in a portion of property located at 111 S. Devilliers Street.

8. 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.

9. 5:31 p.m. Public Hearing for consideration of adopting the Ensley Redevelopment Area Plan.

Recommendation: That the Board adopt the Ensley Redevelopment Area Plan, as requested by the Community Redevelopment Agency.

10. 5:32 p.m. Public Hearing for consideration of adopting the Ensley Redevelopment Trust Fund Ordinance.

Recommendation: That the Board take the following action concerning adoption of the Ensley Redevelopment Trust Fund Ordinance:

A. Adopt an Ordinance of Escambia County, Florida relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Ensley Redevelopment Projects; providing for short title; providing for legislative findings; providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the Fiscal Year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date; and

B. Authorize the Chairman to execute the Ordinance.

11. 5:33 p.m. Public Hearing for consideration of adopting the Atwood Redevelopment Area Plan.

Recommendation: That the Board adopt the Atwood Redevelopment Area Plan, as requested by the Community Redevelopment Agency.

12. 5:34 p.m. Public Hearing for consideration of adopting the Atwood Redevelopment Trust Fund Ordinance.

Recommendation: That the Board take the following action concerning the adoption of the Atwood Redevelopment Trust Fund Ordinance:

A. Adopt an Ordinance of Escambia County, Florida relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Atwood Redevelopment District Projects; providing for short title; providing for legislative findings; providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the Fiscal Year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date; and

B. Authorize the Chairman to execute the Ordinance.

13. 5:35 p.m. Public Hearing to consider the Petition to Vacate two alleyways in Hazlehurst Subdivision and one alleyway in Blount Re-Subdivision of Kupfrian Park.

Recommendation: That the Board take the following action concerning the Petition to Vacate two alleyways in Blocks 19 and 20 of Hazlehurst Subdivision (both 20 feet x 300 feet), and one alleyway in Block "H" of Blount Re-Subdivision of that part of Kupfrian Park (20 feet x 285 feet), as petitioned by Percy Goodman, agent for Floyd Peacock and New Birth Baptist Church of Pensacola, Inc.:

A. Approve or deny the Petition to Vacate two alleyways in Blocks 19 and 20 of Hazlehurst Subdivision (both 20 feet x 300 feet), and one alleyway in Block "H" of Blount Re-Subdivision of that part of Kupfrian Park (20 feet x 285 feet), as petitioned by Floyd Peacock and New Birth Baptist Church of Pensacola, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

14. 5:36 p.m. TEFRA Public Hearing for consideration of authorizing the issuance by the Florida Development Finance Corporation of not-to-exceed \$9,000,000 in Multifamily Housing Revenue Bonds, on behalf of JPC Charities and/or one or more related and/or affiliated entities - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

Recommendation: That the Board take the following action concerning the issuance by the Florida Development Finance Corporation (the "Issuer") of not-to-exceed \$9,000,000 in Multifamily Housing Revenue Bonds (the "Bonds"), on behalf of JPC Charities and/or one or more related and/or affiliated entities (collectively, the "Borrower"), for the purpose of (A) financing, refinancing, or reimbursing the Borrower for the cost of certain capital improvements for to the 218-unit residential rental housing facility known as Peachtree Commons Apartments, located at 4600 Twin Oaks Drive, Pensacola, Florida 32506 (the "Project"); (B) funding any necessary reserve; (C) funding capitalized interest on the Bonds; and (D) paying the costs associated with the issuance of the Bonds:

A. Conduct the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing; and

B. Following the TEFRA Public Hearing, adopt, and authorize the Chairman to execute, the Resolution granting "area of operation" authority within the County to the Issuer and approving the issuance of the Bonds upon the terms established therein. The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

15. 5:37 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 18, Article II, Division 3, Section 18-80 of the Escambia County Code of Ordinances, relating to the Certificate Termination providing for an expired license holder to petition the Contractor Competency Board at a public hearing for the purpose of considering reinstatement of his license.

Recommendation: That the Board adopt an Ordinance amending Chapter 18, Article II, Division 3, Section 18-80 of the Escambia County Code of Ordinances, relating to the Certificate Termination providing for an expired license holder to petition the Contractor Competency Board at a public hearing for the purpose of considering reinstatement of his license.

16. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action as recommended by the Committee of the Whole (C/W) at the October 13, 2016, Committee of the Whole Workshop:

A. Approve forwarding the Dog Friendly Dining issue to the Planning Board (C/W Item 5); and

B. Approve adding discussion concerning the Midtown Commerce Park Site to the Agenda for the Joint Meeting with the City of Pensacola (C/W Item 8).

17. 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 TDT Collection Data for the August 2016 Returns Received in September 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2016 returns received in the month of September 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the twelfth month of collections for the Fiscal Year 2016; total collections for the month of August 2016 returns was \$917,461.48; this is a -3.90% decrease over the August 2015 returns; total collections year to date are 8.63% more than the comparable time frame in Fiscal Year 2015.

2. Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. The *Multi-Year Joint Participation Agreement, Notification of Funding*, between Escambia County and the Florida Department of Transportation (FDOT), for Section 5311 Non-Urbanized Area Formula Program funding, Project Number 4213682 84 35, Contract #ARL62, based on the Board's action of August 21, 2014, approving the Joint Participation Agreement (JPA) providing for FDOT participation of Fiscal Year 2014-2015 funding for Escambia County Area Transit, and authorizing the Chairman to sign all required documents pertaining to the JPA, without further action of the Board; and

B. The *Notice of Grant Award FFY2015/FL-16-x015-02, Section 5310 Seniors and Individuals with Disabilities Capital Assistance Program*, between Escambia County and the Florida Department of Transportation (FDOT), based on the Board's action of December 11, 2016, authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964, and authorizing the Chairman to sign all documents required pertaining to acceptance of Grant funds, without further action of the Board.

3. 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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 6, 2016; and

B. Approve the Minutes of the Regular Board Meeting held October 6, 2016.

## **GROWTH MANAGEMENT REPORT**

### I. Consent Agenda

#### 1. Recommendation Concerning the Scheduling of Public Hearing

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

**November 3, 2016**

5:51 - A Public Hearing - Operational Permit: Resource Extraction Facility-  
Black Gold Borrow Pit



## **COUNTY ADMINISTRATOR'S REPORT**

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Criminal Justice User Agreement - Chip Simmons, Assistant County Administrator

That the Board take the following action regarding the Criminal Justice User Agreement:

- A. Approve the Criminal Justice User Agreement between Escambia County Corrections and the Florida Department of Law Enforcement (FDLE); and
- B. Authorize Assistant County Administrator Chip Simmons to execute the Criminal Justice User Agreement and all related documents without further action of the Board.

2. Recommendation Concerning the Request for Disposition of Property by the State of Florida Department of Health, Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all assets described on the Request Form. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found to be of no further usefulness to the County.

3. Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on November 3, 2016, at 5:32 p.m., concerning re-budgeting ongoing Grant and Project Funding that will amend the Fiscal Year 2016/2017 Budget and appropriate these funds for those related ongoing grants and projects.

4. Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on December 8, 2016, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

5. Recommendation Concerning the Northwest Florida Health Council (District 1)  
Also Known as Northwest Florida Big Bend Health Council - Jack R. Brown,  
County Administrator

That the Board take the following action concerning reappointments/appointments to the Northwest Florida Health Council (District 1) also known as Northwest Florida Big Bend Health Council (Council), per the recommendation of R. Michael Hill, President and CEO:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint the following two members to another two-year term, effective, retroactively, October 1, 2016, through September 30, 2018:

1. Dr. John Lanza (Provider); and
2. Vivian Krudel (Storey) (Elderly Consumer);

B. Reappoint the following two members to another two-year term, effective, retroactively, October 1, 2016, through September 30, 2018:

1. Dr. George Andrew Wellington Smith (Provider); and
2. Krystle Galace (Baptist Hospital Provider);

C. Appoint Michael D. King (Sacred Heart Hospital Provider) to a two-year term, effective October 20, 2016, through September 30, 2018; and

D. Appoint one of the following three individuals to a two-year term, effective October 20, 2016, through September 30, 2018:

1. Jeanette Moore (Elderly Consumer, Community Volunteer) (recommended by R. Michael Hill, President and CEO);
2. Dr. Aig Unuigbo (Consumer); or
3. Deborah Trocki (Elderly Consumer).

Jeanette Moore, Dr. Aig Unuigbo, and Deborah Trocki responded to the General Alert that was posted on the County's website from August 19, 2016, through September 2, 2016, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for appointments to the Northwest Florida Health Council, also known as the Northwest Florida Big Bend Health Council.

6. Recommendation Concerning the Florida Department of Transportation Fiscal Year 2017-2021 Five-Year Work Program for the Longleaf Drive Capacity Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Rescind the Board's action of May 19, 2016, adopting and authorizing the Chairman to sign the Resolution (R2016-62) supporting the proposed amendments to the Florida Department of Transportation (FDOT) Five-Year Fiscal Year 2017-2021 Work Program for the Longleaf Drive Capacity Project (Project #4210143); the proposed amendments are to extend the project limits from Pine Forest Road east to Wymart Road to Pine Forest Road east to Kemp Road, and to amend the actual programmed project phase from construction to design and right-of-way in Fiscal Year 2017; and

B. Adopt and authorize the Chairman to sign the Resolution supporting an amendment to the Florida Department of Transportation's (FDOT's) Five-Year Fiscal Year 2017-2021 Work Program for the Longleaf Drive Capacity Project (Project #4210143) to extend the eastern project limits from Wymart Road to Kemp Road, and to defer the programmed project phase for construction until FDOT's Fiscal Year 2018 budget cycle.

[Funding: Project funds are allocated in LOST III, and the deferral of the programmed construction phase will allow the County to utilize State of Florida Transportation Regional Incentive Program (TRIP) funds on Longleaf Drive]

7. Recommendation Concerning the Request for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the three Request for Disposition of Property Forms for the Waste Services Department, for three modular desk units (Form 1); a roll-off container, freon recovery system, and a portable air compressor (Form 2); and, three ECivis grant licenses (Form 3). All property is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

8. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 22, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 22, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

9. Recommendation Concerning the Pensacola Bay Bridge Maintenance of Traffic Plan/Bridge Deck Width - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the Chairman to sign a letter to the Florida Department of Transportation concerning the Pensacola Bay Bridge Maintenance of Traffic Plan/bridge deck width, requesting consideration that the design for the Maintenance of Traffic plan be modified.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2016-2017:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the Contract year of October 1, 2016, through September 30, 2017; and

B. Authorize the Chairman to sign the Resolution and the Contract.

2. Recommendation Concerning the Contract Extension for Elevator Maintenance/Services for Various County Facilities Contract - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Elevator Maintenance/Services for Various County Facilities Contract, PD 12-13.056:

A. Approve the first 12-month Contract extension, effective October 13, 2016, to Panhandle Elevators (d/b/a Panhandle Humbaugh Elevators); and

B. Authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601; Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601]

3. Recommendation Concerning Supplemental Budget Amendment #300 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #300, Escambia County Restricted Fund (101), in the amount of \$75,150, to recognize a portion of the Innerarity Island Development Corporation (IIDC) Water and Sewer Grant in Fund 101 and to appropriate these Grant funds to cover IIDC operating costs including the cost of City of Gulf Breeze service reimbursements.

4. Recommendation Concerning the Miscellaneous Appropriations Agreements for Fiscal Year 2016/2017 for Outside Agencies - Amy Lovoy, Assistant County Administrator

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreements Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements for Civil Legal Aid Services with the following organizations to be paid from Fund 115, Article V Court Administration, Cost Center 410802:

1. Northwest Florida Legal Services, Inc., in the amount of \$62,344; and
2. Legal Services of North Florida, Inc., in the amount of \$62,344;

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

C. Authorize the execution of the necessary Purchase Orders.

5. Recommendation Concerning Contract Award for Design Services for Myrtle Grove Elementary Pond - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Sigma Consulting Group, Inc., per the terms and conditions of PD 15-16.072, Design Services for Myrtle Grove Elementary Pond, for a lump sum of \$58,460 basic services and optional services of \$2,350, providing a total of \$60,810.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 09EN0572]

6. Recommendation Concerning Contract Award for 2251 North Palafox Chiller Replacement II - Claudia Simmons, Office of Purchasing, Purchasing Manager.

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and McNorton Mechanical Contractors, Inc., per the terms and conditions of PD 15-16.101, 2251 N. Palafox Chiller Replacement II, in the amount of \$100,180, and authorize the County Administrator to execute all related documents for Owner Direct Purchase in excess of \$50,000.

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56401- \$54,784; and Fund 114, Misdemeanor Probation FD, Cost Center 290301, Object Code 56401- \$45,396]

7. Recommendation Concerning Contract Award for Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 15-16.098, Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road, for a lump sum of \$529,579.45.

[Funding: Fund 129, 2015 CDBG, Cost Center 370224, Object Code 56301 - \$161,144.45; Fund 129, 2014 CDBG, Cost Center 370220, Object Code 56301 - \$149,751; Fund 129, 2013 CDBG, Cost Center 370218, Object Code 56301 - \$80,305; and Fund 129, 2012 CDBG, Cost Center 370211, Object Code 56301 - \$138,379]



8. Recommendation Concerning Purchase Order for Road Department Truck Cab & Chassis - Single Axle - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign a Purchase Order to Hub City Ford, Inc., per the terms and conditions of PD 15-16.095, Road Department Truck Cab & Chassis – Single Axle, based on the lowest bid of \$64,996.

The Invitation to Bid for Truck Cab & Chassis was posted on the website from August 29, 2016 to September 28, 2016.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

9. Recommendation Concerning Contract Award for Re-Bid Scour Repairs County Road 184 Over Escambia River Bridge (480045) - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and DKE Marine Services, Inc., per the terms and conditions of PD 15-16.097, Re-Bid Scour Repairs County Road 184 Over Escambia River Bridge (480045), per Base Bid of \$698,482 and Alternate #2, in the amount of \$299,136, for a lump sum of \$997,618.

[Funding: Fund 353 LOST III, Cost Center 210107, Object Code 56301, Project Code 13EN2188]

10. Recommendation Concerning the Issuance of Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000 for the Information Technology Department - Shawn P. Fletcher, Information Technology Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2016-2017, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department.

11. Recommendation Concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Pensacola Southwest Library - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Pensacola Southwest Library:

A. Approve the Telecommunications License Agreement and Scope of Work with Southern Light, LLC, for the Pensacola Southwest Library. This will provide a high-speed fiber data connection between the Pensacola Southwest Library and the Main Library Branch with a monthly fee of \$686; and

B. Authorize the County Administrator to sign the Southern Light, LLC, Telecommunications License Agreement and Scope of Work.

[Funding Source: Funds are available in the current Budget, Library Fund (113), Cost Center 110503, Object Code 54101]

12. Recommendation Concerning the Annual Payment on the Enterprise Agreement with Microsoft Corporation - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning the Enterprise Agreement with Microsoft Corporation:

A. Authorize the County to award a Purchase Order, in the amount of \$417,663.31, to SHI International Corporation, as the authorized reseller for Microsoft Corporation State of Florida Contract 43230000-15-02; the first yearly payment under the three-year Microsoft Enterprise Agreement #01E73214, was approved by the Board on June 16, 2016;

B. Approve and authorize the Chairman to sign, subject to Legal review and sign-off, the Microsoft Volume Licensing Agreement with Microsoft Corporation (**THE MICROSOFT VOLUME LICENSING AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER**); and

C. Authorize the Chairman, Vice Chairman, or County Administrator to execute all future documents related to this three-year Agreement without further action of the Board.

[Funding: The funds are available in the current Budget, General Fund 001, Cost Center 270102, Object Code 54601]

13. Recommendation Concerning the Issuance of Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000, for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2016-2017, based upon previously awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Waste Services Department.

14. Recommendation Concerning the Acceptance of Two Drainage Easements and Two Temporary Construction Easements for the Carver Park East Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of two Drainage Easements and two Temporary Construction Easements for the Carver Park East Drainage Improvement Project:

A. Accept the donation of two Drainage Easement and two Temporary Construction Easements located in the Cantonment area for the Carver Park East Drainage Improvement Project;

<u>Property Owner</u>	<u>Parcel Reference Number</u>	<u>Area</u>
Dora Mae Thomas (Temporary Construction Easement)	16-1N-31-1000-210-006	2,000 Square Feet
Dora Mae Thomas (Drainage Easement)	16-1N-31-1000-210-006	1,000 Square Feet
Louis and Mildrege Perry (Temporary Construction Easement)	16-1N-31-1000-220-006	1,500 Square Feet
Louis and Mildrege Perry (Drainage Easement)	16-1N-31-1000-220-006	750 Square Feet

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 the Chairman or Vice Chairman to accept the Easements as of the day of delivery of the Easements 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]

15. Recommendation Concerning the Acceptance of Real Property for Road Right-of-Way on Tara Dawn Circle - Joy D. Blackmon, P.E, Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of real property for road right-of-way on Tara Dawn Circle from SunTrust Bank (the successor by merger with Sun Bank/West Florida, National Association):

A. Authorize staff to negotiate and resolve any matters related to or associated with the acceptance of the property, via donation, for road right-of-way on Tara Dawn Circle from SunTrust Bank (the successor by merger with Sun Bank/West Florida, National Association);

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way, and the County benefits from the acceptance of the property because it facilitates the construction and maintenance of paving and drainage systems for use by the citizens of Escambia County;

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

D. Authorize the Chairman or Vice Chairman to accept the Quit Claim Deed as of the day of delivery of the Quit Claim 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.]

16. Recommendation Concerning the Acquisition of Real Property for the Carver Park Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property located at 207 Webb Street (approximately 0.22 acres) from Jerry M. Beachem for the Carver Park Drainage Improvement Project:

A. Authorize the purchase of a parcel of real property located at 207 Webb Street (approximately 0.22 acres) from Jerry M. Beachem for the Carver Park Drainage Improvement Project for the purchase price of \$18,825, which was approved by the Board on September 1, 2016;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located at 207 Webb Street (approximately 0.22 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 210107/56101, Project No. 14EN2605]

17. Recommendation Concerning the Navy Boulevard Access Management and Beautification Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign the Resolution Supporting the Advancement of the Design Phase for the Navy Boulevard Access Management and Beautification Project (Project #218630-2) in the Florida Department of Transportation's Five-Year Work Program; and

B. Approve and authorize the Chairman to sign the Letter of Support to James T. Barfield, P.E., supporting the advancement of the Design Phase for the Navy Boulevard Access Management and Beautification Project from the Florida Department of Transportation's (FDOT's) Fiscal Year 2019 to Fiscal Year 2018.

[Funding: Design Phase funds are estimated at \$1,650,000; however, due to the current Contract with FDOT's consultants for the PD&E Phase, it is anticipated that the design estimate will be drastically reduced as the consultants are required to produce 30% design, 100% survey, and other design tasks. The exact design amount needed for transfer is expected to be determined by Spring 2017. Design Phase funds are available and are to be transferred from the Neighborhood and Human Services, Fund 352, LOST III Cost Center]

18. Recommendation Concerning Interlocal Agreements between Escambia County & Santa Rosa Island Authority and Escambia County & the Pensacola Downtown Improvement Board - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreements between Escambia County and the Santa Rosa Island Authority (SRIA) and between Escambia County and the Pensacola Downtown Improvement Board (DIB):

A. Approve and authorize the Chairman to sign the amended Interlocal Agreement (IA), subject to Legal review and sign-off, between Escambia County and the SRIA regarding the use of the open-air beach trolleys in downtown Pensacola. **THE INTERLOCAL AGREEMENT WITH SRIA WILL BE DISTRIBUTED UNDER SEPARATE COVER;** and

B. Approve and authorize the Chairman to sign the Interlocal Agreement between Escambia County, Florida and the Pensacola DIB Relating to Mass Transit Service in Downtown Pensacola, regarding the operations and maintenance of the open-air beach trolleys in downtown Pensacola.

[Funding: Upon approval of the IA between Escambia County and the DIB, the County will be reimbursed for all costs incurred by the DIB for the downtown Pensacola pilot trolley service]

19. Recommendation Concerning the Purchase of Materials for the West Florida Public Libraries - Todd Humble, Library Services Department Director

That the Board authorize the utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1 for the purchase of materials for the West Florida Public Libraries from the following vendors, at the estimated annual amounts detailed below:

Brodart Company	\$200,000
Midwest Tape, LLC	\$96,000

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601]



20. Recommendation Concerning the Issuance of Fiscal Year 2016/2017  
Purchase Orders in Excess of \$50,000, for the West Florida Public Libraries -  
Todd Humble, Library Services Department Director

That the Board approve the issuance of individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the West Florida Public Libraries, as follows:

Blue Arbor, Inc.                      \$355,350

Vendor Number: 023818

Temporary Employment  
Services

Cost Center: 110501

Object Code: 53401

Contract: PD 14-15.041

Dynamic Security Services        \$64,526

Vendor Number: 042841

Security for the Pensacola  
and Westside Libraries

Cost Center: 110501

Object Code: 53401

Contract: PD 15-16.051

American Facility Services,       \$91,312  
Inc.

Vendor Number: 012106

Janitorial Services

Cost Center: 110501

Object Code: 53401

Contract: PD 10-11.049

[Funding: Fund 113, Library Fund, Cost Center 110501]

21. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following October 20, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Cancellation of Residential Rehab Grant Program Liens:

A. Approving the following cancellations of four Residential Rehab Grant Program Liens, as the Grant recipients have met their one year of compliance with the Residential Grant Program:

<b>Property Owners</b>	<b>Address</b>	<b>Amount</b>
Susan H. Herrington	267 Seamarge Lane	\$1,267
Bernard and Dorothy Jacobs	400 Rue Max Avenue	\$1,275
Stella M. Reynolds	2411 North E Street	\$1,450
Edward W. Spainhower and Bobbi Jeanne Miller-Allbaugh	1006 Decatur Avenue	\$2,936

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

22. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following October 20, 2016, 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:

A. Approving the following 11 Residential Rehab Grant Program Funding and Lien Agreements:

- 1 . The Agreements between Escambia County CRA and JC and Ann Beau, owners of residential property located at 215 North Old Corry Field Road, Brownsville Redevelopment District, each in the amount of \$2,645 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;
2. The Agreements between Escambia County CRA and Thomas E. Bosso, owner of residential property located at 504 South 1st Street, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof and install central heating and air conditioning system;
3. The Agreements between Escambia County CRA and Brian M. Curley, owner of residential property located at 3104 West Gadsden Street, Brownsville Redevelopment District, each in the amount of \$1,693 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;
4. The Agreements between Escambia County CRA and Samuel W. Edwards, owner of residential property located at 724 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$3,142 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;
5. The Agreements between Escambia County CRA and Patrick F. Finan, owner of residential property located at 409 Labree Road, Warrington Redevelopment District, each in the amount of \$3,650 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;

6. The Agreements between Escambia County CRA and Jeff C. Kennedy, owner of residential property located at 111 Syrcle Drive, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring and install new windows;

7. The Agreements between Escambia County CRA and Reta A. and Manley P. George III, owners of residential property located at 216 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,200 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

8. The Agreements between Escambia County CRA and John R. Ryan, owner of residential property located at 107 Payne Road, Warrington Redevelopment District, each in the amount of \$3,466 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and electrical rewiring;

9. The Agreements between Escambia County CRA and Kathy L. Saldana, owner of residential property located at 210 Bryant Road, Warrington Redevelopment District, each in the amount of \$3,090 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and replace roof;

10. The Agreements between Escambia County CRA and Terri Stine, owner of residential property located at 12 Nimitz Court, Barrancas Redevelopment District, each in the amount of \$5,682 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install new windows;

11. The Agreements between Escambia County CRA and Joy K. Weirick, owner of residential property located at 4544 Monpellier Road, Palafox Redevelopment District, each in the amount of \$3,388 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, to install new windows; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

23. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements -Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following October 20, 2016, 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 property located at 3740 North Pace Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and LOJ, LLC, owner of commercial property located at 3740 North Pace Boulevard, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$962 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Cost Center 370115, Object Code 58301, for parking lot improvement; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

24. Recommendation Concerning the Issuance of Fiscal Year 2016-2017  
Purchase Orders in Excess of \$50,000, for the Parks and Recreation  
Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2016-2017, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Temporary Employment Services  Fund: 001 (General) Cost Center: 350220 (Recreation) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350224 (Special Events) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Cost Center: 350231 (Equestrian Center) Amount: \$250,000	\$250,000	PD 14-15.041

25. Recommendation Concerning the Notice of Award from the U.S.  
Environmental Protection Agency Gulf of Mexico Program for Bayou Chico  
Water Quality Improvements Project - J. Taylor "Chips" Kirschenfeld, Director,  
Department of Natural Resources Management

That the Board accept and approve the Cooperative Agreement Notice of Award (Grant Number MX-00D43616) from the U.S. Environmental Protection Agency (EPA) Gulf of Mexico Program, in the amount of \$295,500, for a project that will improve water quality in Bayou Chico by installing floating treatment wetlands in Jackson Lake, an upstream tributary connected to Jackson Creek, Bayou Chico, and Pensacola Bay. No County matching funds are required.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$295,500]

26. Recommendation Concerning Approval to Issue Fiscal Year 2016-2017 Purchase Orders Totaling \$50,000 or Greater - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the issuance of eight Fiscal Year 2016-2017 Purchase Orders and/or Blanket Purchase Orders from previously awarded or approved annual requirement Contracts or Contractual Agreements, as provided, for the Human Resources Department.

[Funding: Fund 501, Worker's Compensation, Health and Life Funds]

27. Recommendation Concerning the Renewal of the Operations and Maintenance Agreement with LFG Technologies, Inc. - Patrick T. Johnson, Waste Services Department Director

That the Board approve the annual renewal of the Operations and Maintenance Agreement, between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., as previously amended and approved by the Escambia County Board of County Commissioners.

[Funding: Fund 401, Solid Waste, Cost Center 230308, Object Code 53401]

### III. For Discussion

1. Recommendation Concerning an Appointment to the Escambia County Value Adjustment Board - Jack R. Brown, County Administrator

That the Board appoint one of the following individuals to the Escambia County Value Adjustment Board to serve a one-year term, effective, October 20, 2016, through October 19, 2017, to replace Gregory P. Farrar, who resigned:

A. Joseph J. Leccese; or

B. Richie L. Faunce.

A General Alert was posted on the County's Website from October 6, 2016, to October 13, 2016, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB).

Mr. Richie L. Faunce has expressed his interest in serving on the VAB. Mr. Joseph J. Leccese is Commissioner Robinson's nominee.



## **COUNTY ATTORNEY'S REPORT**

### I. For Information

1. Recommendation Concerning *Joel Havener, et al. v. First American Title Insurance Company, et al.*, Case No. 2013 CA 001041.

That the Board accept the informational report concerning *Joel Havener and Mary Jane Havener v. First American Title Insurance Company, Rose Linda Fussell, Nathan Swafford, Ranae Lynn Stewart, REO Exit Realty NFI, Lydia Davis, Horizon Properties of Pensacola, Inc. d/b/a Remax Horizons Realty* (Case No. 2013 CA 001041).

18. Items added to the agenda.

19. Announcements.

20. Adjournment.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11215

Proclamations 6.

#### BCC Regular Meeting

Meeting Date: 10/20/2016

Issue: Adoption of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

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#### **RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation congratulating and wishing Reverend Epps happy birthday on her 65th birthday and commending her for all of her contributions to her community; and

B. The Proclamation proclaiming the month of October 2016 as "National and Florida Manufacturing Month" in Escambia County and urging all citizens to join in recognizing the value of our manufacturers and the importance they serve in our county, region, state, and the nation.

#### **BACKGROUND:**

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:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Proclamations

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## **PROCLAMATION**

**WHEREAS**, parents of more than 15,000 children will hear the words, "Your child has cancer" this year; and

**WHEREAS**, everyday 43 children are diagnosed with cancer; and

**WHEREAS**, one out of eight children diagnosed with cancer will die; and

**WHEREAS**, cancer is the number-one cause of death by disease in children; and

**WHEREAS**, children's cancers affect all ages, ethnic groups, gender and socio-economic groups.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby recognizes September 2016 as the International Childhood Cancer Awareness Month by "Going Gold" and encourages citizens, schools and businesses to help spread awareness for our children by displaying gold ribbons, the international symbol for Childhood Cancer Awareness, during the month of September.

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

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*Grover C. Robinson, IV, Chairman  
District Four*

*Wilson B. Robertson, Vice Chairman  
District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

*Steven Barry, District Five*

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

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*Deputy Clerk*

**Adopted: September 22, 2016**

## **PROCLAMATION**

**WHEREAS**, in 2009 Mr. James Pasquale and Ms. Reneda Cross founded the Pensacola Beach Songwriters Festival to foster and encourage "off-season" tourism to Pensacola Beach and to promote songwriters of various music genres; and

**WHEREAS**, the Songwriters Festival is now recognized internationally and has grown from a weekend event in 2009 to a week- long event; and

**WHEREAS**, festivals are known to center around and celebrate unique aspects of the community and to encourage citizens and tourists to celebrate the diverse history and culture of the region in a festive atmosphere; and

**WHEREAS**, the Escambia County community embraces this celebration and welcomes participants to enjoy the hospitality of our region; and

**WHEREAS**, the 8th Annual Pensacola Beach Songwriters Festival will be held on Pensacola Beach on September 28 through October 2, 2016; and

**WHEREAS**, this event provides a variety of live, original, singer/songwriter concerts that showcase the creative musical talent, diversity, and inspiration of the singer/songwriters and will allow all participants to share in the excitement of music.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County proclaims the week of September 28 through October 2, 2016, as a week to celebrate the 8th Annual Pensacola Beach Songwriters Festival and urges all citizens and visitors to join in the celebration.

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

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*Grover C. Robinson, IV, Chairman  
District Four*

*Wilson B. Robertson, Vice Chairman  
District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

*Steven Barry, District Five*

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

---

*Deputy Clerk*

**Adopted: September 22, 2016**

## **PROCLAMATION**

**WHEREAS**, the safe use of hazardous materials is essential to citizens, business, industry, and local governments to maintain economic stability and the public health; and

**WHEREAS**, the Emergency Planning and Community Right-to-Know Act (EPCRA) was passed in 1986 in response to concerns regarding the environmental and safety hazards posed by the storage and handling of toxic chemicals; and

**WHEREAS**, the West Florida Local Emergency Planning Committee (LEPC) recognizes the importance of protecting our communities from both accidental and deliberate releases of hazardous materials and joins the State Emergency Response Commission, and Florida's nine other LEPCs in carrying out state and federal duties to publicly promote statewide hazardous materials safety; and

**WHEREAS**, it is essential to increase community preparedness so that both public-sector and private-sector employees know how to safely protect themselves and those for whom they are responsible during an accidental or deliberate release of hazardous materials; and

**WHEREAS**, the LEPC offers awareness level hazardous materials emergency response training for firefighters, law enforcement, and other public safety personnel as well as Shelter-in-Place presentations to community groups, businesses, schools, and the general public as a means of increasing safety in the event of a release; and

**WHEREAS**, citizens need to know that emergency responders, emergency management, all levels of Government, schools, and businesses are working together to ensure that our communities are as prepared as possible to protect all citizens from both accidental and deliberate releases of hazardous materials.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby honors October 2016 as the 30 year anniversary of the EPCRA Act throughout the County, to heighten public recognition of efforts to safeguard the community from hazardous materials and to acknowledge the unique public participation component of the program.

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

---

Grover C. Robinson, IV, Chairman  
District Four

Wilson B. Robertson, Vice Chairman  
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

---

Deputy Clerk

**Adopted: September 22, 2016**



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11214

Written Communication 7.

**BCC Regular Meeting**

**Meeting Date:** 10/20/2016

**Issue:** Written Communication - County Mineral Rights in a Portion of Property Located at 111 S. Devilliers Street

**From:** Alison Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

October 12, 2016 - Communication from Attorney Kristen Marks, requesting the Board to convey its retained mineral rights in a portion of property located at 111 S. Devilliers Street.

**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



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### **Attachments**

Email Dated Oct. 12 2016 from Attorney Kristen Marks

Parcel 3.111 S. Devilliers St.

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**From:** [Alison Rogers](#)  
**To:** [Alison A. Rogers](#)  
**Cc:** [Dianne C. Simpson](#)  
**Subject:** Fwd: Andrew & Kristen Marks purchase of 111 S. DeVilliers St.  
**Date:** Wednesday, October 12, 2016 8:27:12 PM  
**Attachments:** [Parcel 3.111 S DeVilliers sale.pdf](#)  
[ATT00001.htm](#)

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Sent from my iPhone

Begin forwarded message:

**From:** "Kristen Marks, My Pink Lawyer" <[kristen@mypinklawyer.com](mailto:kristen@mypinklawyer.com)>  
**Date:** October 12, 2016 at 5:40:38 PM CDT  
**To:** [alisonrogers@myescambia.com](mailto:alisonrogers@myescambia.com), Rogers Alison <[aliperdue@yahoo.com](mailto:aliperdue@yahoo.com)>  
**Subject:** Andrew & Kristen Marks purchase of 111 S. DeVilliers St.  
**Reply-To:** [kristen@mypinklawyer.com](mailto:kristen@mypinklawyer.com)

Hi, Alison. Andrew and I are purchasing through our LLC, Knot at Work Investments, LLC, the commercial property located at 111 S. DeVilliers St. near the ballpark. We will be moving our law practice to this location. Closing is scheduled for November 1st.

The contract is for the purchase of 3 parcels:

Parcel 1: 00-0S-00-9070-014-003

Parcel 2: 00-0S-00-9070-145-003

Parcel 3: 00-0S-00-9070-142-003

Apparently the Seller acquired both parcels 2 & 3 from tax deed sales from the County. Both parcels are valued at 0 by the property appraiser. Those are tiny parcels of "scrub land" with no structures. It is overgrown with weeds, scrub brush, etc.

When the County deeded Parcel 3 to the seller, Joe Edmisten, the County reserved some mineral rights on the parcel.

We are using as a part of our financing an SBA loan to purchase the parcels. The title commitment obtained by Richard Turner at Whibbs & Stone includes an exception for the mineral rights reserved by the County. The SBA will not allow any exceptions to the title. Our closing is scheduled for November 1st and it has just come to everyone's attention that the reserved mineral rights by the County on Parcel 3 will hold up our closing.

It is my hope that you are able to help us get on the agenda for the next County Commission meeting scheduled for October 20th to see if the County is willing to deed its reserved mineral rights on Parcel 3 back to the owner, the current seller,

Joe A. Edmisten, so that the exception on our title commitment can be removed and the SBA will move forward with our loan closing scheduled for November 1st.

I have attached copies of relevant documents that I think you will find helpful. Thank you for any assistance you can provide us in the matter. Andrew and I look forward to hearing back from you. Feel free to call us on our cell phones as time is of the essence:

Andrew: 850-232-1396

Kristen: 850-637-6871

**Kristen Marks**

*Attorney, My Pink Lawyer®*

Office: 850.439.1191

Toll-Free Fax: 888.439.1191

[www.MyPinkLawyer.com](http://www.MyPinkLawyer.com)

101 E. Government St.

Pensacola, FL 32502

Florida Wills-Trusts-Estates-Guardianships

**In my ongoing effort to provide exceptional service to my clients, I will only be responding to emails twice daily. Thanks for your patience.**

**Kristen Marks**

*Attorney, My Pink Lawyer®*

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Pensacola, FL 32502

Florida Wills-Trusts-Estates



logo



**In my ongoing effort to provide excellent service to my clients, I will only be checking & responding to emails twice daily. Please be patient.**

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION:	Office building and related site improvements.
LOCATION OF PROPERTY:	The subject building is located at 111 S. Devilliers Street in Pensacola, Florida 32502.
OWNERSHIP:	Joe A. Edmisten 1612 La Rua Street Pensacola, FL 32501  Edmisten & Associates 1300 W Government Street Pensacola, FL 32502  Capax Development LLC 111 S Devilliers Street, Suite A Pensacola, Florida 32502
PURPOSE OF APPRAISAL:	To obtain an opinion of the fee simple market value of the subject property as of a current date.
PARCEL NUMBER:	00-0S-00-9001-001-050, 00-0S-00-9070-145-003, & 00-0S-00-9070-142-003 <i>Parcel 3</i>
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate
DATE OF VALUATION:	June 6, 2016
DATE OF INSPECTION:	June 6, 2016
DATE OF REPORT:	June 22, 2016
ZONING:	C-2, Commercial Zoning District (City of Pensacola)
FUTURE LAND USE:	B., Business District (City of Pensacola)
ASSESSED VALUE (YEAR 2015):	\$238,165
PROPERTY TAXES (YEAR 2015):	\$4,573.07
LAND AREA:	20,216-SF
IMPROVEMENTS:	The subject site is improved with a two story office building containing, 3,952-SF of gross building area, and related site improvements.
HIGHEST AND BEST USE:	General office use

## ASSESSMENT AND TAXES

The subject property is assessed by the Escambia County Property Appraiser's Office under property reference numbers, 00-0S-00-9070-014-003, 00-0S-00-9070-145-003 and 00-0S-00-9070-142-003. The subject property is assessed to three different entities as follows: CAPAX Development LLC whose address is 111 S DeVilliers Street, Pensacola, FL 32502, Joe A. Edmisten 1612 E La Rua Street, Pensacola, FL 3201 and Edmisten and Associates 1300 W Government Street, Pensacola, FL 32502. It is noted that CAPAX Development LLC was acquired by Edmisten and Associates on June 28, 2010, via a merger recorded in the public records of Escambia County.

The 2015 assessment and taxes are summarized in the table below:

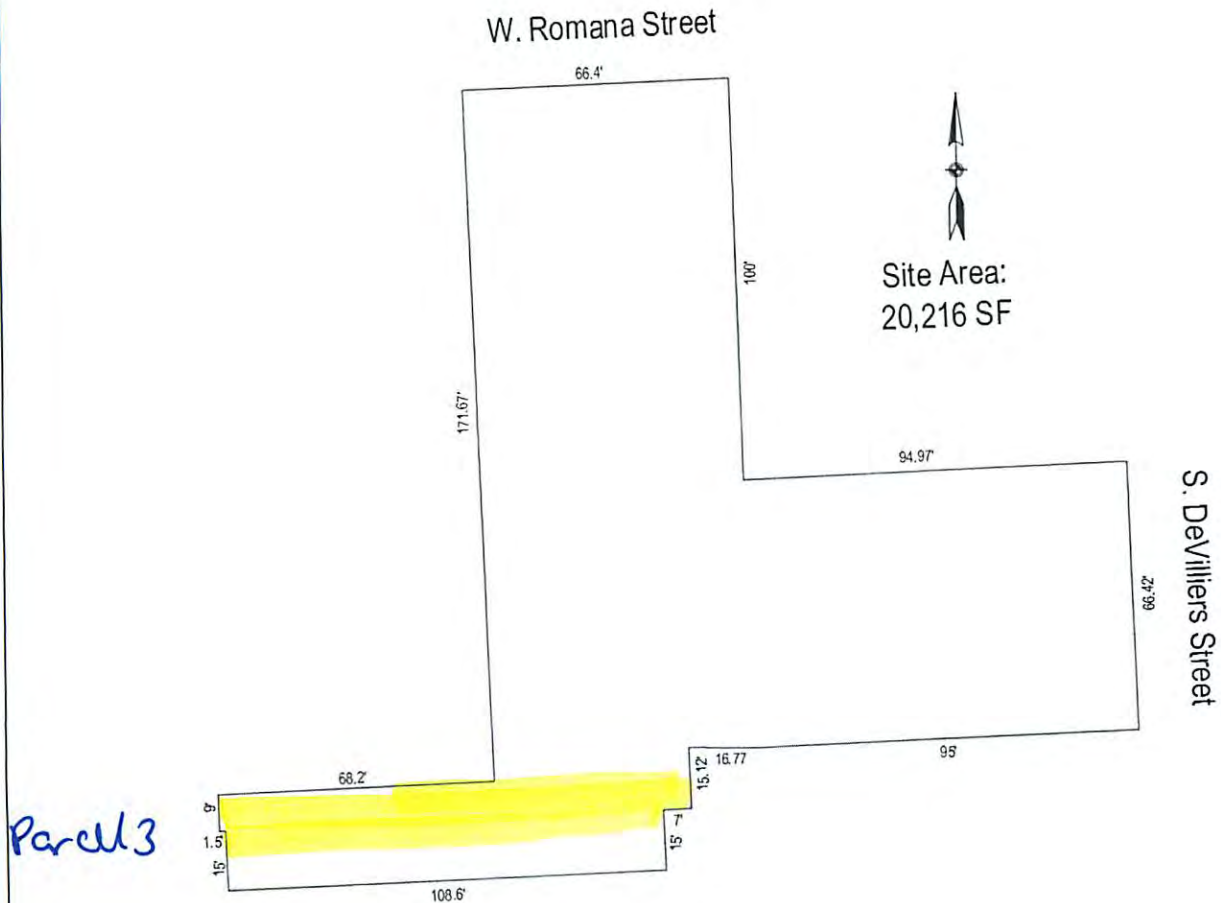
2015 ASSESSMENT AND TAXES				
Parcel	Building	Land	Total Assessment	Taxes
00-0S-00-9070-014-003	\$204,702	\$33,461	\$238,163	\$4,573.07
00-0S-00-9070-145-003	\$0	\$1	\$1	\$0.00
00-0S-00-9070-142-003	\$0	\$1	\$1	\$0.00
Total	\$204,702	\$33,463	\$238,165	\$4,573.07

Parcel 3

The total 2015 assessment for the subject property is \$238,165, of which \$33,463 is allocated to the land and \$204,702 is allocated to the improvements. We are not aware of any special exemptions related to the property.



# SKETCH OF SUBJECT SITE



Due to ambiguity of the legal description and a survey of only a portion of the subject property, we have relied on assessment information for our identification of the subject property. We have endeavored to accurately depict the subject site based on assessment information and assume the site as described in this report is accurate.

## An aerial photograph of a residential neighborhood. A yellow arrow points to a property labeled 'SUBJECT' in a yellow box. The property is located on the corner of W. ROMANA ST. and S. GOWAN ST. Other streets visible include W. HILARY ST. to the north, W. INNERARY ST. to the south, S. BOYLE ST. to the west, and S. SCOTT ST. to the east. A large industrial building is visible in the upper left, and a large parking lot is visible in the lower right. The area is divided into many small residential lots, some with houses and others with trees or bare ground. A yellow box with the text 'SUBJECT' is placed over one of the residential lots. The text 'CA096' is visible in the upper left, and 'CA097' is visible in the lower left.







# Chris Jones Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations
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[Back](#)

← Navigate Mode ☒ Account ☐ Reference →

[Printer Friendly Version](#)

General Information		Assessments				
<b>Reference:</b>	000S009070142003	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	151958000	2016	\$1	\$0	\$1	\$1
<b>Owners:</b>	EDMISTEN & ASSOCIATES	2015	\$1	\$0	\$1	\$1
<b>Mail:</b>	1300 W GOVERNMENT ST PENSACOLA, FL 32502-5315	2014	\$1	\$0	\$1	\$1
<b>Situs:</b>		<a href="#">Disclaimer</a>				
<b>Use Code:</b>	VACANT COMMERCIAL	<a href="#">Amendment 1/Portability Calculations</a>				
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS					
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>					
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector						

Sales Data		2016 Certified Roll Exemptions				
<b>Sale Date</b>	<b>Book Page Value Type</b>	<b>Legal Description</b>				
		BEG ON S LI OF BLK 2 120 FT 6 IN W OF DEVILLIERS ST N 165 FT FOR BEG W 108 FT 6 IN N 15 FT E 108 FT 6 IN S 15 FT TO...				
		<b>Extra Features</b>				
		None				

Parcel Information [Launch Interactive Map](#)

**Section Map Id:**  
CA097

**Approx. Acreage:**  
0.0374

**Zoned:**  
C-2

**Evacuation & Flood Information**  
[Open Report](#)



[View Florida Department of Environmental Protection \(FDEP\) Data](#)

**Buildings**

Images

None



This document was prepared by:  
Stephen G. West, 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 5<sup>th</sup> day of March, 2012, 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 Edmisten & Associates, a Florida general partnership, whose address is 111-A South Devilliers Street, Pensacola, Florida 3502 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Two Hundred Two Dollars and Fifty Cents (\$202.50), 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:

See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2012 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.

GRANTOR RESERVES an undivided  $\frac{3}{4}$  interest in, and title in and to an undivided  $\frac{3}{4}$  interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided  $\frac{1}{2}$  interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

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

Wilson B. Robertson  
Wilson B. Robertson, Chairman

Ernie Lee Magaha  
Clerk of the Circuit Court



## EXHIBIT A

That certain land in Escambia County, Florida, in Sections 43 and 44, Township 2 South, Range 30 West, more particularly described as follows:

Begin on S line of Block 2, 120.6 ft. W of Devilliers St., N 165 ft. for point of beginning, W 108.6 ft., N 15 ft., E 108.6 ft., S 15 ft. to beginning, part of Blocks 2-3, Donelson Tract, according to the map of the City of Pensacola, copyrighted by Thomas C. Watson in 1903.

Reference Number: 00-0S-00-9070-142-003

Account Number: 15-1958-000



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11179

Public Hearings 9.

#### **BCC Regular Meeting**

**Meeting Date:** 10/20/2016

**Issue:** 5:31 p.m. Public Hearing to Consider Adoption of the Ensley Redevelopment Area Plan

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

#### **RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting the Ensley Redevelopment Area Plan.

Recommendation: That the Board adopt the Ensley Redevelopment Area Plan, as requested by the Community Redevelopment Agency.

#### **BACKGROUND:**

On December 11, 2014, the Escambia County Board of County Commissioners adopted a Resolution (R2014-146) creating the Ensley Redevelopment District.

On October 20, 2016 at 9:00 a.m., a CRA meeting was convened to recommend to the Board to conduct a Public Hearing at 5:31 p.m., to consider adoption of the Ensley Redevelopment Area Plan. A copy of the Plan is attached.

#### **BUDGETARY IMPACT:**

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Plan has been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

#### **PERSONNEL:**

No additional personnel is necessary to carry out this process.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Conducting a Public Hearing to consider adoption of the Ensley Redevelopment Area Plan is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

The CRA solicited input from residents and business owners in the Ensley area by conducting a series of four monthly public community meetings in October - December 2015, and January 2016. Upon adoption of the Plan by the Board, the CRA will continue to work with residents, neighborhood associations, and area businesses in implementing the plan.

---

**Attachments**

Ensley Redevelopment Plan OCT2016

Legal Stamp PB Minutes Ensley Plan

---





ENSLEY CHIEFS. PHOTO CREDIT: ENSLEY YOUTH SPORTS ASSOCIATION

# ENSLEY REDEVELOPMENT PLAN

Escambia County  
Community Redevelopment Agency  
Neighborhood & Human Services Department

Adopted [MONTH] 2016

DRAFT

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## CHAPTER 1: OVERVIEW

### PLAN CONTENT AND ORGANIZATION

The Community Redevelopment Act of 1969 was enacted to provide local governments within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers to this agency such as the power to designate certain areas as: slum or blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The Redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the district. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the Area. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F.S. 163.361.

On December 11, 2014, the Board of County Commissioners designated Ensley as a Redevelopment Area finding that it was blighted and the area had a shortage of affordable homes for low- and moderate-income households. This designation was necessary in the interest of public health, safety, morals and welfare of the residents in order to eliminate, remedy, and prevent conditions of blight. This Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the Ensley Redevelopment Area and is written in compliance with Florida Statutes Part III, Chapter 163.

The Ensley Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the Escambia County Community Redevelopment Agency and area residents and community leaders. The intent of the Redevelopment Plan is to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the Ensley Redevelopment Area. Each of the planning initiatives contained herein involved a series of community workshops and meetings designed to create a unified vision for Ensley. The stakeholder-driven planning process integrates several objectives: Enhance the physical environment; preserve residential character; support commercial activity; introduce a diverse mix of uses along primary corridors; pursue new development opportunities; create a community focal point to foster positive change in the area's core; improve the pedestrian environment; and overcome the obstacles to economic development.

To be useful as a long-term redevelopment guide, the Redevelopment Plan must be flexible to accommodate unanticipated changes and should be monitored closely and updated to reflect changes in the economy, public concerns and private sector development opportunities.

The Redevelopment Plan is a comprehensive resource for community leaders and stakeholders engaged in reshaping the social, economic, and physical form of Ensley. Future actions targeted in this area are anticipated to follow the recommendations of the Redevelopment Plan through continued discussions with residents, community stakeholders, and County agencies.



Starting with Chapter 1, Overview, the Ensley Redevelopment Plan consists of five chapters and a set of appendices.

## **CHAPTER 2: INVENTORY & ANALYSIS**

This chapter presents a summary of existing conditions, including existing land uses, zoning districts, future land uses designations, demographic profile, housing conditions, and neighborhood identity and aesthetics. The summary of inventory results employs data generated by past studies from the Escambia County Community Redevelopment Agency, the Escambia County Property Appraiser GIS database, the 2010 U.S. Census, and University of West Florida's Haas Center for Business Research and Economic Development.

## **CHAPTER 3: CONCEPT PLAN**

The information generated from the inventory, analysis, and the public involvement phases is the foundation for the recommendations contained in Chapter 3. This chapter details action strategies based on established objectives, providing guidelines for sound development and redevelopment of properties in Ensley.

## **CHAPTER 4: CAPITAL IMPROVEMENTS**

This chapter identifies projects that can be pursued in the short-term, mid-term, and long-term. It also includes anticipated costs for the proposed improvements and funding sources to assist the CRA with budgeting and financial planning.

## **CHAPTER 5: PROJECT IMPLEMENTATION**

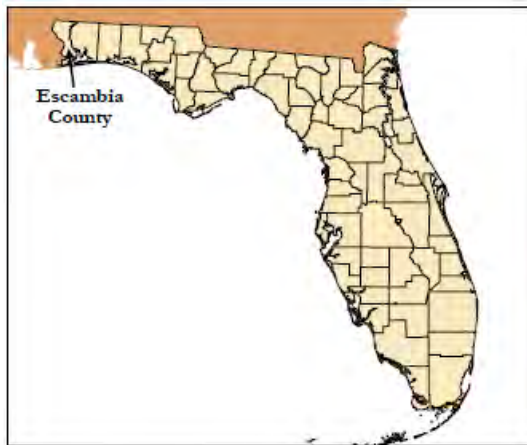
This chapter presents the organizational framework and financial strategies that will be required for successful implementation of the Redevelopment Plan. It defines the roles and responsibilities that should be undertaken by the various agencies and stakeholders that are involved in shaping the future development of the Ensley Redevelopment Area.

## **APPENDICES**

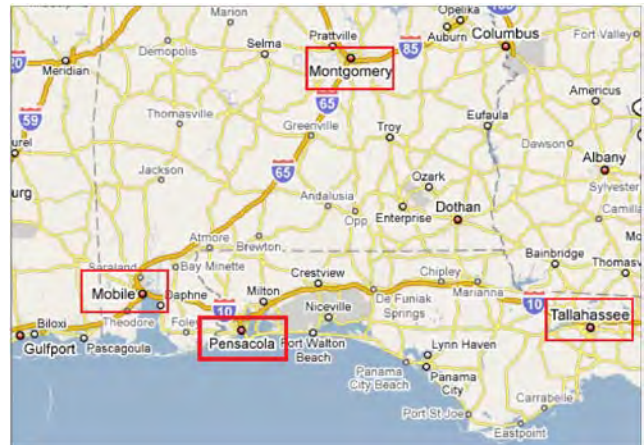
Five appendices conclude the Redevelopment Plan: A) Public Workshops documentation; B) Statutory Requirements; C) Tax Increment Financing; D) Resolution R2014-146 authorizing the Ensley Redevelopment Area; and E) a map of the Proposed ECUA Sewer Expansion Area.

## INTRODUCTION & GEOGRAPHIC CONTEXT

Ensley Redevelopment Area represents one of multiple unincorporated districts of Escambia County and contains 32 platted neighborhoods, including: Chemwood, Hope Manor, Calvert Oaks, Airway Oaks and Mazurek Plantation. The 456-year-old city of Pensacola, around which Escambia County developed, is the closest urban entity to Ensley, and the westernmost city of the Florida Panhandle (Fig. 1.1), the location of a large U.S. naval air station, and a tourist destination for residents of Louisiana, Alabama, and Mississippi. Pensacola's long and rich history as a trading center occupied by settlers under no fewer than five different flags since the 1550s and its unique white sand beaches have made the city today a popular destination for tourists, which the city capitalizes on by way of its numerous festivals year-round that draw visitors from all areas within Pensacola's vicinity. Although not a particularly large economic draw, Pensacola's visitors traveling south on U.S. Highway 29 pass through Ensley on the way to Pensacola and Escambia County's beaches.



**FIGURE 1.1: MAP SHOWING ESCAMBIA COUNTY'S LOCATION IN FLORIDA.** ESCAMBIA COUNTY GIS



**FIGURE 1.2 PENSACOLA'S REGIONAL CONTEXT.** GOOGLE MAPS

The southern part of Escambia County is served by Interstate 10 and the Interstate 110 spur that leads south to downtown Pensacola. This metro area is 50 miles east of Mobile, Alabama, 200 miles west of Tallahassee, and 165 miles south of Montgomery, Alabama—the three largest cities in the vicinity of Pensacola (see Fig. 1.2). Commercial air traffic in the Pensacola and greater northwest Florida area is handled by Pensacola Regional Airport.

As elsewhere in the Florida Panhandle, Escambia County's overall growth in the postwar period has been significantly aided by tourism, even while naval and air force operations continue to support and define much of the character of the Panhandle coast. While the beaches and historic downtowns have prospered, many other areas, particularly in the unincorporated parts of the county, have started to face challenges in economic and residential growth. In 1995, Escambia County established a community redevelopment agency in order to provide direction for urban revitalization and future growth. Since then, a total of nine redevelopment areas were designated for unincorporated parts of the county, including Ensley. These redevelopment areas focus on historic urban residential and commercial centers in Escambia County.

## REDEVELOPMENT AREA BOUNDARY

The Ensley Redevelopment Area (Fig. 1.3) is bounded by E. Nine Mile Road to the north, Alabama and Gulf Coast Railroad to the west, Interstate 10 to the south along the east side of the industrial subdivision at Sears Boulevard, Olive Road to the south and Cody Lane/Jernigan Road to the east. The total area comprises 2,437.49 acres and is composed of more than 32 neighborhoods.

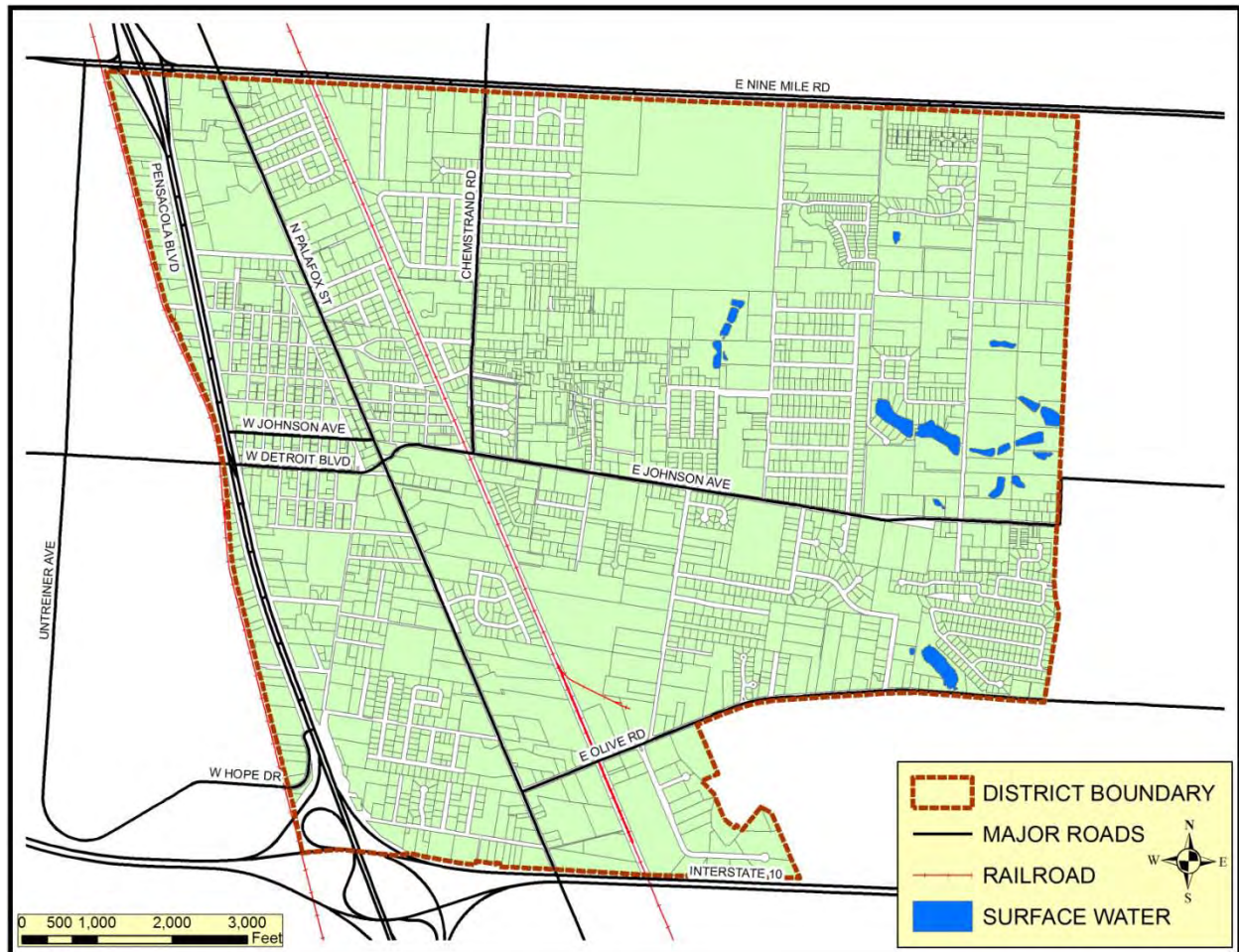


FIG. 1.3: ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS



As one of Escambia County's nine community redevelopment areas, Ensley is situated immediately north of the Oakfield CRA (below Interstate 10) and approximately 4.5 miles south of the Cantonment CRA (Fig. 1.4). The remaining county CRA redevelopment areas are situated further south, located to west of the City of Pensacola.

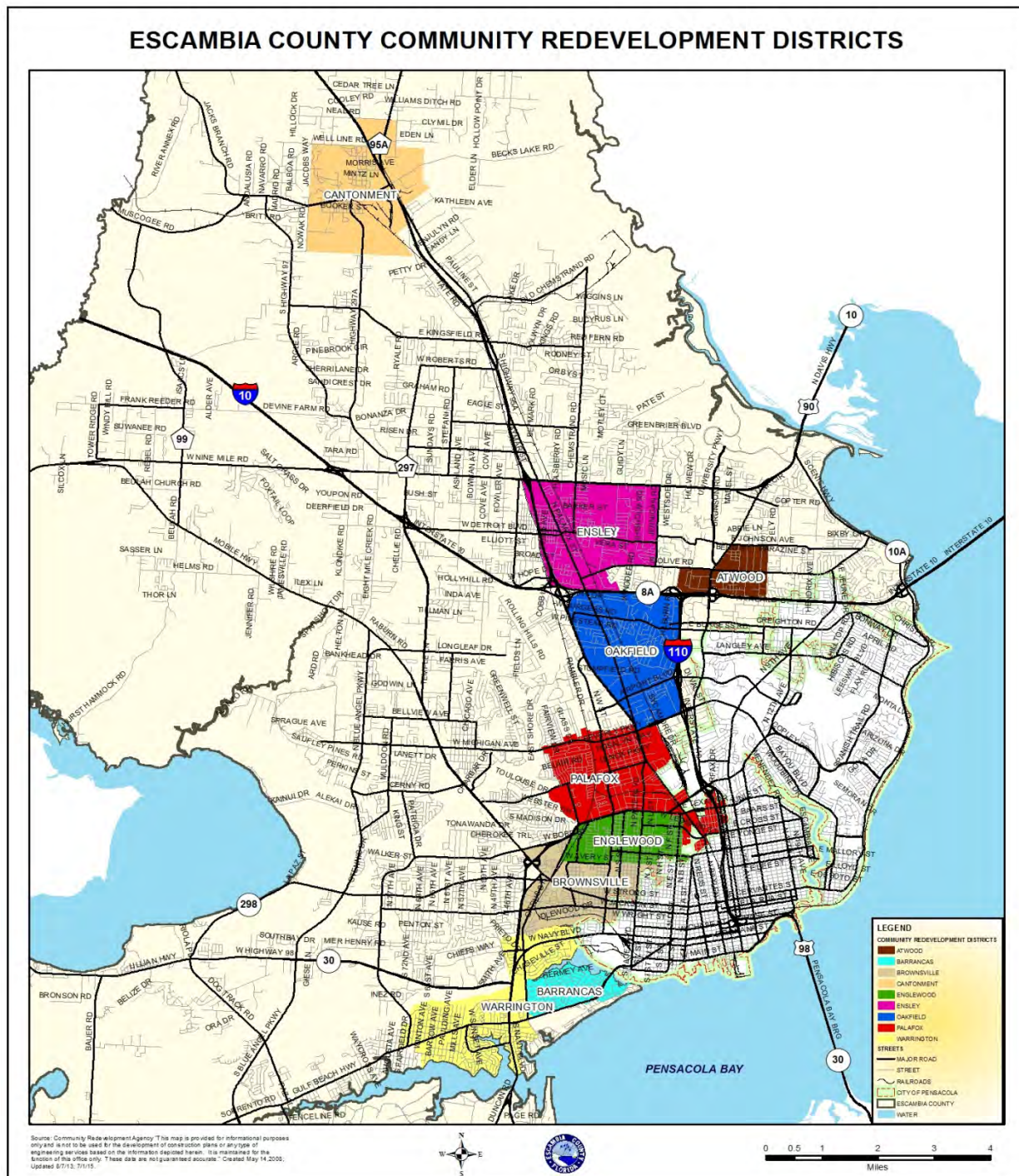


FIG. 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT AREAS. ESCAMBIA COUNTY GIS

## CHAPTER 2: INVENTORY AND ANALYSIS

### EXISTING LAND USE

The Ensley Redevelopment Area is composed of 2,959 parcels across 2,069 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 53% of total land use), **Commercial** (approximately 15%), **Vacant** (approximately 13%), **Industrial** (approximately 4%), and **Institutional** (approximately 3%). Other land uses, such as: conservation, parks, public properties and utilities comprise the remaining 11% of land uses identified in the Redevelopment Area. A more detailed description of these land uses follows below.

Land Use Type	Acreage	Percent
Residential	1099.21	53.13%
Single-Family Detached	879.26	42.50%
Single-Family Attached	23.87	1.15%
Multi-Family Residential	22.13	1.07%
Mobile Home Park	22.95	1.11%
Mobile Home	151	7.30%
Commercial	305.85	14.78%
Industrial	85.01	4.11%
Institutional	68.7	3.32%
Conservation	12.14	0.59%
Parks	88.42	4.27%
Public	82.02	3.96%
Utilities	49.72	2.40%
Vacant/Undeveloped	277.94	13.43%
<b>Total</b>	<b>2,069.01</b>	<b>100%</b>

TABLE 2.1: EXISTING LAND USES IN THE REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

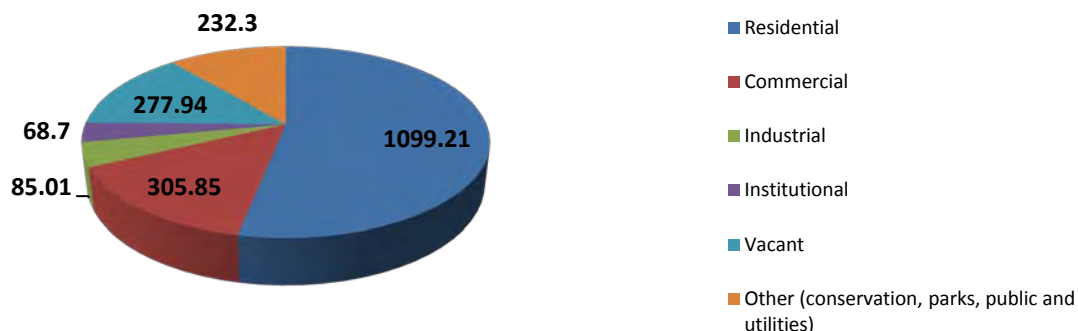


FIGURE 2.1: DISTRIBUTION OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

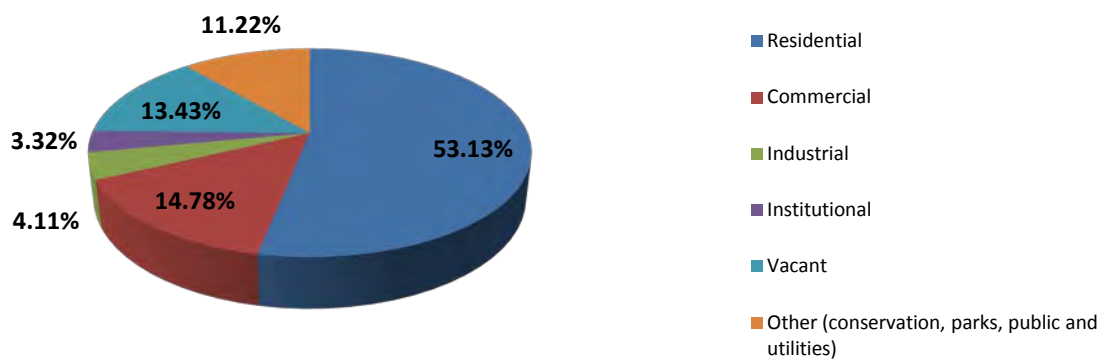


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENTAGE OF TOTAL ACRES. ESCAMBIA COUNTY GIS



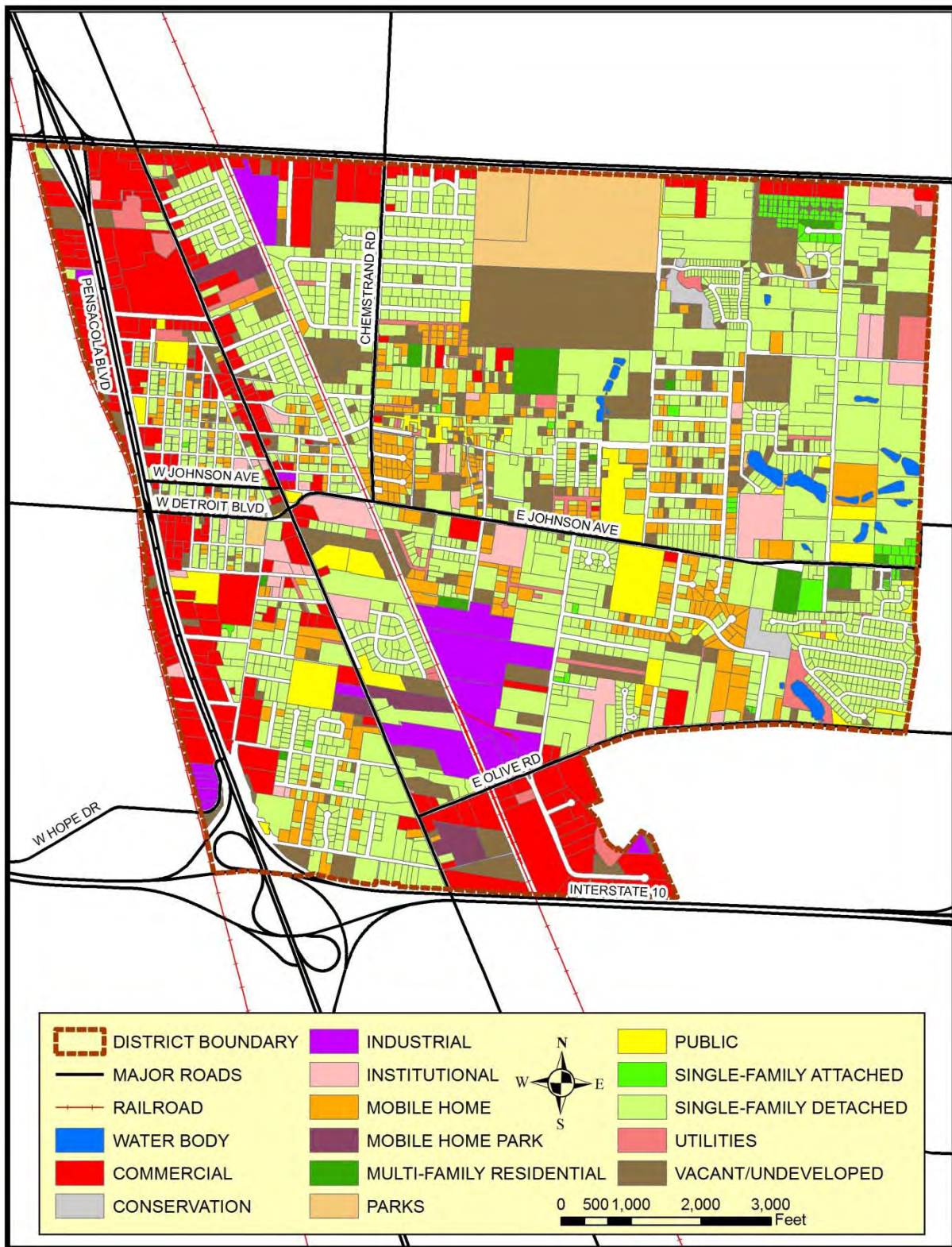


FIGURE 2.3: EXISTING LAND USE IN THE ENSLEY REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

## RESIDENTIAL

Of the 1,099.21 acres of residential land, single-family homes account for 903.13 acres, or 43.65% of the total residential acreage of the Redevelopment Area. Single-family residential uses account for a total of 1,792 parcels, or 60.56% of the total number of parcels in the Redevelopment Area. This is by far the most dominant land use type in the Redevelopment Area. Comprising 151 acres (7.3% of the district), mobile homes on individual parcels are the second most common residential use in Ensley.

At a much smaller fraction of residential land use are the other residential types – multi-family (22.13 acres over 16 parcels) and mobile home parks (2.9 acres over 4 parcels). Their combined share of acreage is approximately 2.18% of the residential acreage of the Redevelopment Area.



RESIDENTIAL HOMES, ENSLEY REDEVELOPMENT AREA. PHOTO CREDIT: CRA STAFF

## COMMERCIAL

The second-largest land use contingent occupies 305.85 acres, or 14.78% of the total Redevelopment Area acreage, covering 254 parcels. These uses are located primarily along the commercially-oriented U.S. Highway 29, E. Nine Mile Road, N. Palafox Street corridors. Smaller concentrations of commercial uses are also found along E. Olive Road and E. Johnson Avenue.

Ensley's two major commercial corridors (U.S. Highway 29 and E. Nine Mile Road) are vibrant and well-travelled. Big Box stores are highly-visible and anchor local shopping centers. Unique local restaurants, shops and services round out the commercial offerings along the corridors. North Palafox Street also is a mixed-commercial corridor that is primarily dominated by automotive sales, repair, and parts mixed with scattered institutional and residential uses.

In Ensley, commercial uses are generally stable with many local businesses remaining in place for generations. Ensley's geographic location north of Pensacola serves both the suburban clientele of those who consider themselves living in 'North Pensacola' as well as the more rural residents who live in Gonzalez, Cantonment, Quintette and Molino. Escambia County's rural residents are likely to shop in Ensley as it is the northern most commercial area in the county and it is more convenient for those living in north Escambia to travel to Ensley rather than driving further south into Pensacola.

Sears Boulevard is a concentration of light industrial commercial companies: Sears Parts Direct, Golden Flake Snack Foods, Logistic Services International, Gulf Ice Systems, GraniteWorx Pensacola, American Tire Distributors, and Stone Age Custom Flooring.





**COMMERCIAL USES, ENSLEY CRA.** PHOTO CREDIT: GOOGLE MAPS

## VACANT USES

As a testament to the redevelopment potential of the area, Ensley's third largest land use category is vacant or undeveloped land. Approximately 13.43% of the redevelopment area consisting of 277.94 acres across 344 parcels is undeveloped. In Ensley, most of the vacant properties are smaller in size and scattered throughout the Redevelopment Area.

Vacant structures and abandoned lots are strong indicators of economic distress and lead to deterioration of the physical environment and are detrimental to the investment image of the community. The presence of vacant and underutilized buildings contributes both as an opportunity and a liability for redevelopment. Vacant parcels of considerable size can be assembled to support significant adaptive reuse of underutilized and deteriorating buildings.

The largest undeveloped parcel in the Redevelopment Area is 69.46 acres and is presently in the initial stages of development approval. The owner-developer of the site is seeking to develop the site with 70 single family lots and nearly 500 apartment units.



**VACANT PROPERTIES, ENSLEY CRA.** PHOTO CREDIT: GOOGLE MAPS

## PARKS, PUBLIC USES AND UTILITIES

The fourth largest use in the Redevelopment Area is parks, public uses and utilities. Public uses in Ensley, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such as schools, stormwater detention areas, and government buildings like the Escambia County Health Department's Northside Service Center located on N. Palafox Street. Public uses consist of 36 parcels, spanning 82.02 acres, representing 11.22% of the Redevelopment Area.



The Ensley Redevelopment Area has two parks. John R. Jones Jr. Athletic Park is an 80+ acre park with 12 youth baseball fields, a football field, covered pavilion, playground, security lights and picnic area. Partnerships with the Youth Association of Northeast Pensacola and the Ensley Chiefs Football Association provide sports programming for the young athletes in the Ensley area. This facility is also home to the Adult Softball Complex which has four 300-foot fields with 12-foot fences and covered dugouts. Old Ensley School Park is a 1.5 acre neighborhood park with a covered pavilion, playground, walking path, security lights, benches, grills and a picnic area.



JOHN R. JONES JR. ATHLETIC PARK, ENSLEY CRA. PHOTO CREDIT: CRA STAFF

## **INDUSTRIAL**

Industrial uses make up a small portion (4.11%) of the Redevelopment Area. Nearly all of the industrial land uses in Ensley are located along the one of the two rail corridors that run through the Redevelopment Area. The largest groupings of industrial parcels in Ensley are located north of Olive Road and are associated with development of construction and building materials. Argos, USA located at 100 E. Olive Road provides ready mix cement products to the greater Pensacola area. Bonsal American, located at 150 E. Olive Road is a supplier of aggregates, asphalt, ready mixed concrete and construction and paving services.



**INDUSTRIAL PROPERTIES, ENSLEY CRA.** PHOTO CREDIT: GOOGLE MAPS



## **INSTITUTIONAL**

Institutional use in the Redevelopment Area occupies only 68.7 acres, which is 3.32% of the land of the Redevelopment Area. This land use category has a total of 36 parcels, which represents 1.22% of total parcels of the Redevelopment Area. Institutional uses are generally churches or church-owned properties.



**INSTITUTIONAL USES, ENSLEY CRA.** PHOTO CREDIT: GOOGLE MAPS



## **CONSERVATION**

Conservation land represents the smallest land use category with only 12.14 acres (0.59%) of the Redevelopment Area. The conversation designation is given to lands with high environmental sensitivity to development. Protected wetlands are often in this category.



## FUTURE LAND USE & COMPREHENSIVE PLAN

The Escambia County Comprehensive Plan is a guiding document that sets forth goals, objectives, and policies that help define the character, rate of growth, and timing for future development in the County. It also corresponds with the County's future land use map (Fig. 2.4) that identifies almost all of the Ensley Redevelopment Area as a candidate for mixed-use urban redevelopment with strip commercial and industrial development along established corridors.

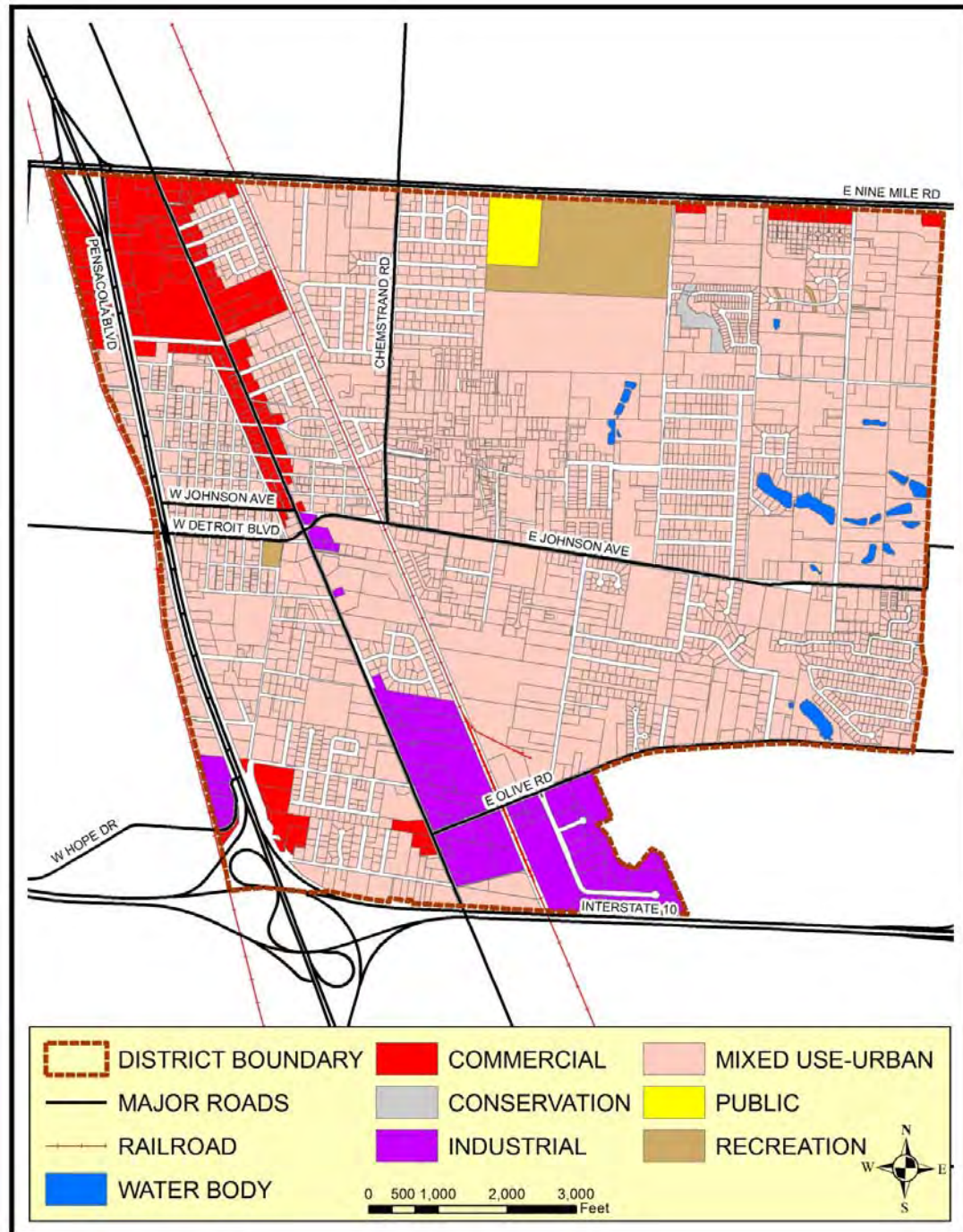


FIGURE 2.4: FUTURE LAND USE IN THE ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

The following sections are excerpts from the Goals, Policies and Objectives of the Escambia County Comprehensive Plan. These goals, policies and objectives have a direct impact on the Ensley Redevelopment Area and are included below:

## **Chapter 7: Future Land Use Element**

### **GOAL FLU 1 FUTURE DEVELOPMENT PATTERN**

Escambia County shall implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.

#### **OBJECTIVE FLU 1.1 Growth Strategies**

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

#### **OBJECTIVE FLU 1.3 Future Land Use Map Designations**

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICY FLU 1.3.1 Future Land Use Categories General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County in the Ensley Redevelopment Area are listed below:

##### *1. Mixed-Use Urban (MU-U)*

General Description: Intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic.

Standards: Residential Maximum Density 25 du/acre, Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR), and Non-Residential Maximum Intensity: 2.0 FAR. Escambia County intends to achieve the following mix of land uses for new development within a ¼ of mile arterial roadways or transit corridors by 2030: Residential – 8% to 25%, Public/Recreation/Institutional – 5% to 20%, Non-Residential: Retail/Service – 30% to 50%, Office – 25% to 50%, and Light Industrial – 5% to 10%. In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: Residential – 70% to 85%, Public/Recreation/ Institutional – 10% to 25%, and Non-Residential – 5% to 10%.

##### *2. Commercial (C)*

General Description: Indented for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

Range of Allowable Uses: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic.

Standards: Residential Minimum Density: None, Residential Maximum Density: 25 du/acre, Non-Residential Minimum Intensity: None, and Non-Residential Intensity: 1.0 FAR

### *3. Industrial (I)*

General Description: Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

Range of Allowable Uses: Light to Intensive Industrial, Ancillary Retail and Office. No new residential development is allowed.

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Non-Residential Intensity: 1.0 FAR

### *4. Recreation (REC)*

General Description: Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.

Range of Allowable Uses: Active and passive recreation activities and amenities, Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields, Meeting halls and the like. No new residential development is allowed.

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Non-Residential Intensity: 0.5 FAR

### *5. Public (P)*

General Description: Provides for uses or facilities owned or managed by the federal, state or county government or other public institutions or agencies.

Range of Allowable Uses: Public Parks, Local, Regional, State or Federal Facilities, Public structures or lands, and Quasi-public Facilities providing public services

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, Non-Residential Intensity: None

#### OBJECTIVE FLU 1.4 Protect Existing Communities

Escambia County shall protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.

POLICY FLU 1.4.1 Nonconformity Escambia County shall prohibit expansion of nonconforming land uses or structures within the County. The LDC shall restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

POLICY FLU 1.4.2 Code Enforcement Escambia County shall conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations.

#### OBJECTIVE FLU 1.5 Sustainable Development

Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land patterns.

POLICY FLU 1.5.1 New Development and Redevelopment in Built Areas To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

POLICY FLU 1.5.2 Compact Development and Maximum Densities and Intensities To ensure developments are designed to be compact and to accommodate travel mode choice, especially for short, local trips, the County will require minimum densities in the Mixed-Use-Suburban Future Land Use category and encourage the maximum densities and intensities in the Mixed Use-Urban Future Land Use category.

## **GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES**

Escambia County shall promote urban strategies for compact development, efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies shall include infill development, mixed-use development and coordinated land use and transportation planning.

### OBJECTIVE FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

POLICY FLU 2.1.1 Infrastructure Capacities Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

POLICY FLU 2.1.2 Compact Development To promote compact development, FLUM amendments and residential rezonings to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

### OBJECTIVE FLU 2.3 Infill Development

Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

POLICY FLU 2.3.1 Area Designation The Englewood and Brownsville Redevelopment Areas, as adopted by the BCC, are hereby designated as an Urban Infill and Redevelopment Area in conformance with Section 163.2514(2), Florida Statutes. The County shall pursue similar designation for the remaining adopted redevelopment areas.

POLICY FLU 2.3.2 Community Redevelopment Areas Escambia County shall use its fiscal resources to encourage infill residential, commercial and public development, particularly in the Community Redevelopment Areas.

### OBJECTIVE FLU 2.4 Community Redevelopment

The Community Redevelopment Agency (CRA) will continue to implement the recommendations of the 1995 Community Redevelopment Strategy, as may be updated from time to time.

POLICY FLU 2.4.1 Strategy The CRA and other County agencies will implement the recommendations of the Community Redevelopment Strategy through the Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans.

POLICY FLU 2.4.2 Block Grants Escambia County shall direct its Community Development Block Grant (CDBG) efforts primarily to the Community Redevelopment Areas, but in any case, the program requirements promulgated by the U.S. Department of Housing and Urban Development (HUD) shall be met.

## **Chapter 8: Mobility Element**

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

### **GOAL MOB 1 TRANSPORTATION**

Escambia County shall provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.

#### **OBJECTIVE MOB 1.1 Transportation System**

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICY MOB 1.1.3 Non-motorized Transportation All new public road construction projects in urban areas or community redevelopment areas shall accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

POLICY MOB 1.1.11 Required Bicycle and Pedestrian Facilities Escambia County will encourage through private/public partnerships the installation of sidewalks along the street frontage of new development (including but not limited to new development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the "Transportation Alternative" Plan) to provide connectivity and utility for existing sidewalks in the vicinity of the development.

POLICY MOB 1.1.12 Coordination with School District and Sidewalk Planning Participation Escambia County will coordinate with the Escambia County School District regarding new school siting and needs at existing schools when determining locations for improvements to pedestrian facilities. Escambia County will also seek public input from citizens, the Escambia County School District, and the development community regarding sidewalk needs and priorities.

#### OBJECTIVE MOB 1.2 Transportation and Land Use

Assure the continual coordination of land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the FLUM and maintaining consistency between land use decisions and traffic circulation system improvements.

POLICY MOB 1.2.2 Non-motorized Transportation Facilities Escambia County will provide or require the provision of non-motorized transportation facilities to link residential areas with recreational and commercial areas in a safe manner. This may include the construction of sidewalks, bike lanes, installation of signage, striping of roadways, or the like so as to accommodate non-motorized transportation facilities.

#### **GOAL MOB 2 TRANSIT**

Escambia County shall encourage the provision and use of a safe, efficient and financially feasible mass transit transportation system, which is responsive to community needs, consistent with land use policies, is environmentally sound, and promotes economic opportunity and energy conservation.

#### OBJECTIVE MOB 2.2 Mass Transit and Growth Patterns

Operate an efficient and accessible fixed route mass transportation service in support of the projected growth patterns of the service area while maintaining or increasing ECAT's operating ratio.

POLICY MOB 2.2.1 Route Modernization ECAT shall modernize service from the existing radial route system into a modified grid system to improve efficiency.

POLICY MOB 2.2.2 Service Area Adjustments ECAT shall realign or adjust existing routes to provide service to areas requiring service while at the same time reducing service to lower use areas in order to provide more efficient service to more riders at comparable cost.

### **Chapter 9: Housing Element**

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary and affordable housing for all residents of Escambia County. In particular, the goals, objectives and policies contained in this element are intended to identify and address current and future deficits in the provision of moderate, low and very-low income housing, group homes, foster care facilities and housing for those with special needs. In addition, this element is intended to provide guidance to public and private sector housing providers, as well as the residents of Escambia County, regarding redevelopment of existing neighborhoods, removal of substandard housing, relocation assistance and critical housing assistance programs.

#### GOAL HOU 1 Provision of Housing

Escambia County shall provide safe, sanitary and affordable housing for the current and future residents of the County.

#### OBJECTIVE HOU 1.1 Housing Delivery Process

Provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost and location.



POLICY HOU 1.1.1 Residential Areas The Escambia County Future Land Use Map (FLUM) and Zoning maps shall identify areas suitable for residential development and/or redevelopment.

OBJECTIVE HOU 1.2 Affordable Housing

Assure the provision of safe, sanitary and affordable housing for moderate, low and very-low income residents.

POLICY HOU 1.2.1 Definition Escambia County shall define affordable housing as housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the amount that represents the percentage of the median adjusted gross annual income for the households in Florida Statutes as amended.

POLICY HOU 1.2.2 Location Escambia County shall allow the location of affordable housing in any residential FLUM category provided the housing is compatible with all applicable rules and regulations of the LDC.

POLICY HOU 1.2.3 Development Types Escambia County shall promote affordable housing opportunities by allowing cluster developments, zero-lot line developments, planned unit developments and other types of housing layouts that may reduce the cost of individual dwelling units.

POLICY HOU 1.2.4 Mobile or Manufactured Home Location Escambia County will encourage the use of modular homes, mobile, and manufactured as a type of housing as defined by Florida Statutes within the appropriate zoning and FLU categories.

OBJECTIVE HOU 1.4 Existing Neighborhoods and Redevelopment

Protect the character of existing residential neighborhoods, provide opportunities for redevelopment and infill development and reduce the number of substandard housing units through the continued implementation of structural and aesthetic improvement programs such as but not limited to: preservation and infill, regulation enforcement, construction inspection, improvement aid, unsafe building abatement, substandard home removal, infrastructure improvement, and rental units and housing stock conservation/rehabilitation.

OBJECTIVE HOU 1.5 Relocation Assistance

Provide housing assistance, including relocation housing for persons displaced by public programs, projects or housing rehabilitation.

POLICY HOU 1.5.1 Grants Escambia County will pursue grants to provide for relocating moderate, low, and very low income persons displaced during the housing rehabilitation process.

POLICY HOU 1.5.2 County Policy Escambia County will utilize its "Relocation Policy" that was developed in compliance with Public Law 93-383 (The Housing and Community Development Act of 1974) and adopted by the BCC on November 28, 1988, including any revisions thereto.

OBJECTIVE HOU 1.6 Housing Programs

Continue implementation of critical housing programs. Implementation will include, but not be limited to, County/Private partnerships, County/City partnerships, private non-profit, and technical assistance providers.

POLICY HOU 1.6.1 Program Information Escambia County will continue its housing outreach program to assure dissemination of housing information.

POLICY HOU 1.6.2 Non-discrimination Escambia County will enforce its nondiscrimination policies and provisions so as to ensure access to housing opportunities by all segments of the County's population.

POLICY HOU 1.6.3 Low-Interest Mortgage Loans Escambia County will cooperate with appropriate local, state and federal agencies to facilitate bond-backed low- interest mortgage loans for homes purchase by qualified individuals or families.

POLICY HOU 1.6.4 Housing Finance Authority Escambia County will participate with the Escambia County Housing Finance Authority (HFA) in the issuance of bonds to provide low interest mortgage loans for home purchases by qualified families.

POLICY HOU 1.6.5 State and Federal Assistance Escambia County will participate in affordable housing programs as made available by the state, federal, or other appropriate agencies.

POLICY HOU 1.6.6 Neighborhood Enterprise Division Escambia County will provide assistance, through NED, to provide affordable homeownership opportunities for moderate, low, and very low income homebuyers.

POLICY HOU 1.6.7 SHIP Fund Initiatives Escambia County will use State Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance ongoing activities designed to develop new affordable housing initiatives conforming to the statutory requirements of Florida Statutes.

## **Chapter 10: Infrastructure Element**

The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

### **GOAL INF 1 WASTEWATER**

Escambia County shall ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.

#### **OBJECTIVE INF 1.1 Provision of Wastewater Service**

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 1.1.1 Service Agreements Wastewater service shall be provided at established levels of service within Escambia County consistent with the Interlocal Agreement between the County and the Emerald Coast Utility Authority (ECUA), the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

POLICY INF 1.1.2 Provider Consistency with Plan Escambia County will coordinate with ECUA and other providers relative to their capital improvements and program formulation to assure consistency with this Comprehensive Plan.

POLICY INF 1.1.4 Required Septic Tank Retirement Escambia County shall, in coordination with the Escambia County Health Department and wastewater service providers, require all onsite sewage treatment and disposal system (i.e., septic tank) users to connect to an available central sewer system within the times prescribed by Section 381.00655, Florida Statutes. Sewer availability shall also be as defined in Florida Statutes.

POLICY INF 1.1.5 Coordination on System Expansions Escambia County will coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

### GOAL INF 3 STORMWATER MANAGEMENT

Escambia County shall ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services.

#### OBJECTIVE INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 3.1.2 County System Improvements Escambia County shall continue its practice of enhancing localized and regional drainage systems to increase the LOS associated with development prior to current stormwater management requirements.

## **Chapter 13 Recreation and Open Space Element**

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces, and waterways.

## LAND DEVELOPMENT REGULATIONS

Ensley's land is divided into seven zoning categories. Three primary zoning categories are represented in the Ensley Redevelopment Area – residential, heavy commercial/light industrial and recreation. As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential occupying 64.76% of the total acreage, heavy commercial/light industrial occupying 28.63%, and recreation representing 4.18% (Table 2.2). Ensley's zoning categories are mapped in Figure 2.5 and described below.

Zoning Category	Acreage	Percent
HDMU	924.96	44.54%
MDR	419.95	20.22%
HC/LI	594.59	28.63%
Commercial	41.43	1.99%
Industrial	3.60	0.17%
Recreation	86.86	4.18%
Conservation	5.39	0.26%
<b>Total</b>	<b>2,076.78</b>	<b>100%</b>

TABLE 2.2: DISTRIBUTION OF ZONING CATEGORIES. ESCAMBIA COUNTY GIS

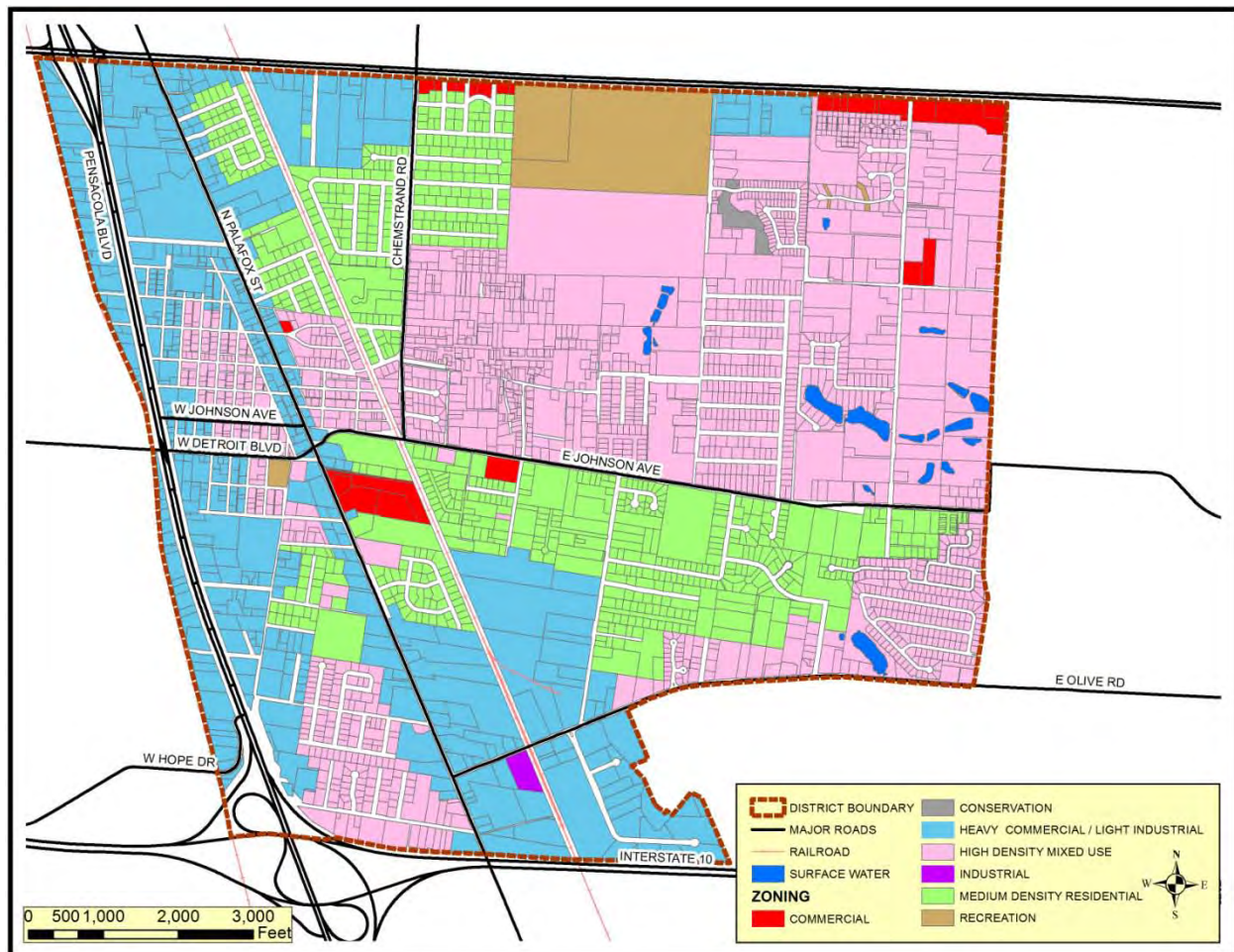


FIGURE 2.5: ZONING CATEGORIES IN THE ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

**Medium Density Residential district (MDR):** The Medium Density Residential district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

**High Density Mixed-use district (HDMU):** The High Density Mixed-use district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

**Commercial district (Com):** The Commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

**Heavy Commercial and Light Industrial district (HC/LI):** The Heavy Commercial and Light Industrial district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

**Industrial district (Ind):** The Industrial district establishes appropriate areas and land use regulations for a broad range of industrial uses. The primary intent of the district is to accommodate general assembly, outdoor storage, warehousing and distribution, major repair and services, manufacturing, salvage and other such uses and activities that contribute to a diverse economic base but cannot satisfy the compatibility requirements and higher performance standards of other districts. The Industrial district is also intended to provide appropriate locations and standards that minimize dangers to populations and the environment from heavy industrial activities, and to preserve industrial lands for the continuation and expansion of industrial production. Non-industrial uses within the district are limited to ensure the preservation of adequate areas for industrial activities. New or expanded residential development is generally prohibited.

**Recreation district (Rec):** The Recreation district establishes appropriate areas and land use regulations for outdoor recreational uses and open space. The primary intent of the district is to preserve and maintain parcels of land necessary or used for a system of public and private parks providing both active and passive recreational activities and amenities. Indoor recreation facilities are allowed within the Recreational district if customarily

incidental to the principal outdoor uses. Non-recreational uses are severely limited to ensure the preservation of district lands and provision of adequate areas for public recreation. New or expanded residential development is generally prohibited.

**Conservation district (Con):** The Conservation district establishes appropriate areas and land use regulations for the conservation of important natural resources. The primary intent of the district is to conserve wetlands, marshes, watersheds, coastal dunes, wildlife habitats and other environmentally sensitive lands, but allow for passive recreational opportunities and amenities consistent with the Conservation future land use category. Non-conservation uses are severely limited to ensure the conservation of district resources and provision of appropriate areas for public recreation. Non-residential uses within the Conservation district are limited to activities that will have minimal impacts and where the educational benefits of the uses are determined to outweigh those impacts.

As shown on the zoning map, in the Ensley Redevelopment Area, these zoning categories are placed within contiguous districts. The high contiguity of the different zoning districts will help in creating distinct neighborhoods in Ensley whose character will be tied closely to the allowances of each zoning category.

## PARCEL SIZE

The size of parcels (Fig. 2.6) has a significant impact on redevelopment potential for any proposed project. Typically, older subdivision plats and commercial properties may be too small for redevelopment and may exhibit non-conformance with current zoning codes.

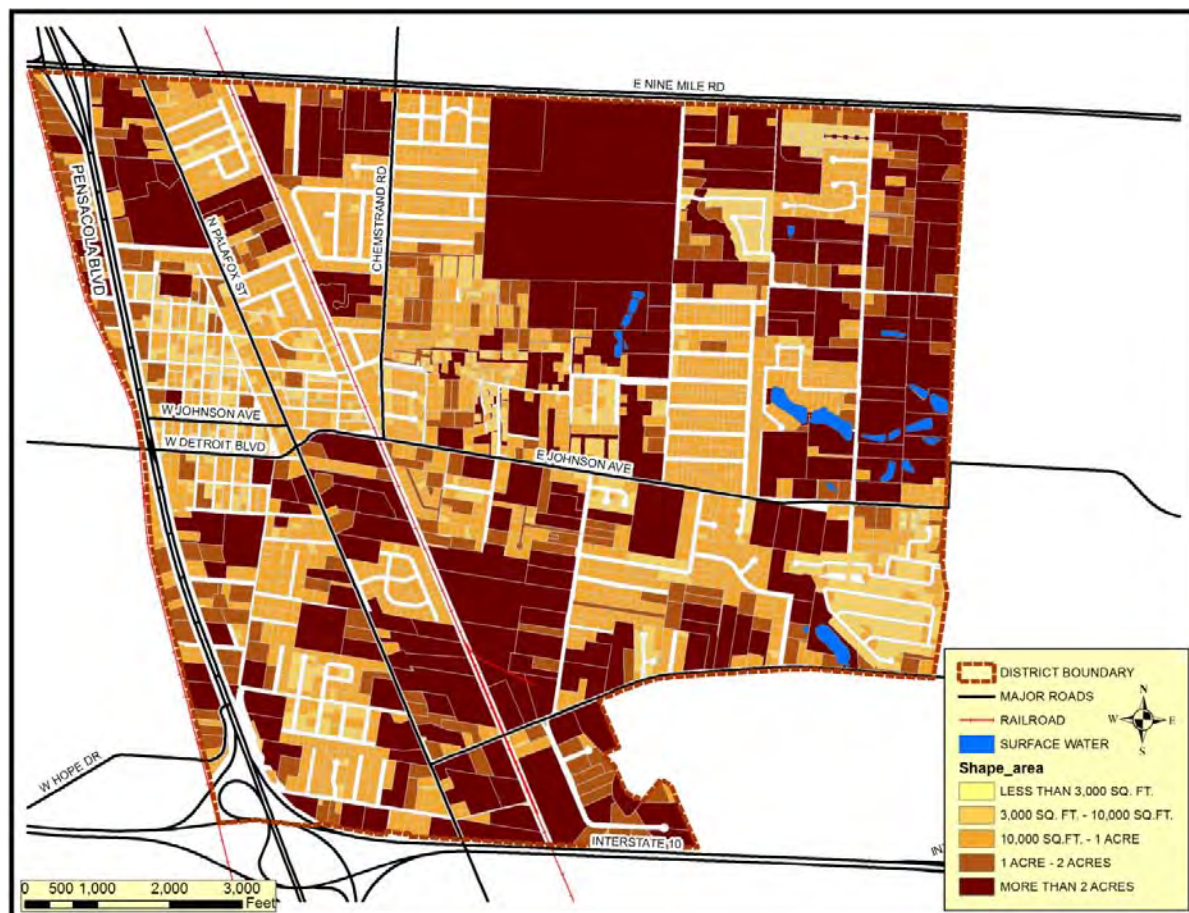


FIGURE 2.6: PARCEL SIZE IN THE ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS



Table 2.5 summarizes the parcel counts and distribution of various parcel sizes. The majority (55%) of parcels in Ensley are between 10,000 square feet to 1 acre (43,560 square feet) in size. The next most common parcel sizes in Ensley are lots that are between 3,000 to 9,000 square feet – representing nearly 31% of the Redevelopment Area.

Parcel Size	Count	Percent
< 3,000 square feet	46	1.55
3,000 – 9,999 square feet	906	30.66
10,000 square feet – 1 acre	1,635	55.26
1-2 acres	189	6.39
> 2 acres	183	6.18
<b>Total</b>	<b>2,959</b>	<b>100</b>

TABLE 2.5: DISTRIBUTION OF PARCEL SIZE. ESCAMBIA COUNTY GIS

Inadequate parcel size may become a significant deterrent for redevelopment efforts. The smaller properties are often limited by their size in relation to parking and setback requirements, stormwater retention standards, landscaping requirements, and other land development regulations. In addition, contemporary development trends favor larger sites for redevelopment as it offers the flexibility to provide a variety of uses and a mix of activities. It also reduces the complexities involved with assembly of smaller parcels to support large scale redevelopment projects.

## HOUSING CONDITION

Housing condition in the Redevelopment Area is in many areas dilapidated or vacant and the distribution of substandard housing is scattered across the entire Redevelopment Area (Fig. 2.7), while the neighborhoods of Tower Terrace, Hope Manor and Shady Oaks contain a relatively higher concentration of poor quality housing compared to the rest of Ensley.

CRA staff conducted a neighborhood housing survey throughout the Ensley Redevelopment Area. Houses were evaluated based upon the following established conditions criteria:

1. **Excellent condition** – None or very minor repair required.
2. **Good condition** – Possibly requiring paint. There may be evidence of aging. No structural repair necessary.
3. **Fair condition** – Repair or rehabilitation is required. Shingles may be curling. There may be evidence of the need for energy improvements. Roofing may be required as well.
4. **Poor condition** – Obvious structural damage exists. The Entire structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.
5. **Dilapidated condition** – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

Conditions of deterioration in a neighborhood are a negative influence on surrounding residents, and the condition of these units can be a deterrent to continuing investment and maintenance of other units. Of the 1,908 houses in Ensley, over 25% are in either poor or dilapidated condition. Another quarter (27%) of the housing stock is in fair condition. On the east side of Ensley, new subdivisions of housing in excellent condition are located in close proximity to depressed housing stock.

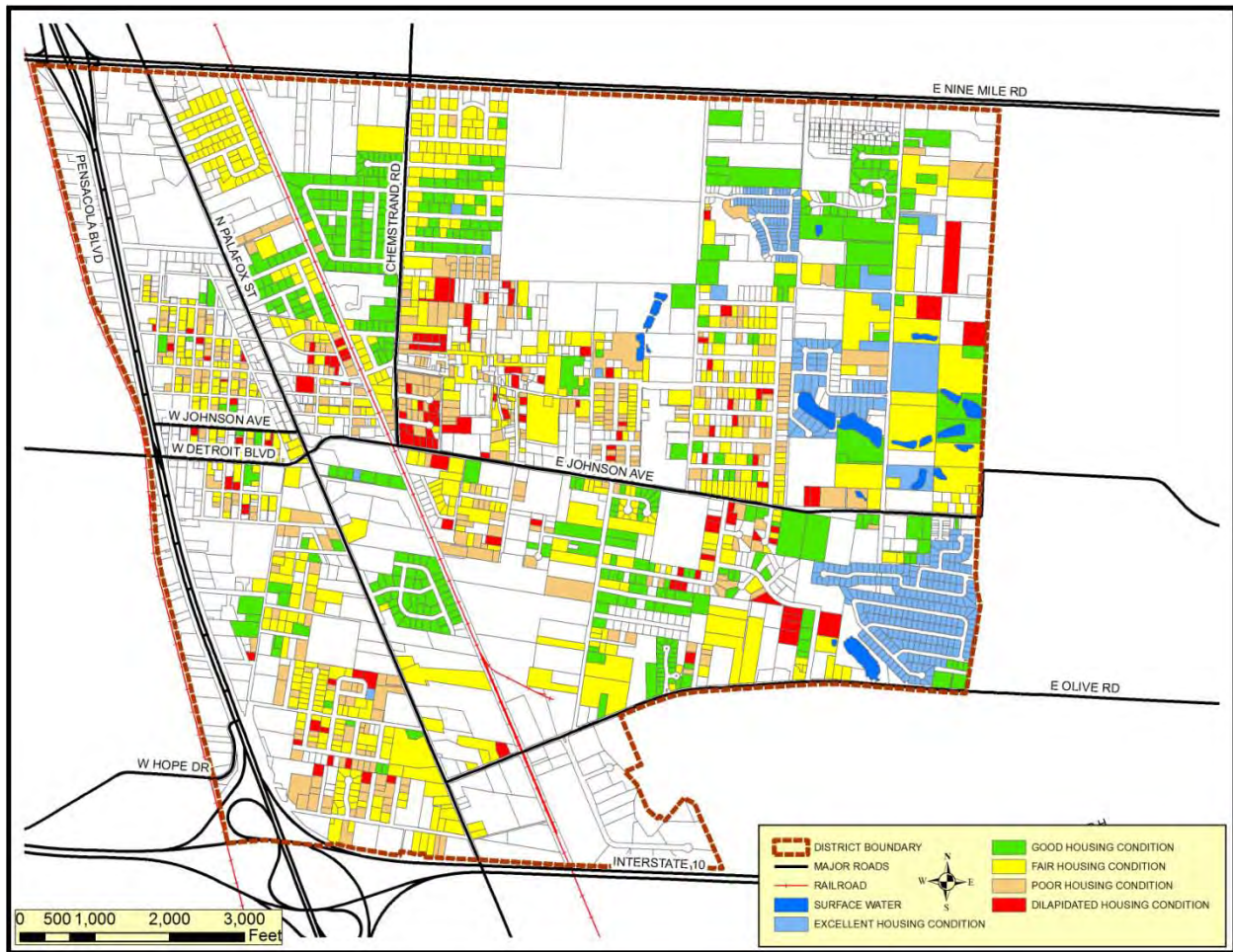


FIGURE 2.7: HOUSING CONDITIONS IN THE ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

## TRANSPORTATION AND INFRASTRUCTURE

Vehicular circulation through Ensley’s commercial corridors is logical and efficiently planned. U.S. Highway 29 intersects E. Nine Mile Road as a grade-separated interchange that keeps the north-south flow of traffic unhindered. North Palafox Street serves as an alternate north-south passage and E. Johnson Avenue and E. Olive Road provide the primary east-west access through the residential and lesser commercial areas of the redevelopment area. Efficient north-south connection through the central residential area is impeded by the railroad track bisecting the redevelopment area running parallel to N. Palafox Street.

Ensley doesn’t have much of a traditional city-like street grid, with only the area south of Caro Street and north of Jones Street between U.S. Highway 29 and N. Palafox Street having this traditional interconnected street layout. The remainder of the redevelopment district is either served by high-capacity commercial corridors or an inefficient suburban layout unconnected to neighboring residential areas.

A new east-west extension of Camden Road to Airway Drive was proposed by a developer of the approximate 69-acre parcel located south of John R. Jones Jr. Athletic Park. This new road connection was largely opposed by nearby residents attending the Envision Ensley workshops who expressed concern about high volumes of traffic on narrow residential roads and the general traffic impact in an already congested area. At the time of this plan, the County was still working with the developer and local residents to find an amenable solution.



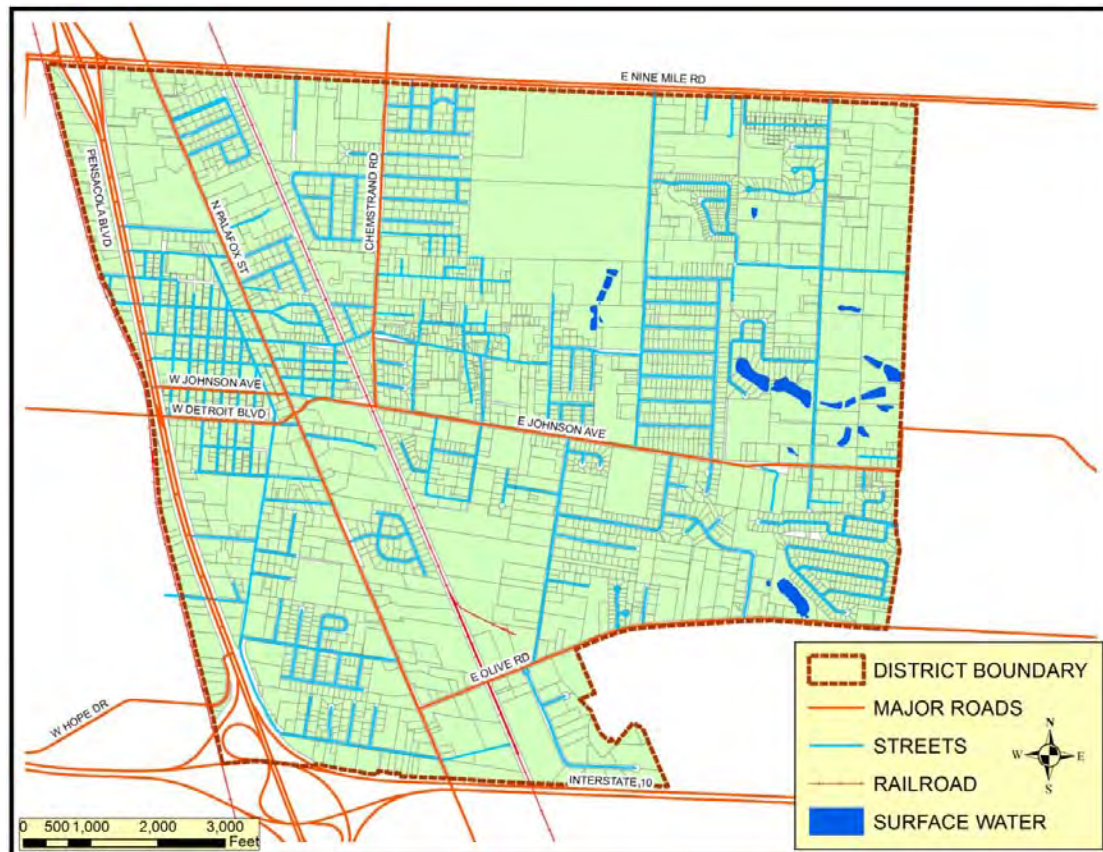
A major improvement to U.S. Highway 29 from Interstate-10 north of E. Nine Mile Road will increase road capacity from four lanes to six. Sidewalks, bike lanes, drainage and other safety improvements will be incorporated into the project. This road improvement has a completed design and is funded as a Florida Department of Transportation Committed Strategic Intermodal System project for fiscal year 2017-2021.



**INTERSECTION OF U.S. HIGHWAY 29 AND E. NINE MILE ROAD & INTERSECTION OF N. PALAFOX STREET & E. NINE MILE ROAD**  
 ESCAMBIA COUNTY GIS



**INTERSECTION OF N. PALAFOX STREET AND E. OLIVE ROAD**  
 ESCAMBIA COUNTY GIS



**FIGURE 2.8: VEHICULAR CIRCULATION IN THE ENSLEY REDEVELOPMENT AREA** ESCAMBIA COUNTY GIS

## PEDESTRIAN CIRCULATION

Pedestrian circulation in Ensley is deficient. With the exception of two subdivisions (Crystal Wells and Crestwood), Ensley does not have an interconnected sidewalk network other than improvements made to E. Johnson Avenue east and west of N. Palafox Street and along the length of Airway Drive. The sidewalk on E. Johnson Avenue extends on both side of the road from N. Palafox St. east to Briese Lane.

The planned road widening of U.S. Highway 29 will include bike lanes and sidewalks throughout the length of this heavily-travelled corridor in the Redevelopment Area.

A corridor management plan for N. Palafox Street was completed in 2015. Planned (but currently unfunded) improvements to N. Palafox Street include sidewalks and bike lanes.

With the funded and planned improvements in the Ensley Redevelopment Area, north-south pedestrian circulation will be vastly improved. East-west circulation still requires further enhancement.

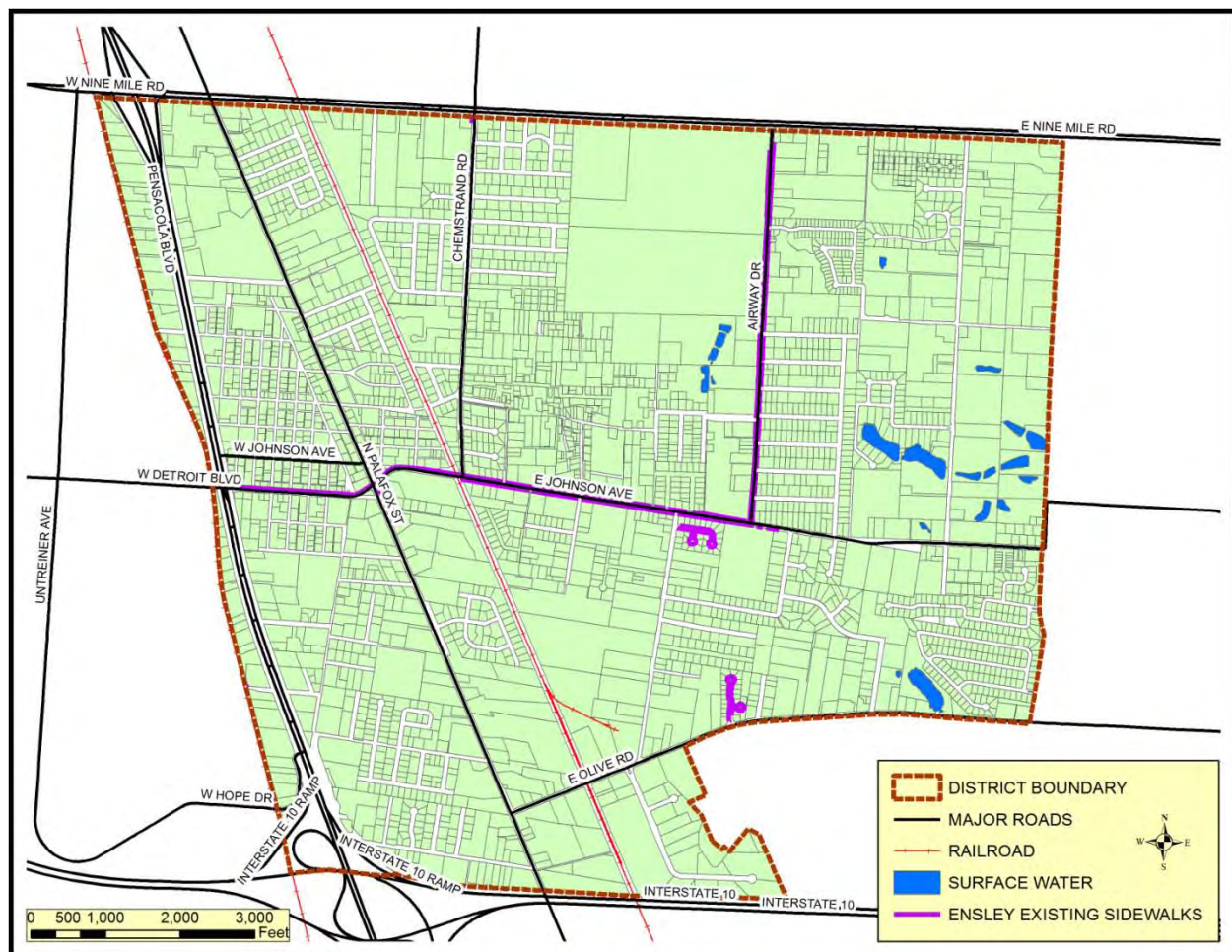


FIGURE 2.9: SIDEWALKS IN ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

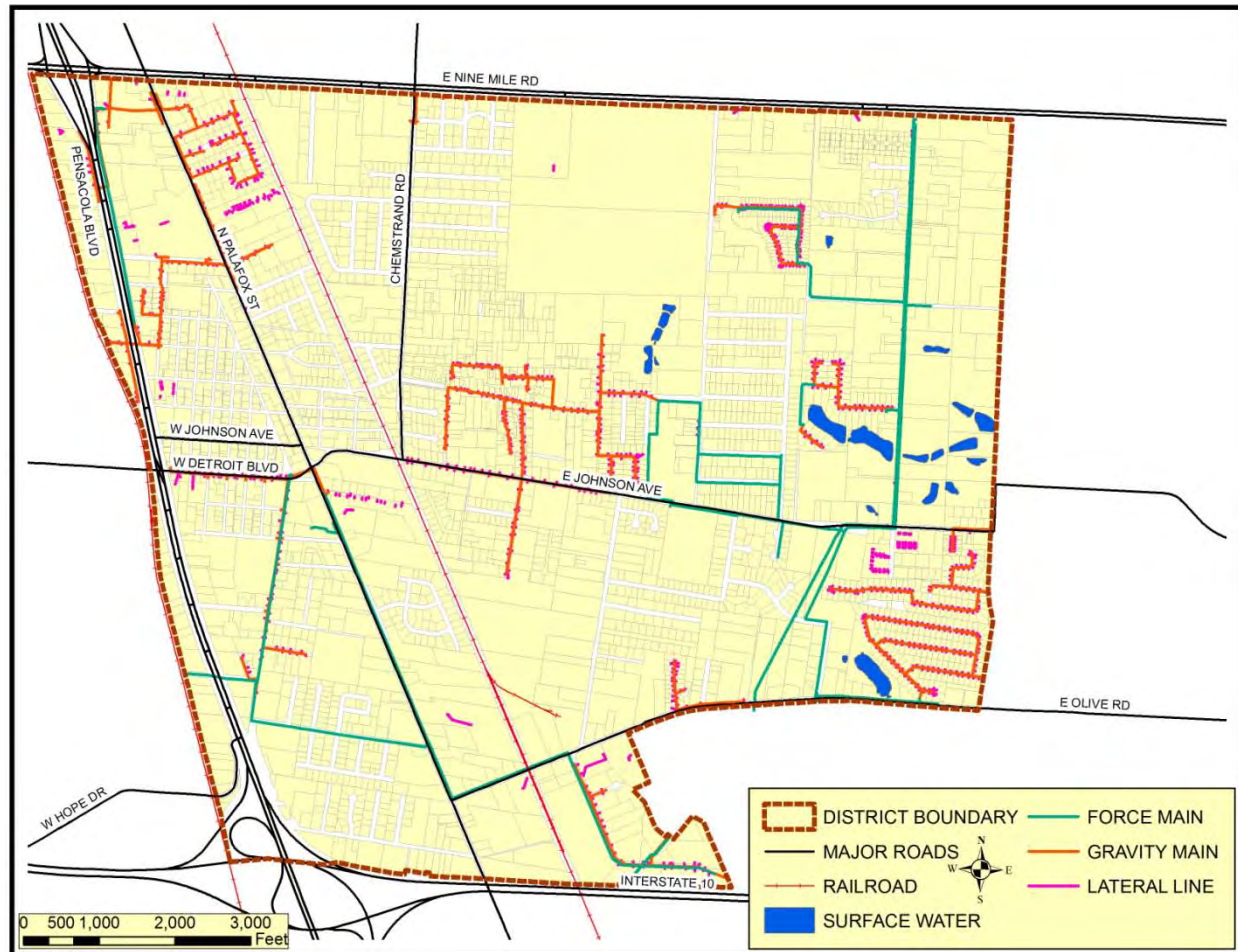
## SANITARY SEWER

The sewer network in Ensley is limited and scattered throughout the Redevelopment Area. Sewer is available in the following neighborhoods: Chemwood, Palafox Mobile Home Estates, Chrystal Wells, Airway Oaks, Legacy Oaks, Azalea Court, Serenity Townhomes, Grand Cedars Reserve, Mazurek Plantation, and The Arbors at Ensley. A



handful of residential streets not in subdivisions also have sewer: Vickie Street, and E. Johnson Avenue in the vicinity of Vickie Street, Argo Drive, E. Ensley Street, Handicare Street, Washburn Street, and Sonnyboy Lane.

Sewer service is also limited to businesses and industry in Ensley. U.S. Highway 29 north of Detroit Boulevard has sewer service covering most of both sides of the highway. E. Nine Mile Road's sewer availability is spread out in The Redevelopment Area, serving the eastern and western corners and a section in the center. The industrial subdivision on Sears Drive is fully-served by a sewer system.



**FIGURE 2.11: SEWER LINES IN THE ENSLEY REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS**

## DEMOGRAPHICS

This section uses data provided by Nielsen SiteReports as compiled by the Haas Center of University of West Florida to discuss the demographic, housing and economic conditions in the Ensley Redevelopment Area and compare them to the same conditions across the whole of Escambia County.

### POPULATION

Ensley's population has been very stable over the past fourteen years and is expected to remain so in the near future. The 2000 Census identified 5,947 residents and 5,811 residents in 2010. Estimated population in 2014 was 5,837. Projected population in 2019 is 5,940. Population in the Redevelopment Area declined 2.30% from 2000-2010, but increased 0.45% from 2010-2014. Ensley is expected to grow 1.77% from 2014-2019.

The Ensley Redevelopment Area is growing at a much slower pace than the county as a whole. In the period from 2000-2010, Escambia County grew 1.09%. Population grew faster in Escambia County from 2010-2014 with a growth rate of 3.03%. Projected growth rate of the county as a whole is expected to pick up to 4.49% from 2014-2019.

POPULATION Location	2010	2014	% change from 2010	2019 (estimated)	% change from 2014
Ensley CRA	5,811	5,837	0.45%	5,940	1.77%
Escambia County	297,619	306,630	3.03%	320,397	4.49%

**TABLE 2.6 POPULATION.** 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## HOUSEHOLDS

Household data (Tables 2.7 and 2.8) are important indicators of housing demand, household characteristics, and market potential in a community. The 2010-2014 percent increase of households in Ensley (1.15%) is less than half than the rate in household growth in Escambia County (3.42%). Despite this difference, the percentage of home owners living in their homes is nearly similar when comparing Ensley to the county as a whole.

HOUSEHOLDS Location	2010	2014	% change from 2010	2019 (estimated)	% change from 2014
Ensley CRA	2,291	2,317	1.15%	2,371	2.30%
Escambia County	116,238	120,219	3.42%	125,949	4.77%

**TABLE 2.7 HOUSEHOLDS.** 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOME OWNERSHIP RATE IN 2014	Ensley	Escambia County
% Owner-occupied	63.31%	64.78%
% Renter-occupied	36.69%	35.22%

**TABLE 2.8 HOME OWNERSHIP RATES.** 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

Median household income is another very significant indicator of an area's economic strength. Ensley's median household income in 2014 was \$39,640. Escambia County's median income in 2014 was \$43,533. The discrepancy in Ensley's median income is \$3,893 or 9.82% less than the County's median income.

Ensley's median owner-occupied house price in 2014 was \$109,823, compared to Escambia County's median owner-occupied house price of \$128,533. Ensley's median home price is \$18,710 (14.56%) less than the countywide average.

## ETHNIC COMPOSITION

Compared to Escambia County as a whole, the Ensley Redevelopment Area is more ethnically diverse (Table 2.9). Ensley has 17.72% fewer white and 13.38% more black or African American than the county as a whole. Although the other listed races only make-up a small percentage of the ethnic composition of Ensley, it is worthwhile to note that Ensley generally has double the percentage of the other race categories than the county's average.

ETHNIC COMPOSITION	ENSLEY CRA	ESCAMBIA COUNTY
White	50.85%	68.57%
Black or African American	36.61%	22.78%
Amer. Indian or Alaska Native	1.25%	0.85%
Asian	4.33%	2.89%
Native Hawaiian and other Pacific Islander	0.02%	0.16%
Some other race	3.27%	1.46%
Two or more races	3.67%	3.29%

**TABLE 2.9: ETHNIC COMPOSITION.** 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## AGE

Age breakdowns are comparatively similar in Ensley and Escambia County as a whole (Table 2.10). In the Ensley Redevelopment Area, 74.68% of the population is over 18 years of age while countywide the percentage is 78.4%. Comparison of the elderly population is nearly equal. Although slight, the greatest age comparison difference is in children in Ensley. Ensley has about 1.6% more young children and 2.1% more school-aged children than the county as a whole.

AGE	ENSLEY CRA	ESCAMBIA COUNTY
0-4	7.86%	6.23%
5-17	17.48%	15.36%
18-64	59.30%	62.75%
65+	15.36%	15.67%
Over 18	74.68%	78.41%

**TABLE 2.10: AGE.** 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## EMPLOYMENT

The total working-age population of Ensley in 2014 was estimated at 4,504, of those 2,595 are employed. In 2014, unemployment rate in Ensley was 7.86%. 37.04% of the working age population of Ensley is not in the labor force. Among Ensley residents (Table 2.11), the highest percentages are employed people work in food preparation/serving (18.84%) and office/administration support (18.23%).

EMPLOYMENT	ENSLEY CRA	ESCAMBIA COUNTY
Architect/Engineer	1.73%	1.30%
Arts/Entertain/Sports	0.08%	1.66%
Building Grounds Maintenance	3.43%	5.12%
Business/Financial Operations	1.35%	3.33%
Community/Social Services	1.39%	1.65%
Computer/Mathematical	1.12%	1.27%
Construction/Extraction	4.78%	5.02%
Education/Training/Library	4.35%	5.43%
Farm/Fish/Forestry	0.23%	0.43%
Food Prep/Serving	18.84%	8.52%
Health Practitioner/Tech.	8.79%	7.60%
Healthcare Support	5.51%	2.78%
Maintenance Repair	4.59%	3.61%
Legal	0.54%	0.97%
Life/Phys/Social Science	1.35%	0.57%
Management	3.47%	8.28%
Office/Admin. Support	18.23%	15.84%
Production	0.81%	3.40%
Protective Services	1.31%	2.15%
Sales/Related	7.90%	11.82%
Personal Care/Service	5.47%	3.33%
Transportation/Moving	4.70%	5.90%

**TABLE 2.11: EMPLOYMENT.** 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## EDUCATION

Economic conditions in a community are often analyzed through indicators such as per capita income, median and average household incomes, employment rate, educational attainment, labor force participation, and poverty rate, but there may be correlations as well between income performance and educational attainment.

As shown in Table 2.12, in 2014, it is estimated that 30% of Ensley residents have received their high school diploma, while an additional 28% have attended college (with nearly 13% of the population attaining a Bachelor's Degree). In contrast, 16% of the Redevelopment Area adults have not completed high school.

In comparison with Ensley to the county as a whole, the difference isn't dramatic – with slightly lower educational attainment in Ensley. However, Ensley does lead the county with the percentage of adults who have a high school diploma and have attended college.

EDUCATIONAL ATTAINMENT	ENSLEY CRA (population 25+ in 2014)	ESCAMBIA COUNTY (population 25+ in 2014)
Less than 9 <sup>th</sup> grade	6.56%	4.03%
Some High School, no diploma	7.86%	8.81%
High School Graduate (or GED)	30.05%	29.00%
Some College, no degree	27.97%	24.49%
Associate Degree	9.58%	10.40%
Bachelor's Degree	12.62%	14.77%
Master's Degree	4.79%	6.33%
Professional School Degree	0.26%	1.32%
Doctorate Degree	0.34%	0.85%

TABLE 2.12: EDUCATIONAL ATTAINMENT. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## INCOME

In 2014, residents of Ensley on average earned 19.6% less than a resident elsewhere in Escambia County. The difference in median income was not quite as drastic with Ensley residents earning 9.82% less median income than in the county as a whole. Despite this discrepancy, Ensley has higher percentages of residents in the \$35,000 - \$99,999 income range than compared countywide.

INCOME BRACKETS	ENSLEY CRA	ESCAMBIA COUNTY
2014 Average Income	\$48,699	\$58,243
2014 Median Income	\$39,640	\$43,533
<\$15,000	16.83%	15.44%
\$15,000 - \$24,999	14.24%	12.08%
\$25,000 - \$34,999	13.90%	13.48%
\$35,000 - \$49,999	16.18%	15.82%
\$50,000 - \$74,999	18.90%	17.37%
\$75,000 - \$99,999	12.86%	12.13%
\$100,000 - \$124,999	3.11%	5.68%
\$125,000 - \$149,000	0.95%	2.68%
\$150,000 - \$199,999	2.07%	2.93%
\$200,000 - \$249,999	0.47%	0.95%
\$250,000 - \$499,999	0.43%	1.12%
\$500,000+	0.04%	0.33%

TABLE 2.13: INCOME BRACKETS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## CRIME

Crime and the perception of crime remain impediments to the redevelopment of Ensley. The data below in Table 2.14 provides a baseline for future improvement as the Redevelopment Area progresses.

TOTAL INCIDENCE OF CRIME Location	2008 Reports	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports
<b>Ensley CRA (pop. 5,837)</b>							
Murder	1	1	4	0	0	2	0
Forcible Sex Offenses	11	9	17	11	5	4	9
Robbery	25	16	23	21	15	20	17
Aggravated Assault/Battery	34	48	28	39	47	48	48
Burglary/Break-and-Enter	110	104	87	91	151	120	123
Larceny	434	494	425	438	473	373	415
Motor Vehicle Theft	30	43	19	26	30	55	46
<b>Escambia County (pop. 306,630)</b>							
Murder	18	15	26	14	15	23	18
Forcible Sex Offenses	225	307	313	272	264	224	234
Robbery	554	534	461	463	412	370	306
Aggravated Assault/Battery	1,420	1,392	1,128	1,033	1,269	1,169	1,203
Burglary/Break-and-Enter	2,417	2,610	2,665	2,600	3,156	2,776	2,356
Larceny	6,364	6,593	7,271	7,543	7,579	7,588	6,908
Motor Vehicle Theft	687	630	519	858	550	654	554

TABLE 2.14 TOTAL INCIDENCE OF CRIME IN ENSLEY AND ESCAMBIA COUNTY. ESCAMBIA COUNTY SHERIFF'S OFFICE



## CHAPTER 3: CONCEPT PLAN

### CONCEPT PLAN PHILOSOPHY

This chapter presents the Concept Plan for future land use and redevelopment within the Ensley Redevelopment Plan. The Concept Plan elements were conceived based on the priority issues and assets identified during the public workshops and surveys. The Concept Plan presents a general outline of the recommended elements for redevelopment of the Ensley Redevelopment Area followed by a brief description of the objectives and the recommended action strategies to achieve these objectives. The Concept Plan serves as the foundation for future policy decisions by the County. The following general principles form the basis for recommendations and strategies contained in the Concept Plan:

- The Plan identifies, in general, where future land use changes and redevelopment activities should occur to make best use of limited resources and attract desirable businesses and reinvestment.
- The Plan offers a comprehensive strategy from which the Community Redevelopment Agency can plan its activities for the Ensley Redevelopment Area.
- The Plan emphasizes public safety and the passive means that help achieve this; i.e., street lighting, CPTED design, signage, etc.
- The Plan considers business development, particularly small-scale and local enterprise, as the future economic foundation for the Ensley Redevelopment Area.

In summary, the Concept Plan supports desirable social, physical and economic development strategies as expressed by community stakeholders, including:

- Improving physical conditions and visual character of the area's primary transportation corridors.
- Encouraging infill, renovation, reconstruction and enhancement of single-family residential areas.
- Creating natural centers of social, entertainment, and retail activity that help anchor neighborhoods and form gateways into Ensley.
- Promoting denser and fuller commercial development on Ensley main commercial corridors.
- Appropriately buffering non-harmonious adjacent land uses in order to preserve residential character and help stabilize property values.
- Identifying appropriate locations in the Redevelopment Area to introduce mixed-use developments through adaptive reuse, new infill construction and future land use revisions.
- Enforcing code regulations as they apply to housing and property upkeep, visual blight, and safety requirements.
- Enhancing the pedestrian orientation of the Ensley Redevelopment Area by increasing its walkability;
- Providing infrastructure, especially sanitary sewer connections to enable infill development of single-family homes.
- Devising strategies to support increased home ownership and improved housing rehabilitation efforts such as soft second mortgages and low-interest loans without income restrictions.

## ENSLEY CRA CONCEPT PLAN

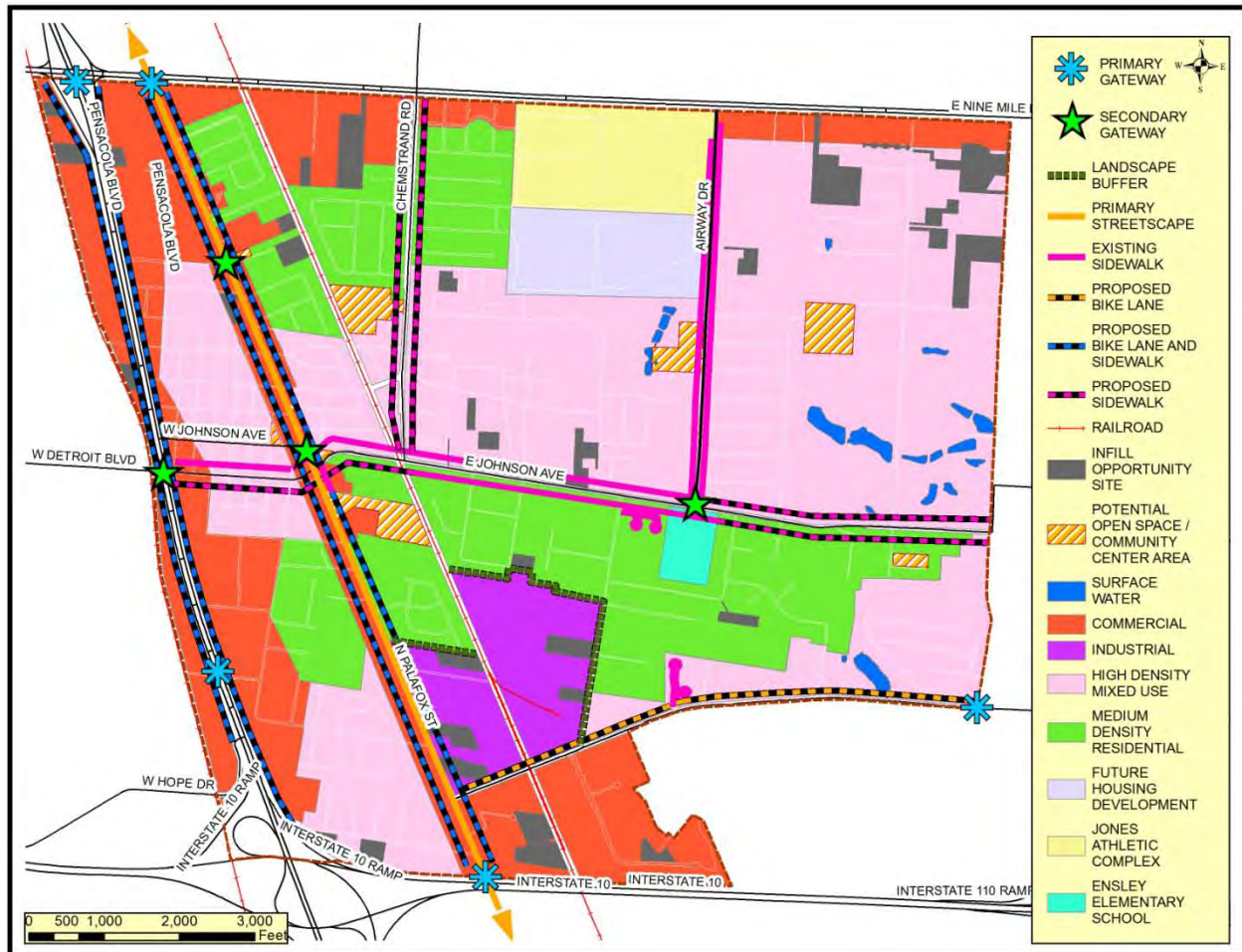


FIGURE 3.1: CONCEPT PLAN FOR THE ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS, CRA STAFF

## CORRIDORS

Primary corridors serve as major access routes for vehicular and pedestrian movement. Highly visible and easily accessible business locations are essential components of market development, and effective traffic circulation is an important factor. Primary corridors carry the largest amounts of traffic and are the most recognizable and convenient routes. Integration of transportation and land use considerations become important in designing primary corridors that are effective at moving traffic, allowing curbside access, and presenting an appealing and welcoming image to motorists and pedestrians alike.

Existing conditions on the Redevelopment Area's primary corridors are largely deficient in terms of infrastructure quality, commercial activity, personal safety, and aesthetic character. These deficiencies must be addressed in order to create the conditions that will lead to reinvestment in the Redevelopment Area. The Concept Plan identifies three primary corridor types within the Ensley Redevelopment Area that could potentially act as catalysts for the redevelopment of the area. These corridors are:

### 1. Primary Commercial Corridors:

U.S. Highway 29, E. Nine Mile Road

### 2. Neighborhood Commercial Corridors

N. Palafox Street

### 3. Neighborhood Connectors

E. Johnson Ave/Detroit Blvd, E. Olive Road, Chemstrand Road and Airway Road

## PRIMARY COMMERCIAL CORRIDORS

U.S. Highway 29 is the primary north-south route through Ensley. Land use along U.S. Highway 29 is primarily highway-commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and institutional uses. Retail uses are more concentrated north of Detroit Boulevard traveling north approaching E. Nine Mile Road. Some areas of the corridor are vacant or under-utilized, with excellent redevelopment potential.

Although traffic is heavy during peak hours, a significant road improvement for U.S. Highway 29 through the Redevelopment Area is funded and imminent in the next few years. This Florida Department of Transportation project will improve safety for vehicles, bicycles and pedestrians in addition to widening the roadway to six lanes from Interstate-10 to north of E. Nine Mile Road.

E. Nine Mile Road is the primary east-west route through Ensley and serves as the northern border of the Redevelopment Area. Commercial activity along E. Nine Mile Road is as intense as is found on U.S. Highway 29 through the Redevelopment Area. Large shopping centers are anchored by large national retailers and are supported by smaller shops and services. A significant commercial redevelopment opportunity is available in the former K-Mart store at E. Nine Mile Road and Chemstrand Road. Although not technically in the Redevelopment Area, the north side of E. Nine Mile Road is also a vibrant part of the commercial corridor.

**Objective:** Integrate existing commercial development into the functional and aesthetic framework of the redevelopment vision that retains the economic benefits of these uses, while improving their visual impact. Establish an identity for the corridor and stimulate quality development in the Ensley Redevelopment Area.

## Action Strategies:

- Initiate physical improvements to enhance the overall visual appearance of the commercial corridor. These include constructing elements such as landscaped medians, street lighting, sidewalks, and shared access to adjacent uses.
- Concentrate and consolidate existing commercial uses to prepare for any new development and use the services of a real estate agent and/or the County's land management team to acquire and assemble land for the development of large marketable retail or office sites.
- Identify priority sites for developing neighborhood retail and entertainment centers. These centers would centralize important neighborhood features, such as grocery stores, banks, dry cleaners, restaurants, etc.
- Provide business owners and developers with incentives such as a tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Encourage adaptive reuse of underutilized and obsolete commercial uses wherever possible.

- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Extend and/or complete sewer infrastructure to all properties in the corridor.



**EXISTING CONDITION: E. NINE MILE RD., CRA STAFF PHOTO**



**PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A PRIMARY COMMERCIAL CORRIDOR, CREDIT: IBI GROUP, INC.**



**TYPICAL SECTION AN IMPROVED COMMERCIAL CORRIOR, CREDIT: IBI GROUP, INC.**

### **NEIGHBORHOOD COMMERCIAL CORRIDORS**

Preserving neighborhood character and unity was mentioned as being important to the residents of Ensley, and the proposed development program for Ensley's neighborhood commercial corridor intends to build upon their existing character.

North Palafox Street is the secondary north-south route through the Redevelopment Area. Businesses and residential uses are interspersed along the corridor. Many of the businesses along this corridor are auto-centric: auto sales, repair and parts.

Residential streets provide pivotal links between different neighborhoods, between different uses in the same neighborhoods, and form the road network that residents use to interact with each other. Their character is generally leisurely; narrow laneways, on-street parking, and tree canopies combine to create a sense of tranquility that is unavailable on busier roadways. Streets with mixed commercial and residential uses, such as N. Palafox Street, require modified strategies to properly manage their character and uses. Also, in certain cases, pedestrian infrastructure is deficient or missing, and without a safe or comfortable pedestrian environment, it is unlikely that such streets will be utilized by local residents.



**Objective:** Transform the functional and visual character of the street as primary neighborhood commercial corridor at a scale that is pedestrian friendly and compatible with the residential neighborhoods. Establish an identity for the corridor and encourage private sector investment that addresses the needs of the neighborhood.



**EXISTING CONDITION: N. PALAFOX STREET, CRA STAFF PHOTO**

**Action Strategies:**

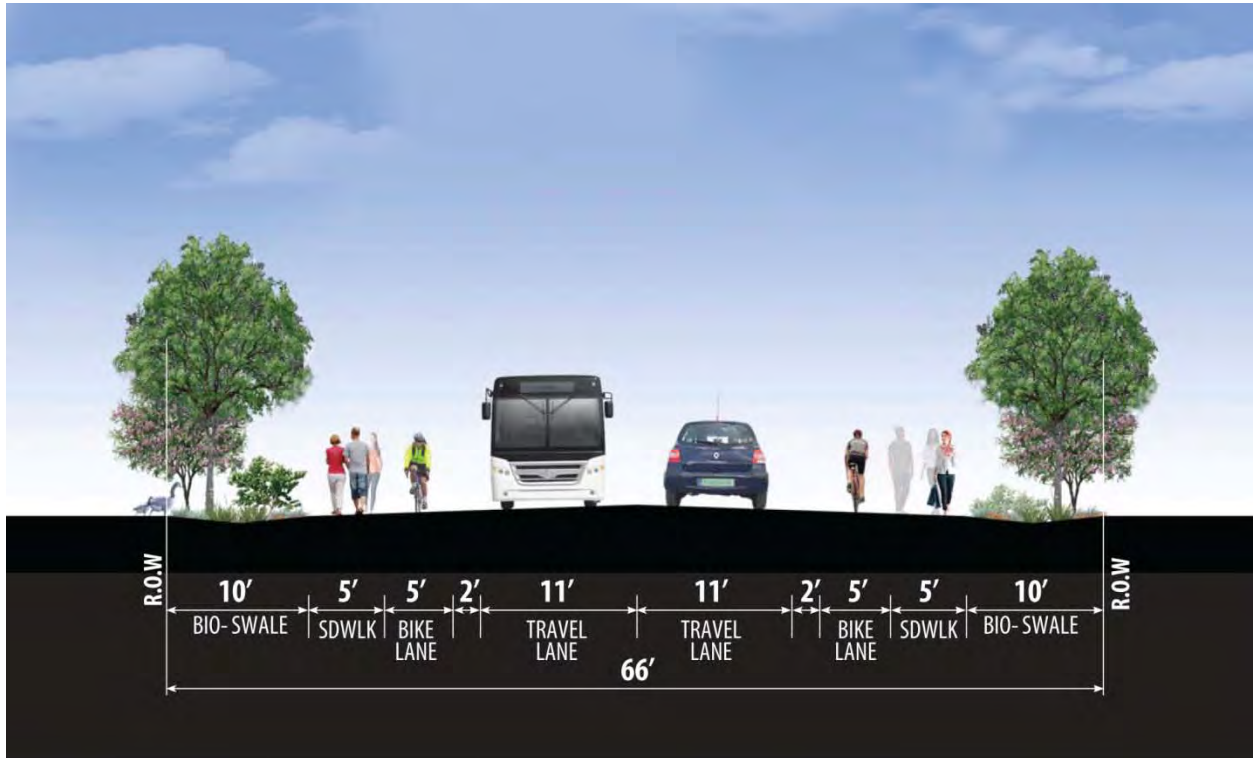
- Implement physical improvements to enhance the overall visual appearance of these residential corridors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds. Tree canopy, landscaping, street lighting, sidewalk repair and construction, and vegetative screens to hide undesirable views are all appropriate.
- Encourage neighborhood commercial development that is compatible with the adjacent uses.
- Provide business owners and developers with incentives such as tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Focus redevelopment efforts at neighborhood gateway intersections.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



**N. PALAFOX STREET CURRENT CONDITION, CREDIT: ATKINS GLOBAL, N. PALAFOX CORRIDOR MANAGEMENT PLAN, 2015**



**N. PALAFOX STREET CORRIDOR IMPROVEMENT CONCEPT, CREDIT: ATKINS GLOBAL N. PALAFOX CORRIDOR MANAGEMENT PLAN, 2015**



PROPOSED CROSS SECTION OF N. PALAFOX ST. IMPROVEMENTS, CREDIT: ATKINS GLOBAL N. PALAFOX CORRIDOR MANAGEMENT PLAN, 2015

## NEIGHBORHOOD CONNECTORS

Only one neighborhood connector runs the entire span of the Redevelopment Area. Detroit Boulevard becomes E. Johnson Road at the intersection of N. Palafox Street. This newly-created intersection utilizes Detroit Boulevard, which has better access from U.S. Highway 29 than the former section of E. Johnson Road, to make a logical east-west connection through the Redevelopment Area. Curb and gutter drainage as well as sidewalks were included in this recent intersection improvement.

East Olive Road is also an important east-west connection through Ensley although E. Olive Road's western terminus is at N. Palafox Street and does not extend all the way to U.S. Highway 29. East Olive Road extends eastward to the Atwood Redevelopment Area and beyond to Scenic Highway (U.S. Highway 90).

Jernigan Road is a north-south neighborhood connector on the eastern boundary of the Ensley Redevelopment Area. Jernigan Road provides access from E. Nine Mile Road to E. Johnson Avenue. South of E. Johnson Avenue, Jernigan Road becomes Cody Lane, which defines the southeastern edge of the Redevelopment Area down to E. Olive Road. Other north-south neighborhood connectors in the Redevelopment Area are Chemstrand Road, Airway Drive and Chisholm Road – all of which provide a connection from E. Nine Mile Road south to E. Johnson Avenue.

**Objective:** Maintain and improve the residential character of the neighborhoods. Connect important neighborhood destinations. Enhance the community's sense of place and identity by establishing higher quality architectural design standards in the residential areas.



### Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential connectors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds.
- Encourage adaptive reuse of vacant properties that is compatible with the neighborhoods.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A NEIGHBORHOOD CONNECTOR, CREDIT: IBI GROUP

## GATEWAYS

Gateways are important visual landmarks that reinforce the entrance into a geographic area. They commonly make use of a combination of complementary elements to create a pleasing and welcoming image to residents and visitors. Such elements include signage, landscaping, hardscape features like fountains or plazas, outdoor kiosks or vending stalls, and various forms of retail or dining activity. Gateways, when designed in this manner, help to provide focal points for people to spend time away from work or home. In addition to serving as landmarks, they can be zones of social and retail/dining activity for local residents.

In the Ensley Redevelopment Area, there are nine intersections where gateways of primary and secondary magnitude could eventually be developed. The primary ones are located at major intersections, while the secondary ones serve largely residential blocks.

### PRIMARY GATEWAYS

All primary gateways can be designed and developed on common principles, with particular strategies added to each gateway appropriate to the area around it. The implementation of any of these town-center gateways will

require close cooperation between the public and private sectors. Escambia County and various state and federal agencies must ensure that public utilities, rights-of-way, zoning requirements are able to accommodate the proposed primary gateways.

**Proposed primary gateway locations:**

- on U.S. Highway 29 at E. Nine Mile Road
- on U.S. Highway 29 at Broad Street
- on N. Palafox Street at E. Nine Mile Road
- on N. Palafox Street at Interstate-10 Overpass
- on Olive Road at Cody Lane



**EXAMPLE OF A GATEWAY BEAUTIFICATION.**  
PHOTO CREDIT: GOOGLE MAPS

**SECONDARY GATEWAYS**

Secondary gateways are intended to highlight the instance of entering a particular neighborhood or district. In these cases, signage, landscaping, and paving are combined in ways that draw attention to the intersection and the streets that lead to it. For example, N. Palafox Street is selected as the ideal street to build secondary gateways in Ensley. In addition to being located parallel to busy U.S. Highway 29, it is anchored on the south end by the Interstate 10 overpass, representing an important opportunity to brand the entrance into the Redevelopment District along a lower-speed corridor.

**Proposed secondary gateway locations:**

- on N. Palafox Street at E. Hood Drive
- on N. Palafox Street at E. Johnson Avenue
- on W. Detroit Boulevard at U.S. Highway 29
- on Airway Drive at E. Johnson Avenue



**EXAMPLE OF A GATEWAY FEATURE.**  
PHOTO CREDIT: GOOGLE MAPS

**Objective:** Create entrance gateways at critical intersections to create a sense of arrival and neighborhood identity for the Ensley Redevelopment Area.

**Action Strategies:**

- Install unique landscaping elements and signage directing people to the Ensley Redevelopment Area.
- Prioritize construction of gateway improvements in conjunction with other planned improvements.
- Establish neighborhood identification and directional signage programs announcing the entrance to the Ensley Neighborhood at the identified prime entry points.
- Continue to bury utilities during new construction where feasible to provide safe pedestrian access and improve visual qualities.
- Ensure a coherent design for all the proposed gateways with an integrated landscaping and unified signage theme.



EXAMPLES OF A PRIMARY GATEWAY DESIGN. CREDIT: IBI GROUP, INC.



EXAMPLES OF NEIGHBORHOOD GATEWAY DESIGN. CREDIT: IBI GROUP, INC.

## COMMUNITY AMENITIES

Existing community amenities in the Ensley Redevelopment Area are limited. This Redevelopment Plan proposes to emphasize new open space, park facilities and amenities that encourage outdoor recreation and social interaction.

Ensley has two parks: a large 80+ acre athletic park and a small 1.5-acre neighborhood park. Neighborhood parks should be created on vacant lots that are strategically located near neighborhoods. The goal is to provide a neighborhood park within a reasonable walk of any residence in the Ensley Redevelopment Area. Future areas in Ensley that have the potential to be preserved as open space are identified in Figure 3.1 on page 37. If all areas were preserved as open space, the total acreage would be approximately 40.9 acres.

A community center is proposed as a capital improvement project in Chapter 4 of this Redevelopment Plan. A community center would become Ensley's civic focal point as the area is redeveloped.

**Objective:** Strengthen and enhance the system of parks, trails and open space in the neighborhood providing recreational opportunities for residents of the Ensley Redevelopment Area. Such amenities should be readily accessible and serve to improve the quality of life for residents.



**Action Strategies:**

- Strategically locate neighborhood pocket parks within a reasonable walking distance from residential blocks. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Increase the number of neighborhood groups and strengthen neighborhood group collaboration.
- Fund the community center project identified in the capital improvement section of this plan.

**REDEVELOPMENT STRATEGIES**

This section of the plan highlights five particular redevelopment opportunities that could have far-reaching positive impact on the Redevelopment Area:

- Commercial Redevelopment and Infill
- Infill Opportunities for Single- and Multi-Family Housing
- Enhancement of the Industrial District
- Implementation of the North Palafox Street Corridor Management Plan
- Encourage Citizen Groups and Civic Pride

**COMMERCIAL REDEVELOPMENT AND INFILL**

Over 13% of the Redevelopment Area is vacant, representing a good opportunity for redevelopment of underutilized areas and infill development for new businesses. The former K-Mart shopping center at 235 E. Nine Mile Road represents the largest single commercial redevelopment site in the Ensley Redevelopment Area. Composed of a few parcels under the same ownership, this approximately 8.68-acre site has the potential to be revitalized into a new shopping area or other large-scale commercial use.

The Concept Map (on page 38) identifies vacant parcels 1-acre and larger. These identified parcels are opportunities for new development.

**Objective:** Encourage the redevelopment and infill development of vacant properties with commercial potential. Such economic growth benefits both Ensley and Escambia County.

**Action Strategies:**

- Initiate the Sign Grant and Commercial Façade, Landscape & Infrastructure Grant programs. These grant programs match commercial property owners in a reimbursement grant for 50% of the project cost according to the grant program guidelines. If the amount of the TIF and Community Development Block Grant funding allows, consider expanding the maximum match to a higher amount to accommodate larger improvement projects.
- Meet with developers to find out what the County can do to help promote commercial growth in the Ensley Redevelopment Area.

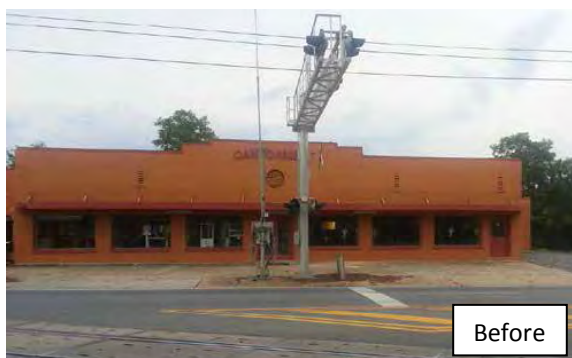


Before



After

EXAMPLE OF A COMMERCIAL FAÇADE GRANT RECIPIENT. PHOTO CREDIT: CRA STAFF



Before



After

EXAMPLE OF A COMMERCIAL SIGN GRANT RECIPIENT. PHOTO CREDIT: CRA STAFF

### INFILL OPPORTUNITIES FOR SINGLE- AND MULTI-FAMILY HOUSING

Located directly south the John R. Jones Athletic Complex, The largest undeveloped parcel in the Ensley Redevelopment Area will soon be urbanized with single-and multi-family homes. This 69.46-acre parcel will be developed in three phases of residential construction. Phase I includes 70 single-family homes. Phases II and III will contain approximately 235 and 250 multi-family units, respectively.

Several smaller undeveloped tracts remain in the Ensley Redevelopment Area for future residential development. As Escambia County continues to grow its economy, new residential development will follow. The ongoing expansion of the Navy Federal Credit Union campus, only 4.5 miles from the western edge of the Redevelopment Area, is expected to place additional demand for housing units as the credit union's employees relocate to the area and new jobs are created.

The Community Redevelopment Agency will coordinate with local housing authorities such as Escambia County Neighborhood Enterprise Division, Habitat for Humanity, and Community Equity Investment, Inc. concerning the development of new affordable housing opportunities. By partnering with a wide variety of agencies and non-profits, a greater pool of funding is available for home repairs and construction.



EXAMPLE OF A LOW-INCOME QUALIFIED HOME REPAIR IN THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM. PHOTO CREDIT: STAFF

**Objective:** Encourage the redevelopment and infill development of vacant properties with residential potential.

**Action Strategies:**

- Work with local partners to increase the affordable housing opportunities in Ensley.
- Create community amenities, beautification and streetscapes to make Ensley an attractive place to live.
- Use TIF funds to expedite funding of infrastructure improvements in the Ensley CRA.

**ENHANCEMENT OF THE INDUSTRIAL DISTRICT**

Industrial uses in Ensley are mostly clustered in the area along Olive Road east of N. Palafox Street. Light industrial uses are clustered along Sears Boulevard. Heavy industry is located on the north side of E. Olive Road west of Briese Lane. These industrial uses are important economic engines for the community and should be protected by residential encroachment with enhanced buffering and dense landscaping. The CRA offers matching grants up to \$10,000 that could be used to improve a landscape buffer for the businesses seeking grant assistance.

**Objective:** Promote and protect the industrial uses and vacant parcels with a Future Land Use that supports heavy and light industrial jobs.

**Action Strategies:**

- Promote the CRA's Commercial Façade, Landscape and infrastructure grant to local businesses as a means of improving the buffering of residential uses. Also use this grant program to help businesses improve the appearance and infrastructure needs to improve the attractiveness of Ensley's industrial areas.
- Work with the regional chamber of commerce to promote infill development on Sears Boulevard to fill out the remaining vacant parcels in the light industrial subdivision.



EXAMPLE OF A LIGHT INDUSTRIAL BUSINESS ON SEARS BLVD. IN ENSLEY. PHOTO CREDIT: CRA STAFF

## IMPLEMENTATION OF THE NORTH PALAFOX STREET CORRIDOR MANAGEMENT PLAN

In 2014, Atkins was commissioned by the Florida-Alabama Transportation Planning Organization to conduct a corridor management plan for N. Palafox Street (CR 95A) with the study limits consisting of U.S. 29 at the south to E. Nine Mile Road in the north – approximately 4.8 miles. The purpose of the corridor management plan was to identify operational and access management improvements and priorities needed to support all modes of transportation including roadway capacity, public transit and bicycle and pedestrian movements.

Recommended improvements to the corridor include:

- A combination of buffered bike-pedestrian lanes with rain gardens for drainage throughout the corridor;
- A road diet in the Airport Blvd. area (within the Oakfield CRA);
- A roundabout at Ensley St.;
- A dual roundabout at Stumpfield Rd./Majors Rd./Industrial Blvd. (within the Oakfield CRA);
- Access management/driveway modifications throughout the corridor;
- N. Palafox Street/I-10 bridge design modifications; and
- Transit improvements

The N. Palafox Street Corridor Management Plan was adopted by the Florida-Alabama Transportation Planning Organization by Resolution FL-AL 15-38 on November 3, 2015.

**Objective:** Implement the N. Palafox Street Corridor Management Plan. This plan defines the improvements needed to make the N. Palafox Street corridor a safe, functional, and attractive space.

### Action Strategies:

- Work with County Engineering to develop a phasing plan to implement this project in both the Ensley and Oakfield redevelopment areas.
- Seek funding for the phases of this project through the FL-AL Transportation Planning Organization.

## ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

Citizen involvement in the redevelopment of an area is critical to its success. Citizen groups, such as neighborhood watch groups or other civic-minded organizations are a great way to advocate for improvements to elected officials. Motivated neighbors also are a great resource to get small projects completed whether it is helping someone paint a house or hosting a park clean-up day. These neighborhood groups will receive support and guidance from Escambia County to maximize their effectiveness in the community. Ortega Neighborhood Watch is a group established in 2015 to improve the Ortega subdivision and has interest in the issues affecting the Ensley Community Redevelopment Area.

In the past, the Escambia County Redevelopment Agency hosted a Neighborhood Leadership Workshop for the heads of the neighborhood groups of all the CRA districts to attend a workshop to network, trade information, and learn new skills. The CRA hopes to reinvigorate this practice in the future which will include leaders from the Ensley Redevelopment Area.



CELEBRATING BROWNSVILLE FESTIVAL 2015. PHOTO CREDIT: CRA STAFF



An annual festival is also a great way for neighbors to get out and meet. Starting in 2014, the CRA has hosted an annual festival in the Brownsville CRA called: Celebrating Brownsville. This festival includes music, food, an art exhibition, and vendors. Future festivals could be held in Ensley and are a good goal to strive towards.

**Objective:** Help foster a sense of civic pride in the Ensley Redevelopment Area through neighborhood groups, beautification projects, neighborhood conferences and festivals.

**Action Strategies:**

- Work with residents to establish community groups and provide support to help those groups have maximum effectiveness in their community.
- Host an annual Neighborhood Leadership Workshop and invite leaders from all CRA areas in Escambia County and the City of Pensacola.
- Work with residents to gauge support for an annual festival or block party.

**RESIDENTIAL PRESERVATION AND ENHANCEMENT**

The Ensley Redevelopment Area contains over thirty neighborhoods. The housing condition is fair with a number of dilapidated homes scattered across the Redevelopment Area. In addition, crime and public safety are also concerns of the community. The efforts to revitalize the Redevelopment Area and improve the quality of life should be supported by a harmonizing effort to revitalize and preserve existing neighborhoods. The Plan calls for continued neighborhood improvements to create a strong, safe and vibrant community.

To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as the CRA's residential rehabilitation grant to encourage housing restoration across the Redevelopment Area, and continuing to collaborate with non-profit organizations and faith-based institutions.

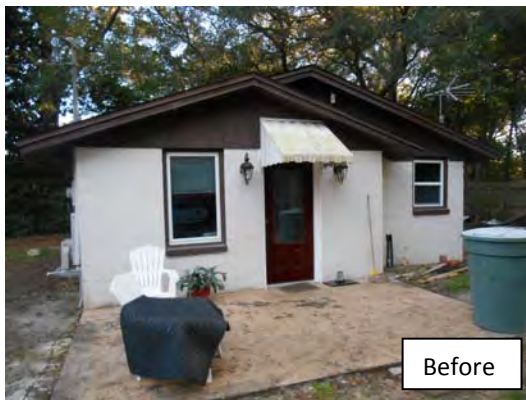
To improve neighborhood connections and pedestrian walkability, the Plan suggests enhancing the existing neighborhood character, continuing with public realm improvements to provide a safe and aesthetically pleasing environment, and in particular, improving the connections with local schools, parks and other neighborhood destinations. The Plan also recommends pursuing infill development opportunities in the neighborhood to develop pocket parks and multi-family housing development through land assembly and acquisition, where possible.

**Objective:** Preserve and enhance the residential character of the neighborhood through investment in public infrastructure and by establishing or promoting programs that support investment in residential renovations and redevelopment of existing housing stock.

**Action Strategies:**

- Establish the residential improvement grant to encourage housing restoration across the Redevelopment Area.
- Establish residential design standards for building renovations and infill development.
- Acquire lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available as a result of the demolition may be used for infill housing development or neighborhood parks.

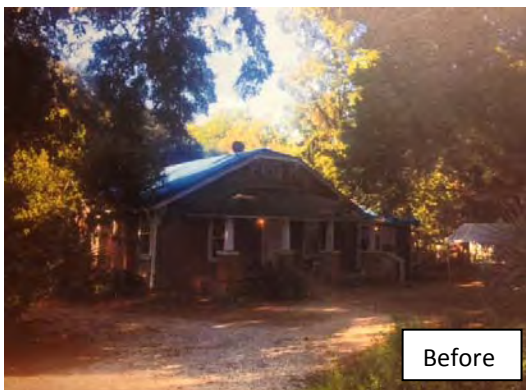
- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures so that Ensley residents can reasonably walk to a park from their home.
- Continue to provide financial assistance to further sewer system expansion throughout the redevelopment area together with ECUA and developer funding.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.
- Initiate community-based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the Redevelopment Area.
- Support enhanced law enforcement.
- Support neighborhood promotional programs.



Before



After



Before



After

**HOUSES IMPROVED WITH THE CRA RESIDENTIAL REHAB GRANT PROGRAM. PHOTO CREDIT: CRA STAFF**

## **PUBLIC HEALTH AND SAFETY**

Crime and the perception of crime in Ensley, especially in terms of drugs and larceny/theft, is an impediment to the revitalization of the Ensley CRA District and the surrounding areas. As shown in Table 2.14, the incidence of crime is high and should be lessened through revitalization efforts.

The Escambia County CRA will coordinate with stakeholders to work towards the common goal of decreasing and/or eliminating the high crime rates by implementing a comprehensive strategy addressing law enforcement, community policing, prevention, intervention and treatment, neighborhood and economic development.

**Objective:** The CRA will continue to work with the Escambia County Sheriff's Department, Ensley neighborhood groups, area churches, commercial businesses and community stakeholders.

### **Action Strategies:**

- Seek to extend the operational hours of the existing Sheriff sub-station.
- Promote representatives from the Escambia County Sheriff's Department and Safe Neighborhood Program to conduct regular clean-sweeps of the Ensley area.
- Seek ways to provide counseling for drug abuse and interventions and provide resources for treatment.
- Continue to solicit assistance from citizens for code enforcement violations.
- Support crime prevention programs throughout the community.
- Continue to provide residential and commercial street lighting for safety.
- Install additional sidewalks for pedestrian safety.
- Collaborate to leverage funding sources with CRA Safe Neighborhood Program and Neighborhood Enterprise Division.

## CHAPTER 4: CAPITAL IMPROVEMENTS

Capital investment in improvement projects, including pedestrian-targeted improvements, will help to achieve the goals and desires of the Ensley community. It is through such projects that Escambia County will enhance the functional and aesthetic quality of the Ensley Redevelopment Area and provide the basis for leveraging private redevelopment investment. The table below presents a list of proposed capital projects and programs that could be pursued by the county to implement the recommendations of this Redevelopment Plan.

The strategies herein are divided into short-term (within 5 years), mid-term (5 to 10 years), and long-range (+10 years) time horizons to help facilitate budgeting and provide a guide to what projects may be considered a higher priority at first. It is important to note that these proposed capital improvement strategies are not a pledge of expenditure of funds on a given project in a given year. Actual funding allocations will be determined annually through the county's budget process. Also, as years pass, priorities may change and the capital improvement strategies may need to be amended to reflect that.

County funds can be used to leverage grants and commercial financing to accomplish a substantial number of capital improvements and planning activities. With successful revitalization, Escambia County should see a substantial increase in the tax base and realize a healthy return on its investment through increased ad valorem tax revenues, sales tax receipts and other formulated revenue sharing programs.

The Ensley Redevelopment Plan contains several projects consisting of public, private and joint public/ private efforts that may take up to twenty years to complete. It is essential that the county incorporates a sound project implementation strategy when identifying priorities. The community should understand that the county will be pursuing multiple elements of the Redevelopment Plan at all times, and it is important to note that the summary of capital implementation strategies in this chapter is flexible in nature. It is the best estimate of project costs based on a measure of the order of magnitude for projects in relation to anticipated revenues. As a matter of practice the county will continue to prepare annual budgets as well as establish five-year and long-range work programs for budgetary and administrative purposes. Ultimately project costs will be refined during the design and construction phase of any given project.

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Bike Lanes</b>				
U.S. 29 from I-10 to north of E. Nine Mile Rd.	Bike lanes on both sides of U.S. 29	Funded as a part of the U.S. 29 road improvement project	FDOT	Construction begins Summer 2016.
N. Palafox St. from I-10 bridge to E. Nine Mile Rd.	Bikes lanes as identified in the N. Palafox Corridor Management Plan	\$3,500,000 (if done separately from major road improvement)	TIF, FDOT, LOST	Long-range. TBD. May be constructed in several phases.
Olive Rd.	A bike lane <u>or</u> sidewalk is proposed. ROW not big enough for both amenities.	\$1,100,000	TIF, FDOT, LOST	Mid-term. TBD.
<b>Bus Stop Improvements</b>				
General transit improvements to bus stops in Ensley CRA	Transit improvements are made on an as-needed basis. Olive Rd. and N. Palafox St. have identified needs. Additional needs may be identified in the future.	TBD	TBD, ECAT, LOST	Short-term. TBD

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Community Center</b>				
Ensley Community Center	Community Center with similar layout and size as Marie K. Young in Wedgewood	\$2,900,000	LOST, TIF	Long range. TBD
<b>Drainage</b>				
Caro-Mayflower Pond Area	Expansion of the Caro-Mayflower pond to address issues south of Caro St. north of E. Johnson Ave. between Hwy 29 and N. Palafox St. including repetitive flooding loss on Orange Ave.	\$1,300,000	Fully funded	Project is funded. Construction to begin in March 2016
Johnson Ave. Drainage (east of Briesse Ln.)	Remove/replace faulty storm pipe from Pine Ridge Lane to E. Johnson Ave.; address pipe flow Crystal Wells pond; address two 24" pipes feeding one 24" pipe down to outfall in Gulf Power easement.	\$400,000	TBD	Mid-term. TBD
Briesse Ln. between Jeffery and Olive Rd.	Extend existing E. Johnson Ave drainage system to relieve roadway and yard flooding.	\$100,000	TBD	Mid-term. TBD
<b>Parks</b>				
Improvements to Old Ensley School Park	Improvements are TBD with public input.	\$30,000	Parks Capital Improvement budget, TIF	Mid-term. TBD
New Neighborhood Park	Construct a new neighborhood park with safe pedestrian access to the park.	\$1,000,000	TBD	Long-range. TBD
<b>Road Improvements</b>				
U.S. 29 Road Improvement from I-10 to north of Nine Mile Rd.	Add lanes and reconstruct the highway to improve drainage and add sidewalks and bike lanes. Construction estimated to begin in late August 2016. Ending by spring 2020.	\$35,500,000	FDOT	Project is fully designed and funded. Construction from Summer 2016 to Spring 2020.
U.S. 29/I-10 Major Intersection Improvement (Phase I)	Interim improvement project to begin in 2016	\$7,900,000	FDOT	Interim improvement project to begin in 2016
U.S. 29/I-10 Major Intersection Improvement (Phase II)	Full reconstruction currently scheduled in the 2 <sup>nd</sup> Five Year SIS Plan (FY2022-2026)	\$84,000,000	FDOT	Project scheduled to begin in FY2022
N. Palafox St. improvements identified in the Corridor Management Plan	Improve drainage, resurfacing, restriping, stripe safety buffer, bike lanes, sidewalks and streetscape	\$4,824,064	FDOT, LOST, TIF	Long-range. TBD

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Sidewalks</b>				
Chemstrand Rd. from E. Nine Mile Rd. to E. Johnson Rd.	Sidewalk one side of Chemstrand Rd. Which side is to construct is TBD. Project will include drainage improvements.	\$1,200,000	LOST IV, TIF	Short-term. TBD
E. Johnson Ave. past Greenacres store to Cody Ln.	Sidewalk on south side of E. Johnson Ln. Project will include drainage improvements.	\$1,200,000	LOST IV, TIF	Short-term. TBD
Cody Ln. from E. Johnson Rd. to Olive Rd.	Side walk on west side of Cody Ln.	\$400,000	TBD	Mid-term. TBD
Additional sidewalks to be identified in the Ensley pedestrian study	The County will perform a pedestrian study for the Ensley CRA. Additional sidewalks may be identified as recommended improvements.	TBD	LOST, TIF	Long-range. TBD
<b>Street Corridor Beautification</b>				
N. Palafox St. beautification	Improve N. Palafox with streetscaping and landscaping as identified in the N. Palafox Corridor Management Plan.	\$2,000,000	LOST, TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on U.S. Highway 29 at E. Nine Mile Road	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on U.S. Highway 29 at Broad Street	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on N. Palafox Street at E. Nine Mile Road	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on N. Palafox Street at Interstate-10 Overpass	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on Olive Road at Cody Lane	\$25,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on N. Palafox Street at E. Hood Drive	\$25,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on N. Palafox Street at E. Johnson Avenue	\$25,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on W. Detroit Boulevard at U.S. Highway 29	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on Airway Drive at E. Johnson Avenue	\$25,000	TIF, CDBG	Mid-term. TBD
<b>Street Lights</b>				
New streetlights to be identified by Gulf Power	Encompasses the Ensley CRA	\$200,000	TIF, CDBG	Short-term. 2016-2018
Power bill	Monthly electric costs to power the new streetlights	\$30,000	TIF	Recurring annual expense

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Sewer</b>				
Ackerman Drive Sewer Expansion Area	Sewer project will serve 186 new customers.	\$1,702,690	ECUA, LOST, TIF	Long-range. TBD
Camden Road Sewer Expansion Area	Sewer project will serve 287 to 410 new customers. The higher price estimate includes the cost of a new regional lift station.	\$2,419,186 to \$3,638,393	ECUA, LOST, TIF	Long-range. TBD
Ensley Street Sewer Expansion Area (Phase I)	Sewer project will serve 247 new customers.	\$2,207,172	ECUA, LOST, TIF	Long-range. TBD
Ensley Street Sewer Expansion Area (Phase II)	Sewer project will serve 138 new customers.	\$1,179,106	ECUA, LOST, TIF	Long-range. TBD
Stockdale Avenue Sewer Expansion Area	Sewer project will serve 207 new customers. The higher price estimate includes the cost of a new regional lift station.	\$1,522,175 to \$1,756,706	ECUA, LOST, TIF	Mid-term. TBD
Tower Drive Sewer Expansion Area	Sewer project will serve 104 new customers.	\$874,115	ECUA, LOST, TIF	Long-range. TBD

**TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM**

List of Acronyms:

CDBG	Community Development Block Grant
LOST	Local Option Sales Tax
TIF	Tax Increment Financing
TBD	To Be Determined
FDOT	Florida Department of Transportation



## CHAPTER 5: IMPLEMENTATION STRATEGIES

The success of the Ensley Redevelopment Plan will depend on the coordinated efforts of the community's various stakeholders and agencies including the Escambia County Community Redevelopment Agency, neighborhood associations, business and property owners, and residents. This chapter outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that have been developed for Ensley.

### Implementation Functions

The implementation process can be divided into two major dimensions:

- Functional areas related to non-financing as well as financing considerations; and
- Responsible groups or agencies charged with addressing the functional areas.

Financial and non-financial considerations are equally important to the effective implementation of the Ensley redevelopment plan. Non-financing considerations deal with developing an organizational framework to define the roles for various stakeholders involved in the redevelopment effort. Financing mechanisms are perhaps more easily defined, but not to be focused on until organizational elements are put into effect.

#### 1. Non-Financing Functions

Non-financing functions fall into six general categories:

##### *Site Assembly*

The redevelopment of an urban area requires assemblage of multiple parcels of land to maximize the development potential of constrained properties. Site assembly efforts are vital in pursuing land trades and creating development partnerships to ensure controlled growth in the neighborhood. In Ensley, the primary opportunity for economic growth lies in the redevelopment of the substandard parcels located along the area's commercial corridors and the development of the proposed primary gateways which are located in areas where site assembly is advised.

##### *Capital Improvements*

Escambia County employs dedicated funding sources such as the Local Option Sales Tax Plan (LOST) and Local Option Gas Tax (LOGT) to fund capital improvements such as street improvement and upgrading utilities. With the creation of a CRA district for Ensley, tax increment financing will soon be available for use.

##### *Standards and Controls*

Design guidelines and development controls for controlling future development assures tenants and developers that quality future development will occur. In addition, promotion of high-quality design for the community improves aesthetic character and raises the market value of the neighborhood.

### *Physical Development*

This concerns the actual construction of new facilities and rehabilitation of older facilities. Physical development is dependent upon several factors, the most important of which is the ability to effectively rehabilitate existing facilities and to attract and integrate new development in concert with a comprehensive redevelopment plan.

### *Development Incentives*

To further stimulate private investment, Escambia County can provide development incentives through various means, including façade, landscape, signage, and property improvement grants; payment of impact fees; provision of site specific infrastructure improvements to address any deficiencies; participation in environmental clean-up of contaminated sites, flexibility in the application of use restrictions and increasing intensity of site use, flexible parking regulations, grants or low interest loans for life safety improvements; joint business support ventures such as district business identification signage or centralized marketing strategies.

### *Code Enforcement, Neighborhood Clean Ups, and Housing Rehabilitation*

CRA will continue to partner with the County's Environmental Code Enforcement Division to help reduce blight within the designated areas. Code Enforcement will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. The CRA will support and fund the initiatives of Keep Pensacola Beautiful, neighborhood clean ups, demolition and lot abatements, monitoring sites, and supporting minimum housing standards codes.

### *Property Acquisition*

The CRA is authorized under F.S. 163, Part 3 to sell, lease, exchange, subdivide, transfer, assign, pledge encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. All real property acquired by the CRA in the Redevelopment Area shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act. This plan will support the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

### *Seasonal Lawn Maintenance*

CRA will continue to support the Seasonal Lawn Maintenance Program to remove blight and control litter along selected corridors and residential roadways by mowing and weed-eating during the high seasonal summer/fall growth periods.

## **2. Financing**

### *Grants*

Federal grants have long been a source of funds for development projects, especially for public improvements. Such sources as community development block grants (CDBG) and Section 108 grants, are available, although the extent of their uses is diminishing as the volume of the grant decreases. They have the advantage of directly mitigating development costs and their benefits are predictable and readily understood. The Section 108 loan program allows municipalities to convert a portion of the funds they will receive through the CDBG program into loans to use in economic revitalization projects. Local governments often use their current and future CDBG funds

as collateral to guarantee the loans. Other sources of financing include the State Housing Initiatives Partnership (SHIP) Program, and HOME Program. All of these programs should be leveraged as much as possible.

#### *Tax Increment Funds*

Tax increment funds are the increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities in a designated CRA district. Because this is a commonly relied-upon source of funding for redevelopment, it is addressed in more detail in Appendix C.

#### *Redevelopment Bonds*

Redevelopment bonds are issued by the Redevelopment Agency and approved by the County to finance renovation of specific projects, but are not guaranteed by the general revenues of the County. Anticipated TIF revenue may be pledged as the collateral for these bonds.

#### *Private Investment*

A general rule for successful revitalization is that private investment usually must exceed public funding by a factor of three to four. Private investment, therefore, is the single most important source of redevelopment funding. Such funding takes the form of equity investment and conventional real estate loans.

#### *Project Equity Position*

When a community redevelopment agency takes an equity position in a project, the agency contributes cash or land to the project with a return in the form of profit-sharing. This manner of participation can reduce developer costs.

#### *Leasing*

County-owned land, buildings, and equipment can be leased to developers for projects. For the developer, this reduces the need for capital investment in land, buildings, etc. or debt service on money borrowed to finance the purchase of the same. The County would then receive lease payments deductible from the developer's income tax. Such leases may also include a purchase option.

#### *Joint Ventures*

In real estate syndication ventures, the community redevelopment agency can contribute equity capital to a project, thereby reducing equity requirements from the developer and/or reducing the amount of debt service. Through equity syndication, tax subsidy benefits can be passed on to investors in the form of depreciation, investment tax credits, deferral of taxes and capital gains.

#### *Mortgage Write-Downs*

Mortgage write-downs (funded through the Escambia County Neighborhood Enterprise Division) is a mechanism typically used to encourage residential development and home ownership in the Redevelopment Area. Funds from the agency are offered to qualified potential home buyers (low-moderate income, first time buyers, etc.) to increase their down payment, thereby decreasing mortgage payments. The Agency usually takes an ownership interest, such as a soft second mortgage, in the dwelling for a predetermined period of time to guarantee against misuse of the funds.

County support and management of the program's activities will provide the system to carry out the recommendations presented in this plan. It is necessary to establish lines of communication between all sectors of the community to positively effect change in the Ensley neighborhoods. Developers and entrepreneurs will be key contributors to the success of this project. Strong public-private partnerships will be crucial to the long-term success of the redevelopment effort.

#### *Faith-based Institutions*

Ensley Redevelopment Area churches and other faith-based institutions have an important social role in the successful implementation of the redevelopment plan. Escambia County should work closely with faith-based organizations to develop community development programs that capitalize on their strengths and outreach capacity. Participation from faith-based organizations can aid in obtaining community-wide support, addressing the social service needs such as instituting daycare centers, organizing neighborhood clean-up drives and crime prevention campaigns, and encouraging youth participation in community development programs such as mentorship and job training programs to enhance their sense of responsibility.

#### *Private Sector*

Private-sector leadership can come from local banks, real estate development entrepreneurs, and property owners within the community. Local banks may provide financing for private developments and establishing a consortium to provide a revolving loan pool at below market interest rate. This activity may provide an opportunity for these financial institutions to meet their goals with respect to the Community Reinvestment Act that is designed to provide capacity building support and financial assistance for the revitalization of low and moderate income communities. Additionally, Escambia County should connect with companies dedicated to investing in local communities. A number of companies actively invest in several communities across Florida with a mission of enhancing the quality of life for the community. First Union Corporation (Northwest Florida, Lee County) and the Corporate Partners Program (St. Petersburg) are examples of programs that involve corporate investment in community development. Similar companies may exist in Escambia County.

However, in order to encourage private investment, the right set of conditions must be in place that facilitate investment and help reduce risk. Creating new business incubators and working closely with interested property owners to develop and/or redevelop vacant land and structures in accordance with the community's overall vision for the Redevelopment Area's future growth is a recommended start. Ensuring that property owners are familiar with the brownfield development procedures and financial incentives available for brownfield redevelopment would also help significantly.

#### *Planning and Development Strategies*

Escambia County Community Redevelopment Agency staff should be responsible for the execution of this redevelopment plan, and the following are recommendations towards such implementation:

- Prioritize and develop detailed programs for projects to implement major strategies illustrated in the Redevelopment Plan including phasing, project financing, land acquisition, land disposition, funding sources and financing.
- Contact affected property owners to determine their level of interest in participating in proposed redevelopment activities.
- Solicit the services of a realtor and/or utilize the County's community development team to devise a land acquisition strategy for potential purchases of property in the neighborhood.

- Support residential renovation and rehabilitation programs through the use of grant funding such as SHIP, CDBG, HOME, and TIF.
- Increase awareness of funding resources and program initiatives available to residents interested in improving their property as means to increasing home ownership and property values.
- Conduct traffic analysis and market feasibility studies to assess the impact of proposed projects in surrounding areas.
- Initiate discussions with the City of Pensacola to coordinate joint improvement projects planned for the Ensley Redevelopment Area.

#### *Housing Rehabilitation and Commercial Reinvestment Financing*

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities to help spur economic development. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. Of particular importance will be a housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The CRA will work with the Neighborhood Enterprise Division to implement these programs.

## APPENDIX A: PUBLIC WORKSHOPS

Ensley residents and business owners were invited to participate in a series of public workshop at Ensley Elementary on E. Johnson Avenue. Dates and themes of the workshops were:

- **October 13, 2015**      **Kick-off meeting, identify issues**
- **November 12, 2015**      **Prioritize Ensley's needs**
- **December 8, 2015**      **Review results, learn about the draft plan**
- **January 12, 2015**      **Final meeting: Presentation of the draft final plan**



CITIZENS ATTENDING THE ENVISION ENSLEY WORKSHOPS, CRA STAFF PHOTO

Citizens were encouraged to contribute their ideas to the redevelopment of the Ensley Redevelopment Area. The results of their input are summarized below and were integrated into the concept plan development.

At the October 13<sup>th</sup> and November 12<sup>th</sup> workshops the following strengths, weaknesses, opportunities and threats regarding Ensley were identified by the participants:

### Strengths

- Like their neighbors, community pride
- Good school/teachers
- Semi-rural atmosphere
- Location, convenience
- Proximity to University of West Florida, Navy Federal, and West Florida Hospital
- Affordable
- Family legacy, grew up here
- Feel safe here

### Weaknesses

- Abandoned houses, trash, overgrowth
- Drugs and crime
- Drainage problems
- Not enough green space, neigh. parks
- Needs sidewalks, sewer, street lighting
- No place for community to meet
- Housing/rentals in poor condition
- Homeless congregating near I-10
- Ensley does not have a post office
- Many areas need sewer

### Opportunities

- Room for development and infill
- Add more parks as the area grows
- Better info sharing/community website
- Community center
- Volunteering
- Neighborhood watch/association
- St. James Church is planning to build a community center

### Threats

- Crime/robbery/drugs
- Lack of information for citizens
- Lacking community outreach/resources
- Jobless people/poor economy
- Lack of sidewalks & lighting
- Poor planning/lack of a plan for area
- Area could grow faster than available school capacity
- Loitering/open containers outside at stores make area unsafe



The November 12<sup>th</sup> Envision Ensley workshop built upon the community attributes identified above. Residents were tasked with identifying the short- and long-term improvements they wanted to see the Ensley Redevelopment Plan accomplish. The following improvements were identified:

- Chemstrand Rd from Nine Mile Rd. to E. Johnson Rd. add sidewalks
- Add left turn lane and light on Chemstrand Rd. at Nine Mile Rd.
- Add left turn signal on Detroit Blvd. at U.S. 29 – both directions (x2)
- Add sidewalks on E. Johnson Ave. past Greenacres to Cody Ln. on both sides
- Traffic signal synchronization
- Street lights on E. Johnson Ave.
- Clean up abandoned lots
- More police presence (x2)
- Streetlights and sidewalks on all major thoroughfares and side streets
- Large community center with gym, multi-purpose rooms, kitchen, pavilions outdoors, public pool, tennis courts, athletic/recreational events, skate park, computer lab and library (x2)
- Smaller parks strategically placed in community
- Cultural festival/events
- Partnership with St. James Church to build community center (church will provide land with entrance from Vickie St.
- Expand sewer system throughout CRA
- Improvement to Ensley Elementary School crossing guards signage and road striping.
- Street lights, trash containers, benches, and bike paths for: Nine Mile Rd., Olive Rd., N. Palafox St., U.S. 29, Cody Ln.
- Finish sidewalks network from E. Johnson Ave. and Chemstrand Rd. and Chisholm Rd., Airway Dr. and Briese Ln.
- Sidewalks on N. Palafox St.
- Dedicated bike lanes
- Bus stop improvements (shelters and other amenities)
- Design retention ponds to double as public spaces
- Infill development/better utilization of Sears Blvd. Industrial Park
- Improved street connectivity
- Sidewalks on Tower Dr. and Detroit Blvd.
- Community Center between Sunny Lane & Sunny Acres/Partnership with St. James Church
- Widen N. Palafox St.
- Staff the Sheriff's Office substation 24-hours a day
- Improve bus routes/handicapped service
- Speed bumps at Tower Dr. & Detroit
- Streetlights and sidewalks on E. Johnson Ave. from Airway Dr. to Cody Ln.
- Streetlights and sidewalks on Chemstrand Rd. from Johnson to E. Nine Mile Rd.
- Bike lanes on Chemstrand from E. Johnson Ave. to E. Nine Mile
- No entrance through Topeka or Camden roads for the new subdivision (x2)
- Redevelopment of K-Mart shopping center
- Improve drainage/clean existing ditches
- Traffic merging issues/congestion on U.S. 29 from I-10 during evening rush hour
- Trim trees over roads

## **APPENDIX B: STATUTORY REQUIREMENTS**

This section addresses certain specific requirements of Chapter 163, Part III, Florida Statutes, as they relate to the preparation and adoption of Community Redevelopment Plans in accordance with Sections 163.360 and 163.362. Provided below is a brief synopsis of each subsection requirement from 163.360 and 163.362, and a brief description of how the redevelopment plan and adoption process meet those requirements.

### **163.360 – Community Redevelopment Plans**

#### **Section 163.360 (1), Determination of Slum or Blight By Resolution**

This section requires that a local governing body determine by resolution that an area has been determined to be a slum or blighted area before a redevelopment area can be established.

Action: Escambia County previously conducted a blight study which established conditions of blight in Ensley and designated the area as appropriate for community redevelopment.

#### **Section 163.360 (2)(b), Completeness**

This section requires that the Redevelopment Plan be sufficiently complete to address land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation of properties within the redevelopment area, as well as zoning or planning changes, land uses, maximum densities, and building requirements.

Action: These issues are addressed in Chapters 2 and 3 of the Redevelopment Plan.

#### **Section 163.360 (2)(c), Development of Affordable Housing**

This section requires the redevelopment plan to provide for the development of affordable housing, or to state the reasons for not addressing affordable housing.

Action: The Redevelopment Plan anticipates the need to maintain and expand affordable housing in Ensley. The Escambia County Community Redevelopment Agency will coordinate with local housing developers to seek opportunities for the development of additional affordable housing.

#### **Section 163.360 (4), Plan Preparation and Submittal Requirements**

The Community Redevelopment Agency may prepare a Community Redevelopment Plan. Prior to considering this plan, the redevelopment agency will submit the plan to the local planning agency for review and recommendation as to its conformity with the comprehensive plan.

Action: Escambia County Community Redevelopment Agency staff prepared the Ensley Redevelopment Plan.

#### **Section 163.360 (5), (6), (7)(a)(d), Plan Approval**

**163.360 (5).** The Community Redevelopment Agency will submit the Redevelopment Plan, along with written recommendations, to the governing body and each taxing authority operating within the boundaries of the redevelopment area.

Action: The Escambia County Board of County Commissioners, sitting as the Escambia County CRA, will pass a resolution for the final adoption of the Plan as provided by statute. The Board of County Commissioners will proceed with a public hearing on the Redevelopment Plan as outlined in Subsection (6), below.

**163.360 (6).** The governing body shall hold a public hearing on the Community Redevelopment Plan after public notice by publication in a newspaper having a general circulation in the area of operation of the Ensley Redevelopment Area.

Action: A public hearing on the Ensley Redevelopment Plan will be held at a future date.

**163.360 (7).** Following the public hearing described above, Escambia County may approve the redevelopment plan if it finds that:

(a) A feasible method exists for the location of families who will be displaced from the Redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

Action: To minimize the relocation impact, the CRA will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

(d) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the redevelopment area by private enterprise.

Action: The need for, and role of, private enterprise and investment to ensure the successful rehabilitation or redevelopment of the Ensley area is described throughout the Plan.

#### **Section 163.360 (8)(a)(b), Land Acquisition**

These sections of the statute establish requirements for the acquisition of vacant land for the purpose of developing residential and non-residential uses. The Redevelopment Plan supports future development of both residential and non-residential uses at various locations in the redevelopment area as described in Chapter 3. The Plan identifies strategies that will promote and facilitate public and private sector investment in vacant land acquisition for these purposes.

#### **Chapter 163.362 - Contents of Community Redevelopment Plans**

Every community redevelopment plan shall:

##### **Chapter 163.362(1) Legal Description**

Contain a legal description of the boundaries of the redevelopment area and the reasons for establishing such boundaries shown in the plan.

Action: A legal description of the boundaries is contained in Escambia County Board of County Commissioners Resolution R2014-146 and the Finding of Necessity Report, which are attached and incorporated herein by reference.

### **Chapter 163.362(2) Show By Diagram and General Terms:**

(a) Approximate amount of open space and the street layout.

Action: This task is achieved in the Redevelopment Plan in Chapter 2 and Chapter 3. Figure 3.1 demonstrates the location for potential areas to be preserved as open space.

(b) Limitations on the type, size, height, number and proposed use of buildings.

Action: These are described in general terms in Chapter 2, however it is expected that the County's zoning ordinance and land development regulations will continue to provide the regulatory framework for any building dimension or style limitations. This redevelopment plan does not add any new limitations on the type, size, height, number and proposed use of buildings in the Ensley Redevelopment Area.

(c) The approximate number of dwelling units.

Action: This redevelopment plan does not include any capital improvements for the development of new housing units – therefore, no estimation of new dwelling units is included in this plan. However, based on the future land use concepts contained in the Plan, and the expressed desire to increase residential opportunities in Ensley, it can be reasonably expected that new investment in housing will occur over time. Future developments of moderate to high density residential projects are encouraged in other areas of the redevelopment area, as well as new investment in single family infill. Residential density in Ensley is expected to increase.

(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities and public improvements of any nature.

Action: Proposed future uses and activities of this nature are described in Chapter 2.

### **Chapter 163.362(3) Neighborhood Impact Element**

If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas.

The Ensley Redevelopment Area contains a significant number of dwelling units which may be considered low to moderate-income units. The Redevelopment Plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

The implementation of the Ensley Redevelopment Plan will contribute significantly in improving the quality of life for Ensley residents. Potential impacts are summarized below for each category required by statute: relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

#### **Relocation**

The Redevelopment Plan as proposed supports the preservation of existing residential areas and does not require the relocation of any of the low or moderate income residents of the redevelopment area. To minimize the relocation impact, the Community Redevelopment Agency will provide support services and equitable financial

treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/ redeveloped buildings that will contain residential and commercial space.

### **Traffic Circulation**

The implementation of the Redevelopment Plan recommendations related to streetscape improvements and traffic circulation are anticipated to positively impact the Ensley Redevelopment Area. The primary corridor improvements, a component of the Redevelopment Plan, envisions enhancing identified roadways through streetscape improvements that encourage pedestrian mobility and improve vehicular circulation within the area.

### **Environmental Quality**

Escambia County Community Redevelopment Agency will work closely with developers to ensure anticipated new development does not negatively affect the drainage capacity of the area, and, when feasible, support on-site provision of stormwater retention facilities for new development. The development of vacant and/or underutilized sites within Ensley may result in minor increases in the amount of stormwater runoff which may contain pollutants. The Redevelopment Plan recommends pursuing environmental remediation in close cooperation with property owners to ensure that the pollutants are handled adequately prior to new development on identified brownfield sites.

The county will closely monitor the capacity of the existing and planned stormwater infrastructure to ensure sufficient capacity exists, and there are no negative impacts from development. In terms of vegetation and air quality, proposed streetscape improvements are anticipated to add vegetation to Ensley and preserve existing mature tree canopies.

No negative impact on the existing sanitary sewer is expected from implementation of the Redevelopment Plan, and expansion of said sewer may be required to spur redevelopment. If future deficiencies are projected, the county and the Redevelopment Agency will ensure that adequate capacity is available at the time of development.

### **Community Facilities and Services**

The Redevelopment Plan presents strategies to create a number of town-center-styled gateway areas that will accommodate a diverse range of community and cultural facilities serving the needs of the local population. Existing open space/recreation facilities in Ensley and its vicinity include: John R. Jones, Jr. Park and Old Ensley School Park. The Plan recognizes the importance of these facilities and supports improvements of these facilities.

### **Effect on School Population**

The Redevelopment Plan does not anticipate significantly affecting Ensley school population. Any increase in school population is expected to be absorbed by the existing schools in the area. The Redevelopment Plan recommends streetscape improvements and sidewalks connecting the area schools to improve pedestrian safety and walkability for students and parents who walk to school. The County and the Redevelopment Agency will continue to work closely with Escambia County School Board to ensure the board's plans for area schools are consistent with the Redevelopment Plan.

### **Physical and Social Quality**

The Plan's recommendations to continue with improvements to the existing streetscape environment, to redevelop vacant land and former industrial sites, to establish urban design and architectural standards for new development, and to continue code enforcement will have a positive impact on Ensley's physical and visual character.

Implementation of the redevelopment plan will also improve community access to the social service network currently available to local residents. Job training, apprenticeship opportunities, and mentorship programs created through commercial and industrial redevelopment and establishment of a community center will support the development of human capital, increase employment opportunities and serve as a tool to improve the household income.

#### **Chapter 163.362(4) Identify Specifically any Publicly Funded Capital Projects**

Publicly Funded Capital Improvements are identified in Chapter 4 of the Plan.

#### **Chapter 163.362(5) (6) Safeguards and Retention of Control**

Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Provide for the retention of controls and establishment of any restrictions or covenants running with land sold or leased for private use.

Action: The following safeguards and procedures will help ensure redevelopment efforts in the redevelopment area are carried out pursuant to the redevelopment plan:

The Community Redevelopment Plan is the guiding document for future development and redevelopment in and for the Ensley Redevelopment Area. In order to assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this Plan, the Escambia County Community Redevelopment Agency will utilize the regulatory devices, instruments and systems used by Escambia County to permit development and redevelopment within its jurisdiction. These include but are not limited to the Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and County-authorized development review, permitting and approval processes. Per Florida Statute, Escambia County retains the vested authority and responsibility for:

- The power to grant final approval to Redevelopment Plans and modifications.
- The power to authorize issuance of revenue bonds as set forth in Section 163.385.
- The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(3), and the power to assume the responsibility to bear loss as provided in Section 163.370(3).

In accordance with Section 163.356(3)(c), by March 31 of each year the Redevelopment Agency shall file an Annual Report with Escambia County detailing the Agency's activities for the preceding fiscal year. The report shall include a complete financial statement describing assets, liabilities, income and operating expenses. At the time of filing, the Agency shall publish in a newspaper of general circulation a notice that the report has been filed with the County and is available for inspection during business hours in the office of the County Clerk and the Escambia County Community Redevelopment Agency.

The Community Redevelopment Agency shall maintain adequate records to provide for an annual audit, which shall be conducted by an independent auditor and will be included as part of the Escambia County Comprehensive Annual Financial Report for the preceding fiscal year. A copy of the Agency audit, as described in the CAFR will be forwarded to each taxing authority.



The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions and/or covenants to run with the land and its uses, or other provisions necessary to carry out the goals and objectives of the redevelopment plan.

The Redevelopment Plan may be modified, changed, or amended at any time by the Escambia County Community Redevelopment Agency after notice and public hearing. If modified, changed, or amended after the lease or sale of property by the Agency, the modification must be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. This means that if a developer acquired title, lease rights, or other form of development agreement, from the Agency to a piece of property within the redevelopment area with the intention of developing it in conformance with the redevelopment plan, any amendment that which might substantially affect his/her ability to proceed with that development would require his/her consent.

When considering modifications, changes, or amendments in the redevelopment plan, the Agency will take into consideration the recommendations of interested area property owners, residents, and business operators. Proposed minor changes in the Plan will be communicated by the agency responsible to the affected property owner(s).

#### **Chapter 163.362(7) Assurance of Replacement Housing for Displaced Persons**

Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

Action: As previously stated, to minimize the relocation impact, the Agency will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

#### **Chapter 163.362(8) Element of Residential Use**

Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low to moderate income, including the elderly.

Action: There are residential uses of various types and character, including, single-family, multi-family, rental units, owner-occupied units, and detached units in existence in the redevelopment area at the time of this writing. The efforts undertaken by the Agency, as described in this Redevelopment Plan, are intended to retain and enhance a high quality of residential use, particularly with regard to developing and maintaining sustainable neighborhoods. Redevelopment program activities will strive to cultivate the positive neighborhood characteristics cited by the community during public workshops and reduce or eliminate any negative characteristics.

The establishment of a revitalized and expanded residential base in Ensley is essential to achieve a successful economic redevelopment program. Residents living within the redevelopment area will comprise components of the work force and the market, which will generate economic activity.

#### **Chapter 163.362(9) Statement of Projected Costs**

Contain a detailed statement of the projected costs of development, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment funds.

Action: Project costs and funding sources are described in Chapter 4 of the Redevelopment Plan.

#### **Chapter 163.362(10) Duration of Plan**

Provide a time certain for completing all redevelopment financed by increment revenues.

Action: The Ensley Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area through 2046.

## APPENDIX C: TAX INCREMENT FINANCING

Tax increment financing (TIF) is a tool that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. Because it is a frequently relied-upon tool for project financing, it is explored more fully here. This section presents a brief history of tax increment financing, types of expenses allowed, and TIF revenue projections that the Ensley redevelopment area may generate in the next forty years.

### History of Tax Increment Financing

TIF was originally developed over 50 years ago as a method to finance public improvements in distressed areas where redevelopment would not otherwise occur. TIF is separate from grants or government funds, and given reductions in federal funds available for local projects in recent years TIF has increasingly developed into a primary means to finance local redevelopment.

State law controls tax increment financing. Because of this control, tax increment financing takes on a number of different techniques and appearances throughout the country. In Florida, tax increment financing is authorized in the Community Redevelopment Act of 1969, which is codified as Part III, Chapter 163 of the Florida Statutes. This act, as amended in 1977, provides for a combination of public and private redevelopment efforts and authorizes the use of tax increment financing. Under the Statutes, municipalities must go through a number of steps to establish a redevelopment area and implement a tax increment financing district for that area.

Upon approval of the governing body, a trust fund for each community redevelopment area may be established. The revenues for the trust fund are obtained by allocating any increases in taxable assessed value to the area. The current assessed value of the district is set as the base and any increases (the tax increment revenues) are available for improvements to the area. The property tax paid on the base assessed value continues to be distributed to the local governments. The tax collector collects the entire property tax and subtracts the tax on the base value, which is available for general government purposes. Of the remaining tax increment revenues, 75 percent are deposited to the trust fund. The remaining 25 percent of the incremental growth is kept by the local government as a collection fee.

### Type of Expenses Allowed

Funds from the redevelopment trust fund may be expended for undertakings of the community redevelopment agency which are directly related to financing or refinancing of redevelopment in the redevelopment area pursuant to an approved community redevelopment plan for the following purposes, including, but not limited to:

- Establishment and operations: The implementation and administrative expenses of the community redevelopment agency.
- Planning and analysis: Development of necessary engineering, architectural, and financial plans.
- Financing: Issuance and repayment of debt for proposed capital improvements contained in the community redevelopment plan.
- Acquisition: The acquisition of real property.
- Preparation: Tasks related to site preparation, including the relocation of existing residents.

According to F.S. 163.370(2), TIF funds may not be used for the following purposes:

- To construct or expand administration buildings for public bodies or police and fire buildings unless each taxing authority involved agrees,
- Any publicly-owned capital improvements which are not an integral part of the redevelopment if the improvements are normally financed by user fees, and if the improvements would have other-wise been made without the Redevelopment Agency within three years, or
- General government operating expenses unrelated to the Redevelopment Agency.

In addition, tax increment funds cannot be spent on capital projects contained in the local government's Capital Improvement Plan for the preceding three years.

## APPENDIX D: RESOLUTION R2014-146

Escambia County  
Clerk's Original

2014-001262 BCC  
Dec. 11, 2014 Page 1

12/11/2014 5:33pm PH.

### RESOLUTION R2014-146

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE ENSLEY COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ENSLEY COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE ENSLEY AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1. Authority.** This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

**Section 2. Definitions.** The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Ensley Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

**Section 3. Findings and Determinations.** The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Ensley Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.
- b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Ensley Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents if the County in order to eliminate, remedy and prevent conditions of slum and blight.
- c) The Board of County Commissioners finds and determines that there exists a

Date: 12/15/2014 Verified By: J. Carver

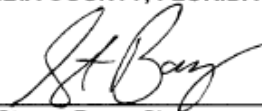
need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes in the Proposed Ensley Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Ensley Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

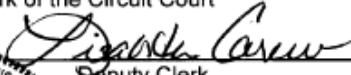
Adopted this 11<sup>th</sup> day of December, 2014.

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

BY:   
Steven Barry, Chairman

Attest:

PAM CHILDERS  
Clerk of the Circuit Court

By:   
Deputy Clerk



Date Executed

12/11/2014

Approved as to form and legal  
sufficiency.

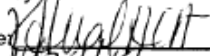
By/Titled:   
Date: 11/24/14



EXHIBIT "A"

Legal Description  
Ensley Redevelopment Area  
November 5, 2014

This description is intended solely for the purpose of identifying the Ensley Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W) and the South right-of-way line of East Nine Mile Road (200' R/W); thence run East along said South right-of-way line of East Nine Mile Road (200' R/W) to the West right-of-way line of Jernigan Road (66' R/W); thence run south along said West right-of-way line of said Jernigan Road (66' R/W) and the West right-of-way line Cody Lane (R/W varies) to the South right-of-way line of East Olive Road (R/W varies); thence run West along said South right-of-way line of East Olive Road (R/W varies) to the Northwest corner of Lot 1, Block "W", Oak Forest Subdivision as recorded in Plat Book 10 at page 100 of the public records of Escambia County, Florida, thence run in a Southeasterly, Westerly and Southeasterly direction along the West boundary of said Oak Forest Subdivision to the most Southerly corner of Lot 47, Block "W", thence continue on an extension of the line last run for 100.00 feet to the East line of a Gulf Power Easement (100' Easement); thence run Northeast 433 feet, more or less, to the Northwest corner of that parcel of land recorded in Official Records Book 6620 at page 590 of the public records of Escambia County, Florida; thence run Southeasterly along the North line of said parcel for 154.2 feet to the Southwest corner of Lot 52, Block "A", Carlisle Subdivision Unit 2 as recorded in Plat Book 9 at page 85 of the public records of said County; thence Southeasterly along the West line of said Carlisle Subdivision Unit 2 to the North right-of-way line of Interstate 10; thence run West along said North right-of-way line and extension thereof to the East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W); thence run Northerly along said East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W) to the Point of Beginning.

**Findings of Necessity  
Proposed Ensley Redevelopment Area**

**Introduction**

As directed by the Board of County Commissioners and Committee of the Whole, Escambia County Community & Environment Department/Community Redevelopment Agency prepared a Findings of Necessity report to support the proposed creation of an Ensley Redevelopment Area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2010 U.S. Bureau of Census Population and Housing with 2014 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of slum or blight as described in Florida Statute 163.340(7) or (8).

**Findings**

A "blighted area" is a area experiencing economic distress, endangerment to life or property due to the presence of a substantial number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

**Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:**

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. While some of the area is served by sanitary sewer, other areas in the proposed are not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

**Finding 2: Deterioration of site or other improvements:**

Based upon windshield surveys conducted during 2014, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 52% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of

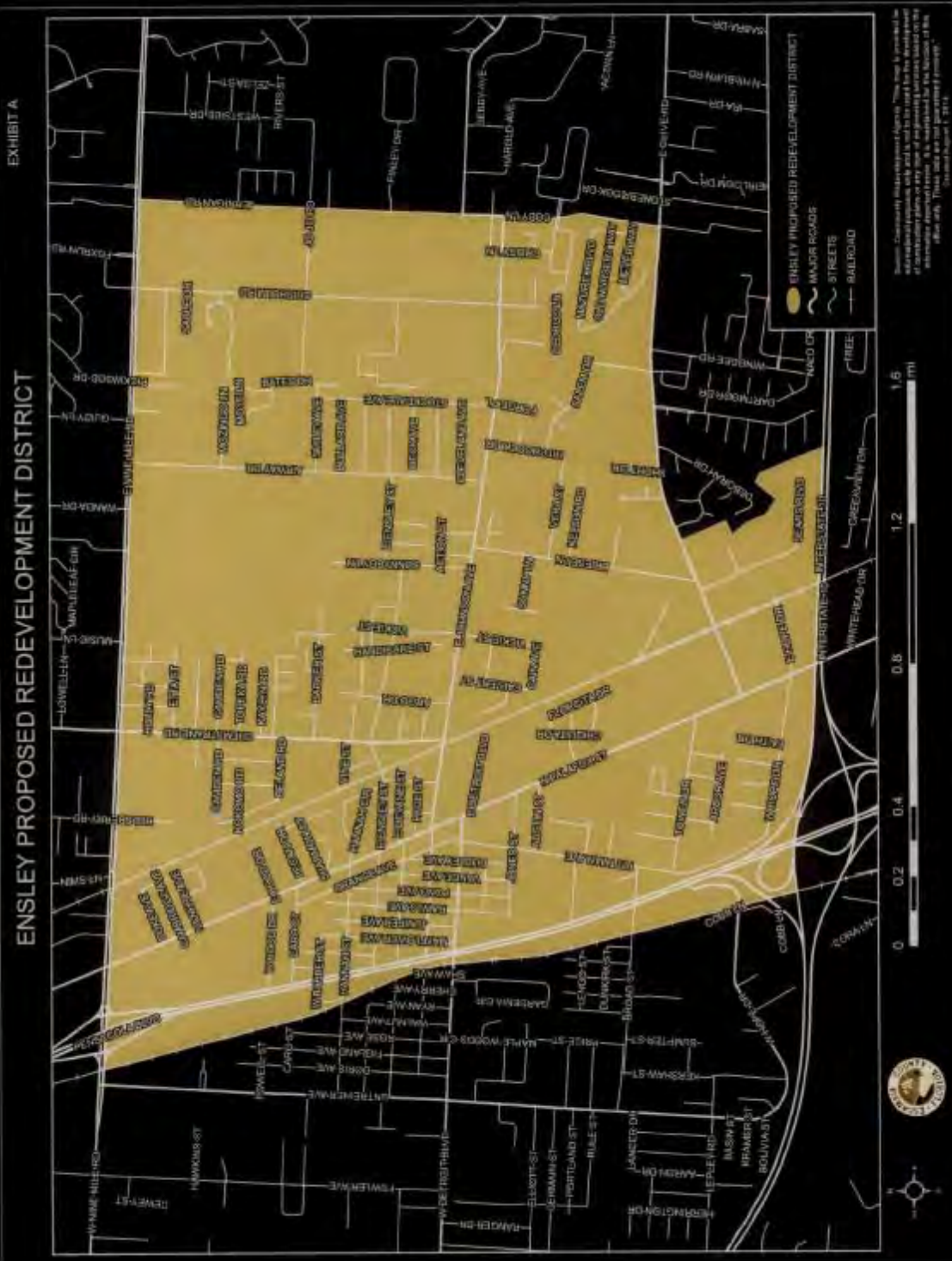
structural damage, or need of demolition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. Many of the homes were constructed prior to 1982. The age and conditions of the structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.

The residents' economic conditions indicate economic distress of the proposed Ensley Area. This contributes to the diminished re-investment and new development in the area as highlighted by the following:

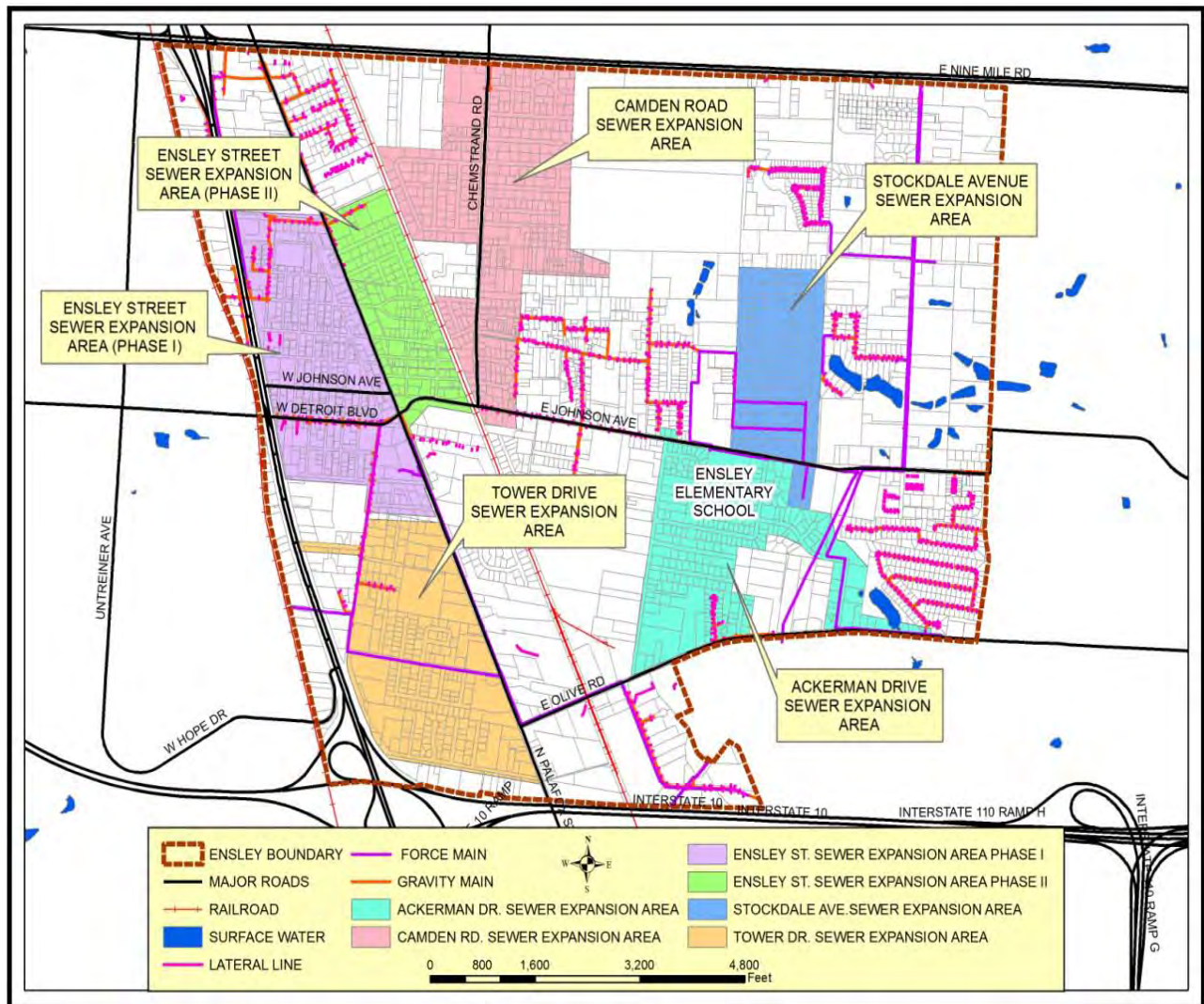
- The average median owner-occupied housing value of \$114,000 in the proposed area compared to the County median of \$132,412.
- The average median household income in the area is \$39,000 compared to the County median income of \$42,100.

#### **Summary**

Based upon the findings presented, the proposed redevelopment area exhibits conditions of slum or blight as defined by Florida Statutes. The condition of numerous structures within its boundaries, lack of public infrastructure, and the socio-economic characteristics of the residents all contribute to this recommendation. The proposed area would benefit from redevelopment programs and projects. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of slum and blight. The creation of a redevelopment area will serve to improve the condition of this blighted area and help bring much needed economic development to the area.



## APPENDIX E: PROPOSED ECUA SEWER EXPANSION AREA



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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Ensley Redevelopment Plan

Date: 5/11/16

Date due for placement on agenda: 6/7/16 Planning Board

Requested by Max Rogers, AICP, Dev. Program Manager

Phone Number: 595-3499

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by Meredith Crawford

Date Received: 5/2/16

X

Approved as to form and legal sufficiency.

\_\_\_\_\_

Not approved.

\_\_\_\_\_

Make subject to legal signoff.

Additional comments:



# **DRAFT**

## **MINUTES OF THE ESCAMBIA COUNTY PLANNING BOARD**

**June 7, 2016**

**CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, BOARD CHAMBERS  
PENSACOLA, FLORIDA  
(9:25 A.M. – 11:57 A.M.)**

**Present:** Wayne Briske, Chairman  
Tim Tate, Vice Chairman  
Alvin Wingate  
Patty Hightower, School Board (non-voting)  
Stephanie Oram, Navy (Non voting)  
Timothy Pyle  
Reid Rushing

**Absent:** Rodger Lowery  
Bob Cordes

**Staff Present:** Allyson Cain, Urban Planner, Planning & Zoning  
Andrew Holmer, Division Manager, Planning & Zoning  
Griffin Vickery, Urban Planner, Planning & Zoning  
Horace Jones, Director, Development Services  
John Fisher, Senior Urban Planner, Planning & Zoning  
Juan Lemos, Senior Planner, Planning & Zoning  
Kayla Meador, Sr Office Assistant  
Meredith Crawford, Assistant County Attorney

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Tim Tate, Seconded by Reid Rushing

Motion was made to accept the proof of publication and waive the reading of the legal advertisement.

**Vote:** 5 - 0 Approved

Other: Rodger Lowery (ABSENT)

Bob Cordes (ABSENT)

4. Approval of Minutes.

A.

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the April 5, 2016 Regular Planning Board Meeting.

B. Planning Board Monthly Action Follow-up Report for May 2016.

C. Planning Board 6-Month Outlook for June 2016.

Motion by Reid Rushing, Seconded by Tim Tate

Motion was made to approve the minutes from the Regular Planning Board Meeting held on April 5, 2016.

**Vote:** 5 - 0 Approved

Other: Rodger Lowery (ABSENT)  
Bob Cordes (ABSENT)

5. Acceptance of Planning Board Meeting Packet.

6. Public Hearings.



A.

**A Public Hearing Concerning the Review of Ensley Redevelopment Plan and Recommend Determination of Conformance With the Comprehensive Plan**

That the Planning Board review and recommend to the Board of County Commissioners (BCC) adoption of the Ensley Redevelopment Plan and determine that the plan is in conformance with the local Comprehensive Plan.

Motion by Tim Tate, Seconded by Alvin Wingate

Motion was made to accept and recommend approval to the BCC.

**Vote:** 5 - 0 Approved

Other: Rodger Lowery (ABSENT)  
Bob Cordes (ABSENT)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11180

Public Hearings 10.

#### BCC Regular Meeting

**Meeting Date:** 10/20/2016

**Issue:** 5:32 p.m. Public Hearing to Adopt the Ensley Redevelopment Trust Fund Ordinance

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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#### **RECOMMENDATION:**

5:32 p.m. Public Hearing for consideration of adopting the Ensley Redevelopment Trust Fund Ordinance.

Recommendation: That the Board take the following action concerning adoption of the Ensley Redevelopment Trust Fund Ordinance:

A. Adopt an Ordinance of Escambia County, Florida relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Ensley Redevelopment Projects; providing for short title; providing for legislative findings; providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the Fiscal Year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date; and

B. Authorize the Chairman to execute the Ordinance.

#### **BACKGROUND:**

On December 11, 2014, the Escambia County Board of County Commissioners adopted a Resolution (R2014-146) creating the Ensley Redevelopment District.

On October 20, 2016, at 9:00 a.m., a CRA meeting was convened to recommend to the Board to adopt an Ordinance to establish the Ensley Redevelopment Trust Fund. A copy of the Ordinance and Map is attached.

#### **BUDGETARY IMPACT:**

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Ordinance was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this process.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Conducting a Public Hearing to adopt an Ordinance is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

Upon Board adoption of the Ordinance, NHS/CRA staff, in coordination with other County Departments, Chris Jones Property Appraisers, and the various Neighborhood Groups in Ensley District, will process the necessary documents for the Ensley Trust Fund for the designated area.

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**Attachments**

Ordinance Ensley OCT2016

Ensley Map

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**ORDINANCE 2016-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES, FOR ENSLEY REDEVELOPMENT AREA PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OF REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County;

**WHEREAS**, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, "The Community Redevelopment Act of 1969"; and

**WHEREAS**, on December 11, 2014, the Board of County Commissioners adopted the Ensley Resolution of Findings (R2014-146) of slum and blight and a shortage of affordable housing for low and moderate income households in the Ensley community; and

**WHEREAS**, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Ensley Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the continued protection of the health, safety, and welfare of the citizens of the County through the Community Redevelopment Act.

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

**Section 1.** Chapter 46, Article VI, Section 46-291 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

**Sec. 46-291. The Ensley Redevelopment Trust Fund Ordinance.**

**(1) Title.** This section shall be known as the "The Ensley Redevelopment Trust Fund Ordinance," and may be cited as such, and will be referred to herein as "this section".

**(2) Legislative Findings:**

a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board")

adopted resolutions by which it found and declared: i) that five blighted areas existed in Escambia County; ii) that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas were necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights; iii) that said blighted areas were appropriate for community redevelopment projects; and iv) that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended. These resolutions designated the blighted areas as community redevelopment areas.

- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. On August 18, 2016, the Board further adopted the Ensley Redevelopment Plan for community redevelopment projects conducted by the Community Redevelopment Agency. The boundaries of the area are described as follows:

Begin at the intersection of the East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W) and the South right-of-way line of East Nine Mile Road (200' R/W); thence run East along said South right-of-way line of East Nine Mile Road (200' R/W) to the West right-of-way line of Jernigan Road (66' R/W); thence run south along said West right-of-way line of said Jernigan Road (66' R/W) and the West right-of-way line Cody Lane (R/W varies) to the South right-of-way line of East Olive Road (R/W varies); thence run West along said South right-of-way line of East Olive Road (R/W varies) to the Northwest corner of Lot 1, Block "W", Oak Forest Subdivision as recorded in Plat Book 10 at page 100 of the public records of Escambia County, Florida, thence run in a Southeasterly, Westerly and Southeasterly direction along the West boundary of said Oak Forest Subdivision to the most Southerly corner of Lot 47, Block "W", thence continue on an extension of the line last run for 100.00 feet to the East line of a Gulf Power Easement (100' Easement); thence run Northeast 433 feet, more or less, to the Northwest corner of that parcel of land recorded in Official Records Book 6620 at page 590 of the public records of Escambia County, Florida; thence run Southeasterly along the North line of said parcel for 154.2 feet to the Southwest corner of Lot 52, Block "A", Carlisle Subdivision Unit 2 as recorded in Plat Book 9 at page 85 of the public records of said County; thence Southeasterly along the West line of said Carlisle Subdivision Unit 2 to the North right-of-way line of Interstate 10; thence run West along said North right-of-way line and extension thereof to the East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W); thence run Northerly along said East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W) to the Point of Beginning.

- d. In addition, the Board makes the following findings:
  - 1) The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2014-146 and Ordinance 2016—\_\_\_\_ are supported by competent and substantial evidence and that said findings

determinations, declarations, and actions are valid as it relates to the purpose of this Ordinance.

2) The Ensley Redevelopment Plan, incorporated herein by reference, supports the findings of the Board that the Ensley Redevelopment Area is a blighted area within the meaning of this Ordinance.

3) Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Ensley Redevelopment Area, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by §163.346, Florida Statutes, as amended.

**(3) Definitions.** Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

**(4) Establishment of Redevelopment Trust Fund.**

For the duration of the Ensley Redevelopment Plan, such plan shall be funded by the Ensley Redevelopment Trust Fund. Pursuant to §163.387, Florida Statutes, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Ensley Redevelopment Area and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by §163.387, Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment Agency for such expenses incurred before the redevelopment plans was approved and adopted;
- c. The acquisition of real property in the Ensley Redevelopment Area;
- d. Property clearance and preparation of the Ensley Redevelopment Area for redevelopment and for relocation of site occupants as provided for §163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

**(5) Funding of Redevelopment Trust Fund.**

- a. For the duration of any community redevelopment project undertaken in the Ensley Redevelopment Area pursuant to the Ensley Redevelopment Plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of



each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be that amount equal to 75% of the difference between:

- 1) The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Ensley Redevelopment Area; and
  - 2) The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Ensley Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.
- b. Pursuant to §163.387(2), Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in §163.387, Florida Statutes, as amended.
- c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a result of a community redevelopment project, has been paid, but only to the extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to §163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in the aforementioned paragraphs.
- d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.
- (6) Disposition of Monies Upon Expiration of the Fiscal Year.** Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three (3) years from the date of such appropriation in accordance with §163.387(7), Florida Statutes, as amended.

- (7) **Annual Audit.** The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

**Section 2. Severability.**

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

**Section 3. Inclusion in the Code.**

It is the intention of the Board that the provisions of this ordinance shall become and be made a part of the Escambia County Code of Ordinances and that such sections 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 \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk to the Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

(Seal)

Enacted:  
Filed with Department of State:  
Effective:

Approved as to form and legal  
sufficiency.

By/Title: Idhual Aca  
Date: 8/20/16

**ENSLEY REDEVELOPMENT DISTRICT**

0 0.2 0.4 0.8 1.2 1.6 mi

Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created November 21, 2014.



Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate."  
Created November 21, 2014.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11181

Public Hearings 11.

#### **BCC Regular Meeting**

**Meeting Date:** 10/20/2016

**Issue:** 5:33 p.m. Public Hearing to Consider Adoption of the Atwood Redevelopment Area Plan

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

#### **RECOMMENDATION:**

5:33 p.m. Public Hearing for consideration of adopting the Atwood Redevelopment Area Plan.

Recommendation: That the Board adopt the Atwood Redevelopment Area Plan, as requested by the Community Redevelopment Agency.

#### **BACKGROUND:**

On May 21, 2015, the Escambia County Board of County Commissioners adopted a Resolution (R2015-64) creating the Atwood Redevelopment District.

On October 20, 2016, at 9:00 a.m., a CRA meeting was convened to recommend to the Board to Conduct a Public Hearing at 5:33 p.m., to consider adoption of the Atwood Redevelopment Area Plan. A copy of the Plan is attached.

#### **BUDGETARY IMPACT:**

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Plan has been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

#### **PERSONNEL:**

No additional personnel is necessary or required to carry out this process.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Conducting a Public Hearing to consider adoption of the Atwood Redevelopment Area Plan is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

The CRA solicited input from residents and business owners in the Atwood area by conducting a series of four monthly public community meetings January 2016 thru April 2016. Upon adoption of the Plan by the Board, the CRA will continue to work with residents, neighborhood associations, and area businesses to implement the Plan.

---

**Attachments**

Atwood Redevelopment Plan OCT2016

Legal Stamp PB Minutes Atwood Plan

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OAK TREES ON KLINGER STREET. CRA STAFF

---

# ATWOOD REDEVELOPMENT PLAN

Escambia County  
Community Redevelopment Agency  
Neighborhood & Human Services Department

Adopted [MONTH] 2016

**DRAFT**

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## CHAPTER 1: OVERVIEW

### PLAN CONTENT AND ORGANIZATION

The Community Redevelopment Act of 1969 was enacted to provide local governments within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers to this agency such as the power to designate certain areas as: slum or blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The Redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the district. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the Area. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F.S. 163.361.

On May 21, 2015, the Board of County Commissioners designated Atwood as a Redevelopment District finding that it was blighted and the area had a shortage of affordable homes for low- and moderate-income households. This designation was necessary in the interest of public health, safety, moral and welfare of the residents in order to eliminate, remedy and prevent conditions of blight. This Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the Atwood Redevelopment District and is written in compliance with Florida Statutes Part III, Chapter 163.

The Atwood Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the Escambia County Community Redevelopment Agency and area residents and community leaders. The intent of the Redevelopment Plan is to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the Atwood Redevelopment District. Each of the planning initiatives contained herein involved a series of community workshops and meetings designed to create a unified vision for Atwood. The stakeholder-driven planning process integrates several objectives: Enhance the physical environment; preserve residential character; support commercial activity; introduce a diverse mix of uses along primary corridors; pursue new development opportunities; create a community focal point to foster positive change in the District's core; improve the pedestrian environment; and overcome the obstacles to economic development.

To be useful as a long-term redevelopment guide, the Redevelopment Plan must be flexible to accommodate unanticipated changes and should be monitored closely and updated to reflect changes in the economy, public concerns and private sector development opportunities.

The Redevelopment Plan is a comprehensive resource for community leaders and stakeholders engaged in reshaping the social, economic, and physical form of Atwood. Future actions targeted in this area are anticipated to follow the recommendations of the Redevelopment Plan through continued discussions with residents, community stakeholders, and County agencies.

## **CHAPTER 1: OVERVIEW**

This chapter consists of an overview of the plan content and organization, introduction and geographic context and a map of the Atwood District boundary.

## **CHAPTER 2: INVENTORY & ANALYSIS**

This chapter presents a summary of existing conditions, including existing land uses, zoning districts, future land use designations, demographic profile, housing conditions, and neighborhood identity and aesthetics. The summary of inventory results employs data generated by past studies from the Escambia County Community Redevelopment Agency, the Escambia County Property Appraiser GIS database, the 2010 U.S. Census, and University of West Florida's Haas Center for Business Research and Economic Development.

## **CHAPTER 3: CONCEPT PLAN**

The information generated from the inventory, analysis, and the public involvement phases is the foundation for the recommendations contained in Chapter 3. This chapter details action strategies based on established objectives, providing guidelines for sound development and redevelopment of properties in Atwood.

## **CHAPTER 4: CAPITAL IMPROVEMENTS**

This chapter identifies projects that can be pursued in the short-term, mid-term, and long-term. It also includes anticipated costs for the proposed improvements and funding sources to assist the CRA with budgeting and financial planning.

## **CHAPTER 5: PROJECT IMPLEMENTATION**

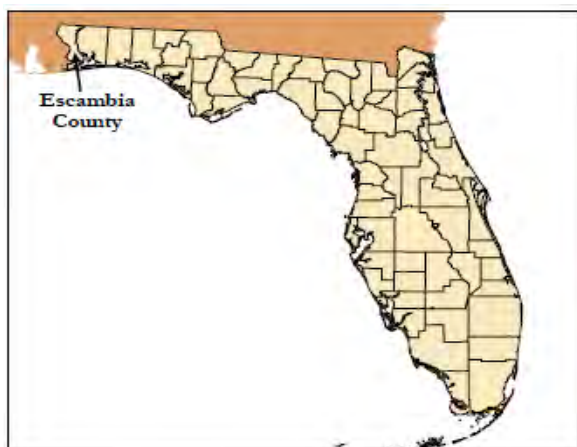
This chapter presents the organizational framework and financial strategies that will be required for successful implementation of the Redevelopment Plan. It defines the roles and responsibilities that should be undertaken by the various agencies and stakeholders that are involved in shaping the future development of the Atwood Redevelopment District.

## **APPENDICES**

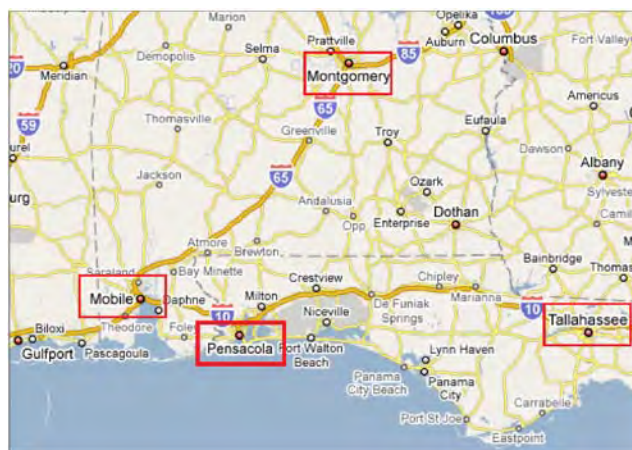
Five appendices conclude the Redevelopment Plan: A) Public Workshops documentation; B) Statutory Requirements; C) Tax Increment Financing; D) Resolution R2015-64 authorizing the Atwood Redevelopment District; and E) a map of the ECUA proposed Atwood Sewer Expansion Area.

## INTRODUCTION & GEOGRAPHIC CONTEXT

Atwood Redevelopment District represents one of multiple unincorporated districts of Escambia County and contains 11 platted neighborhoods, including: Atwood, Charter Oaks, Ferry Pass, Frichez Heights, Gregg Court, Kipling Oaks, Klinger, North Cross Village, Oakhurst, Pandora Place, and Skycrest. The 456-year-old city of Pensacola, around which Escambia County developed, is the closest urban entity to Atwood, and the westernmost city of the Florida Panhandle (Fig. 1.1), the location of a large U.S. naval air station, and a tourist destination for residents of Louisiana, Alabama, and Mississippi. Pensacola's long and rich history as a trading center occupied by settlers under no fewer than five different flags since the 1550s and its unique white sand beaches have made the city today a popular destination for tourists, which the city capitalizes on by way of its numerous festivals year-round that draw visitors from all areas within Pensacola's vicinity. Although not a particularly large economic draw, Pensacola's visitors traveling east on I-10 and North on Davis Highway pass through Atwood on their way to Pensacola and Escambia County's beaches.



**FIGURE 1.1: MAP SHOWING ESCAMBIA COUNTY'S LOCATION IN FLORIDA. ESCAMBIA COUNTY GIS**



**FIGURE 1.2 PENSACOLA'S REGIONAL CONTEXT. GOOGLE MAPS**

The southern part of Escambia County is served by Interstate 10 and the Interstate 110 spur that leads south to downtown Pensacola. This metro area is 50 miles east of Mobile, Alabama, 200 miles west of Tallahassee, and 165 miles south of Montgomery, Alabama—the three largest cities in the vicinity of Pensacola (see Fig. 1.2). Commercial air traffic in the Pensacola and greater northwest Florida area is handled by Pensacola Regional Airport.

As elsewhere in the Florida Panhandle, Escambia County's overall growth in the postwar period has been significantly aided by tourism, even while naval and air force operations continue to support and define much of the character of the Panhandle coast. While the beaches and historic downtowns have prospered, many other areas, particularly in the unincorporated parts of the county, have started to face challenges in economic and residential growth. In 1995, Escambia County established a community redevelopment agency in order to provide direction for urban revitalization and future growth. Since then, a total of nine redevelopment districts were designated for unincorporated parts of the county, including Atwood. These redevelopment districts focus on historic urban residential and commercial centers in Escambia County.

## REDEVELOPMENT AREA BOUNDARY

The Atwood Redevelopment District (Fig. 1.3) is bounded by Olive Road and Johnson Ave to the north, Davis Highway and North Hilburn Road to the west, Interstate 10 to the south, and Caminiti Lane to the east. The total area comprises 617.47 acres and is composed of 11 neighborhoods.

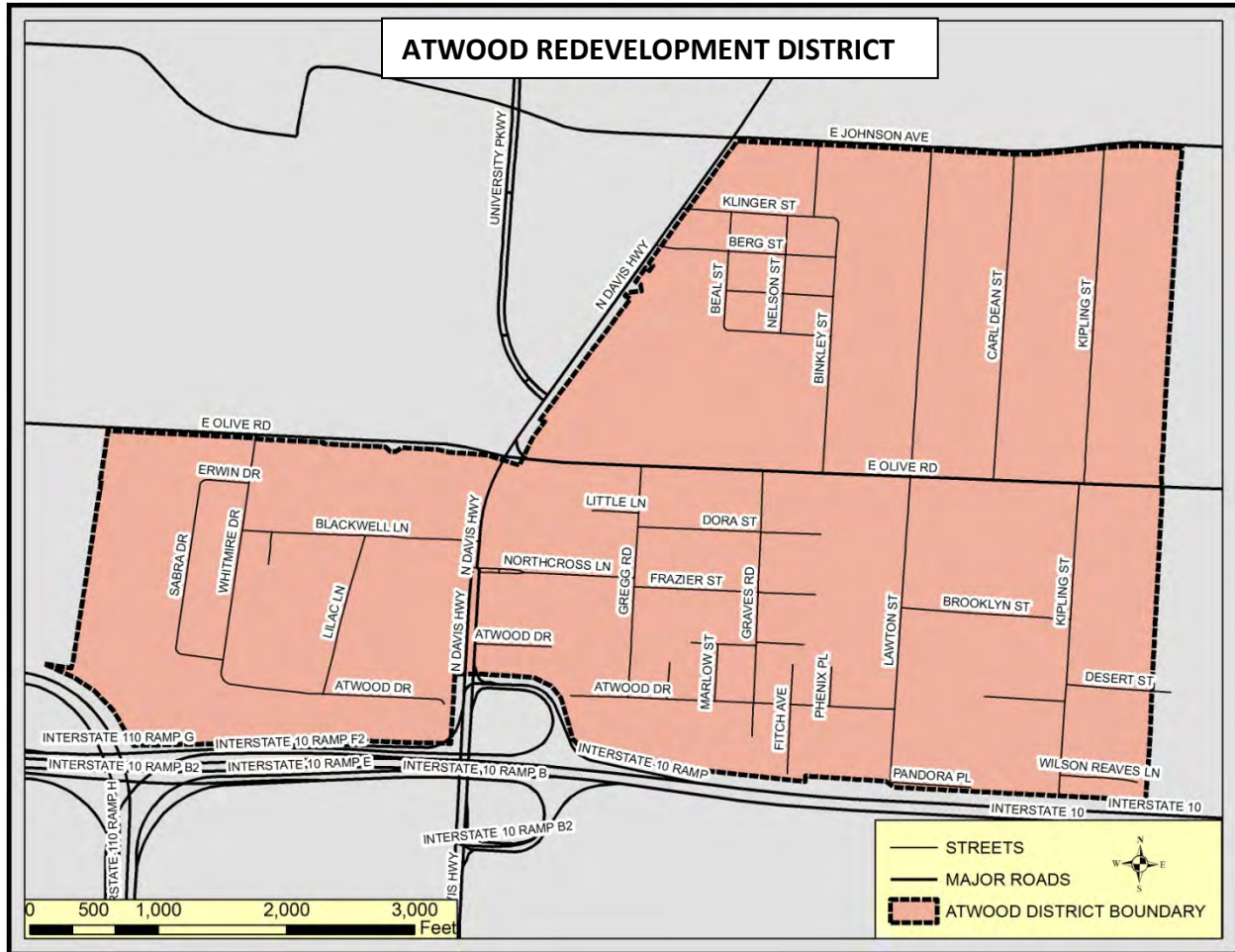


FIGURE 1.3: ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS



Atwood is one of Escambia County's nine community redevelopment districts situated immediately north of Interstate 10. It is the first district accessed when entering Escambia County from the east on I-10. (Fig. 1.4.)

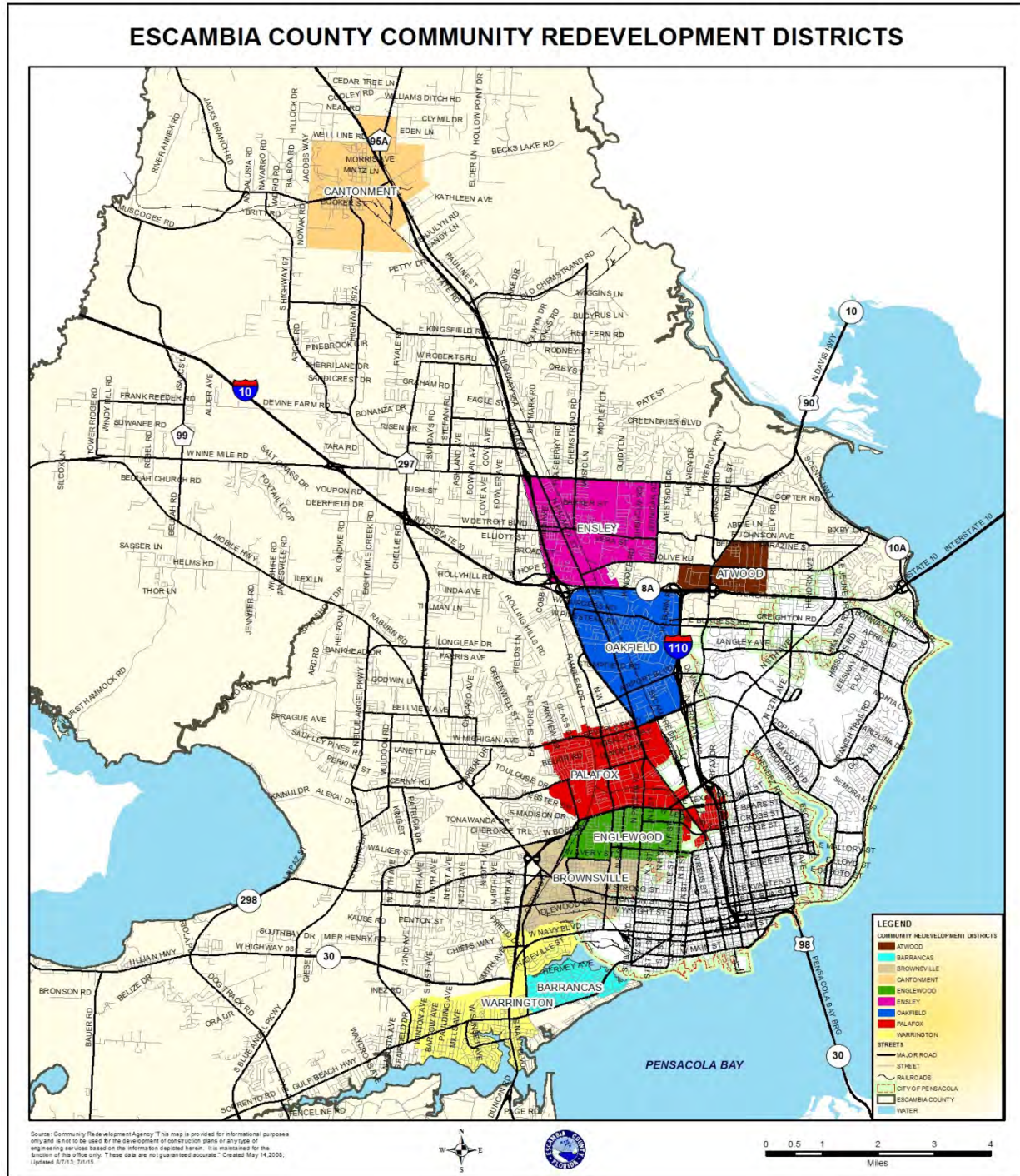


FIGURE 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT DISTRICTS. ESCAMBIA COUNTY GIS

## CHAPTER 2: INVENTORY AND ANALYSIS

### EXISTING LAND USE

The Atwood Redevelopment District is composed of 848 parcels across 617.47 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 65.81% of total land use), **Commercial** (approximately 17.22%), **Vacant** (approximately 7.65%), **Industrial** (approximately 0.92%), and **Institutional** (approximately 3.21%). Other land uses, such as: public properties and utilities comprise the remaining 5.19% of land uses identified in the Redevelopment District. A more detailed description of these land uses follows below.

Land Use Type	Acreage	Percent
Residential	406.46	65.81%
Single-Family Detached	309.97	50.20%
Single-Family Attached	12.09	1.96%
Multi-Family Residential	34.82	5.64%
Mobile Home Park	7.96	1.29%
Mobile Home	41.62	6.74%
Commercial	106.3	17.22%
Industrial	5.65	0.92%
Institutional	19.83	3.21%
Public	22.59	3.66%
Utilities	9.42	1.53%
Vacant/Undeveloped	47.22	7.65%
<b>Total</b>	<b>617.14</b>	<b>100%</b>

TABLE 2.1: EXISTING LAND USES IN THE REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

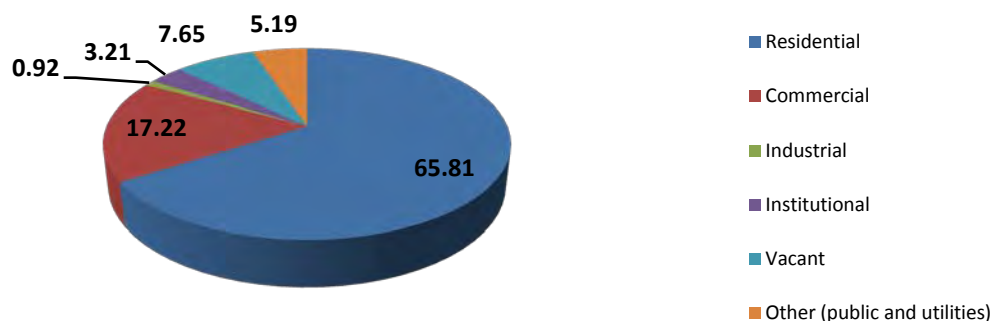


FIGURE 2.1: DISTRIBUTION OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

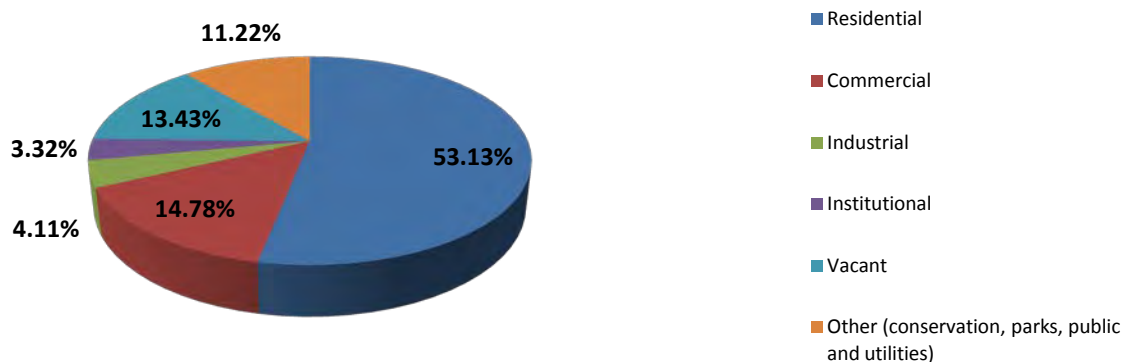


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENTAGE OF TOTAL ACRES. ESCAMBIA COUNTY GIS



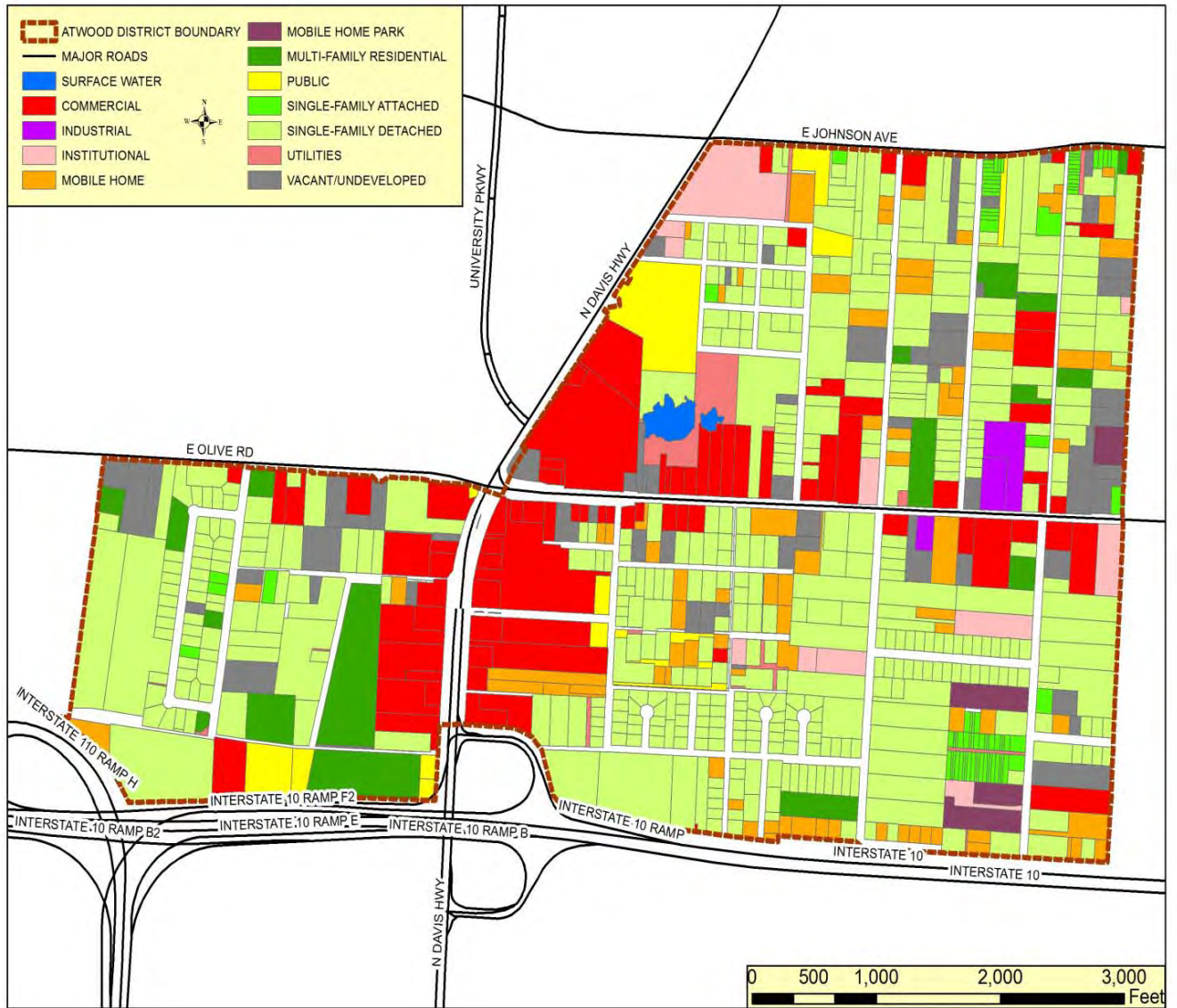


FIGURE 2.3: EXISTING LAND USE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

## RESIDENTIAL

Of the 406.46 acres of residential land, single-family homes account for 322.06 acres, or 52.16% of the total residential acreage of the Redevelopment District. Single-family residential uses account for a total of 549 parcels, or 64.74% of the total number of parcels in the Redevelopment District. This is by far the most dominant land use type in the Redevelopment District. Comprising 41.62 acres (6.74% of the district), mobile homes on individual parcels are the second most common residential use in Atwood.

At a much smaller fraction of residential land use are the other residential types – multi-family (32.82 acres over 19 parcels) and mobile home parks (7.96 acres over 4 parcels). Their combined share of acreage is approximately 6.93% of the residential acreage of the Redevelopment District.



RESIDENTIAL HOMES, ATWOOD REDEVELOPMENT DISTRICT. CRA STAFF

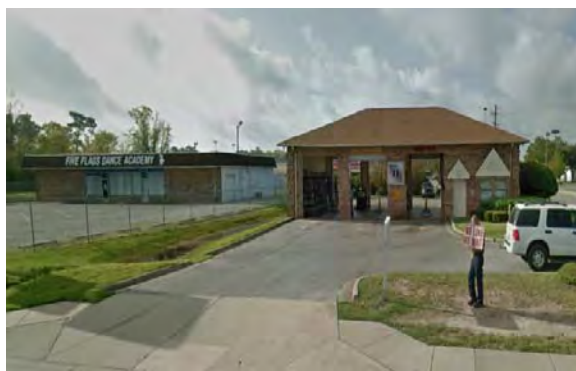
## COMMERCIAL

The second-largest land use contingent occupies 106.3 acres, or 17.22% of the total Redevelopment District acreage, covering 83 parcels. These uses are located primarily along the commercially-oriented East Olive Road and North Davis Highway corridors. Smaller concentrations of commercial uses are also found along Kipling Street.

Atwood's two major commercial corridors (East Olive Road and North Davis Highway) are vibrant and well-travelled. Big Box stores are highly-visible and anchor local shopping centers. Unique local restaurants, shops and services round out the commercial offerings along the corridors. Kipling Street also is a mixed-commercial corridor of small businesses and residential uses.

In Atwood, commercial uses are generally stable with many local businesses remaining in place for generations. Atwood's geographic location north of Pensacola serves both the suburban clientele of those who consider themselves living in 'North Pensacola' as well as the more rural residents who live in Gonzalez, Cantonment, Quintette and Molino. Escambia County's rural residents are likely to shop in Atwood as it is the northern most commercial area in the county and it is more convenient for those living in north Escambia to travel to Atwood rather than driving further south into Pensacola.





**COMMERCIAL USES, ATWOOD CRD.** GOOGLE MAPS

## VACANT USES

As a testament to the redevelopment potential of the area, Atwood's third largest land use category is vacant or undeveloped land. Approximately 7.65% of the redevelopment area consisting of 47.22 acres across 68 parcels is undeveloped. In Atwood, most of the vacant properties are smaller in size and scattered throughout the Redevelopment District.

Vacant structures and abandoned lots are strong indicators of economic distress and lead to deterioration of the physical environment and are detrimental to the investment image of the community. The presence of vacant and underutilized buildings contributes both as an opportunity and a liability for redevelopment. Vacant parcels of considerable size can be assembled to support significant adaptive reuse of underutilized and deteriorating buildings.



**Vacant Properties, ATWOOD DISTRICT.** GOOGLE MAPS

## PUBLIC USES AND UTILITIES

The fourth largest use in the Redevelopment District is public uses and utilities. Public uses in Atwood, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such as schools and stormwater detention areas. Public uses consist of 14 parcels, spanning 22.59 acres, representing 3.66% of the Redevelopment District.

## FUTURE LAND USE & COMPREHENSIVE PLAN

The Escambia County Comprehensive Plan is a guiding document that sets forth goals, objectives, and policies that help define the character, rate of growth, and timing for future development in the County. It also corresponds with the County's future land use map (Fig. 2.4) that identifies all of the Atwood Redevelopment District as a candidate for mixed-use urban redevelopment.

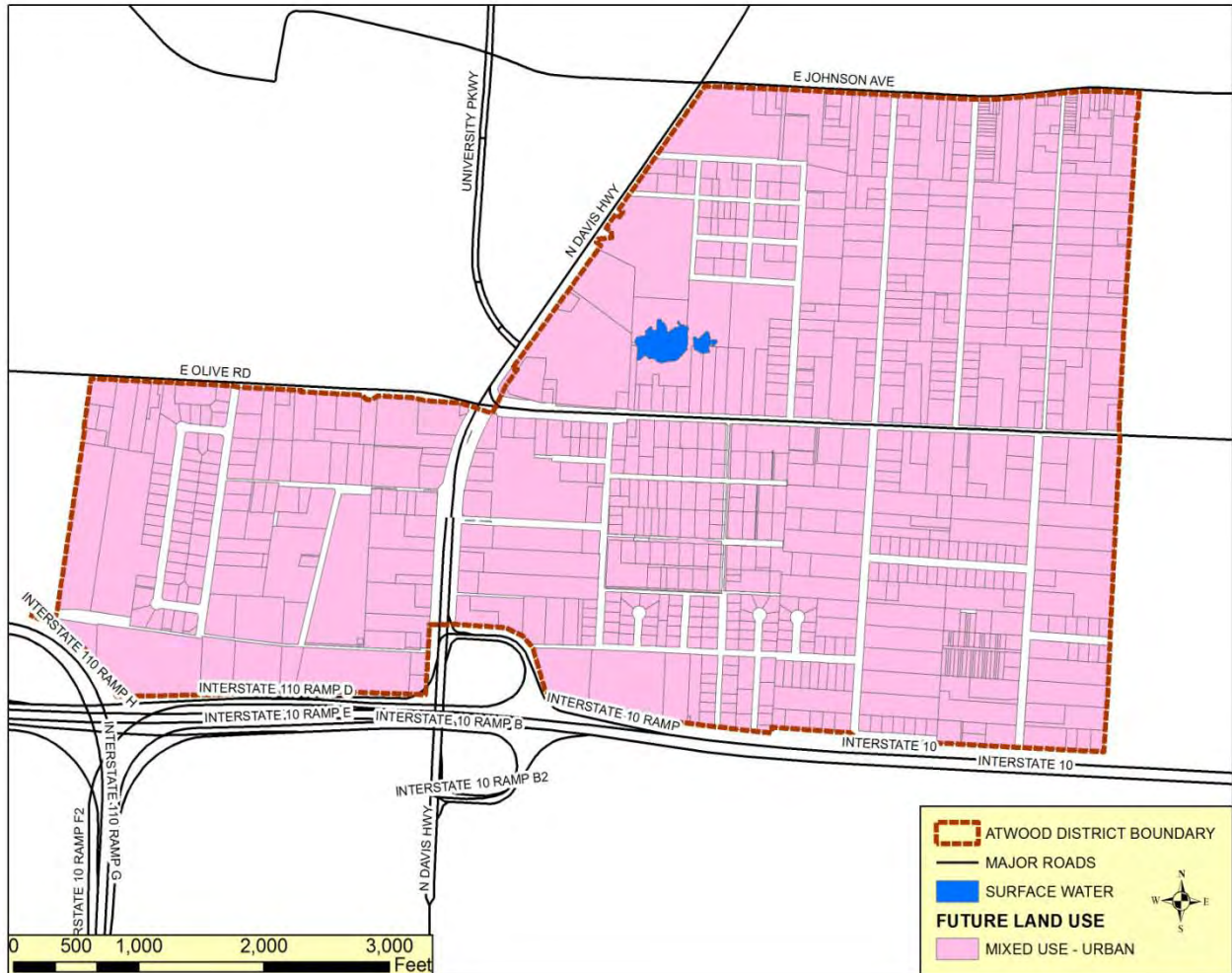


FIGURE 2.4: FUTURE LAND USE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

The following sections are excerpts from the Goals, Policies and Objectives of the Escambia County Comprehensive Plan. These goals, policies and objectives have a direct impact on the Atwood Redevelopment District and are included below:

## **Chapter 7: Future Land Use (FLU) Element**

### **GOAL FLU 1 FUTURE DEVELOPMENT PATTERN**

Escambia County will implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.

#### **OBJECTIVE FLU 1.1 Growth Strategies**

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

#### **OBJECTIVE FLU 1.3 Future Land Use Map (FLUM) Designations**

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICY FLU 1.3.1 Future Land Use Categories General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County in the Atwood Redevelopment District are listed below:

##### *FLUM Mixed-Use Urban (MU-U)*

General Description: Intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

Standards: Residential Maximum Density 25 du/acre, Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR), and Maximum Intensity: 2.0 FAR. Escambia County intends to achieve the following mix of land uses for new development within a ¼ of mile arterial roadways or transit corridors by 2030: Residential – 8% to 25%, Public/Rec./Inst. – 5% to 20%, Non-Residential: Retail/Service – 30% to 50%, Office – 25% to 50%, and Light Industrial – 5% to 10%. In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: Residential – 70% to 85%, Public/Rec/Inst.– 10% to 25%, and Non-Residential – 5% to 10%.

#### **OBJECTIVE FLU 1.4 Protect Existing Communities**

Escambia County will protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.

POLICY FLU 1.4.1 Nonconformity Escambia County will prohibit the expansion of nonconforming land uses or structures within the County. The LDC will restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

POLICY FLU 1.4.2 Code Enforcement Escambia County will conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations.

OBJECTIVE FLU 1.5 Sustainable Development

Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land patterns.

**GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES**

Escambia County will promote urban strategies for compact development, the efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies will include infill development, mixed-use development and coordinated land use and transportation planning.

OBJECTIVE FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

POLICY FLU 2.1.1 Infrastructure Capacities Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

POLICY FLU 2.1.2 Compact Development To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and Mixed-Use Suburban (MU-S) future land use categories.

OBJECTIVE FLU 2.3 Infill Development

Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

POLICY FLU 2.3.1 Area Designation All Community Redevelopment Areas as adopted by the BCC, are hereby designated as an Urban Infill and Redevelopment Area in conformance with Florida Statutes.

POLICY FLU 2.3.2 Community Redevelopment Areas Escambia County will use its fiscal resources to encourage infill residential, commercial and public development, particularly in the Community Redevelopment Areas.

OBJECTIVE FLU 2.4 Community Redevelopment

The Community Redevelopment Agency (CRA) will continue to implement the recommendations of the Community Redevelopment Strategy, as may be updated from time to time.

POLICY FLU 2.4.1 Strategy The CRA and other County agencies will implement the recommendations of the Community Redevelopment Strategy through the Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans.



POLICY FLU 2.4.2 Block Grants Escambia County will direct its Community Development Block Grant (CDBG) efforts primarily to the Community Redevelopment Areas, but in any case, the program requirements promulgated by the U.S. Department of Housing and Urban Development (HUD) will be met.

## **Chapter 8: Mobility Element**

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

### **GOAL MOB 1 TRANSPORTATION**

Escambia County will provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.

#### **OBJECTIVE MOB 1.1 Transportation System**

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICY MOB 1.1.3 Non-motorized Transportation All new public road construction projects in urban areas or community redevelopment areas shall accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

POLICY MOB 1.1.11 Required Bicycle and Pedestrian Facilities Escambia County will encourage through private/public partnerships the installation of sidewalks along the street frontage of new development (including but not limited to new development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the "Transportation Alternative" Plan) to provide connectivity and utility for existing sidewalks in the vicinity of the development.

POLICY MOB 1.1.12 Coordination with School District and Sidewalk Planning Participation Escambia County will coordinate with the Escambia County School District regarding new school siting and needs at existing schools when determining locations for improvements to pedestrian facilities. Escambia County will also seek public input from citizens, the Escambia County School District, and the development community regarding sidewalk needs and priorities.

**OBJECTIVE MOB 1.2 Transportation and Land Use**

Assure the continual coordination of land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the FLUM and maintaining consistency between land use decisions and traffic circulation system improvements.

**POLICY MOB 1.2.2 Non-motorized Transportation Facilities** Escambia County will provide or require the provision of non-motorized transportation facilities to link residential areas with recreational and commercial areas in a safe manner. This may include the construction of sidewalks, bike lanes, installation of signage, striping of roadways, or the like so as to accommodate non-motorized transportation facilities.

**GOAL MOB 2 TRANSIT**

Escambia County will encourage the provision and use of a safe, efficient and financially feasible mass transit transportation system, which is responsive to community needs, consistent with land use policies, and environmentally sound and promotes economic opportunity and energy conservation.

**OBJECTIVE MOB 2.2 Mass Transit and Growth Patterns**

Operate an efficient and accessible fixed route mass transportation service in support of the projected growth patterns of the service area while maintaining or increasing ECAT's operating ratio.

**POLICY MOB 2.2.1 Route Modernization** ECAT shall modernize service from the existing radial route system into a modified grid system to improve efficiency.

**POLICY MOB 2.2.2 Service Area Adjustments** ECAT will realign or adjust existing routes to provide service to areas requiring service while at the same time reducing service to lower use areas in order to provide more efficient service to more riders at comparable cost.

**Chapter 9: Housing Element**

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary and affordable housing for all residents of Escambia County. In particular, the goals, objectives and policies contained in this element are intended to identify and address current and future deficits in the provision of moderate, low and very-low income housing, group homes, foster care facilities and housing for those with special needs. In addition, this element is intended to provide guidance to public and private sector housing providers, as well as the residents of Escambia County, regarding redevelopment of existing neighborhoods, removal of substandard housing, relocation assistance and critical housing assistance programs.

**GOAL HOU 1 Provision of Housing**

Escambia County will provide safe, sanitary and affordable housing for the current and future residents of the County.

**OBJECTIVE HOU 1.1 Housing Delivery Process**

Provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost and location.

POLICY HOU 1.1.1 Residential Areas The Escambia County Future Land Use Map FLUM and Zoning maps will identify areas suitable for residential development and/or redevelopment.

OBJECTIVE HOU 1.2 Affordable Housing

Assure the provision of safe, sanitary and affordable housing for moderate, low and very-low income residents.

POLICY HOU 1.2.1 Definition Escambia County shall define affordable housing as housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the amount that represents the percentage of the median adjusted gross annual income for the households in Florida Statutes as amended.

POLICY HOU 1.2.2 Location Escambia County will allow the location of affordable housing in any residential FLUM category provided the housing is compatible with all applicable rules and regulations of the LDC.

POLICY HOU 1.2.3 Development Types Escambia County will promote affordable housing opportunities by allowing cluster developments, zero-lot line developments, planned unit developments and other types of housing layouts that may reduce the cost of individual dwelling units.

POLICY HOU 1.2.4 Mobile or Manufactured Home Location Escambia County will encourage the use of modular homes, mobile, and/or manufactured as a type of housing as defined by Florida Statutes within the appropriate zoning and FLU categories.

OBJECTIVE HOU 1.4 Existing Neighborhoods and Redevelopment

Protect the character of existing residential neighborhoods, provide opportunities for redevelopment and infill development and reduce the number of substandard housing units through the continued implementation of structural and aesthetic improvement programs such as but not limited to: preservation and infill, regulation enforcement, construction inspection, improvement aid, unsafe building abatement, substandard home removal, infrastructure improvement, and rental units and housing stock conservation/rehabilitation.

OBJECTIVE HOU 1.5 Relocation Assistance

Provide housing assistance, including relocation housing for persons displaced by public programs, projects or housing rehabilitation.

POLICY HOU 1.5.1 Grants Escambia County will pursue grants to provide for relocating moderate, low, and very low income persons displaced during the housing rehabilitation process.

POLICY HOU 1.5.2 County Policy Escambia County will utilize its "Relocation Policy" that was developed in compliance with Public Law 93-383 (The Housing and Community Development Act of 1974) and adopted by the BCC on November 28, 1988, including any revisions thereto.

OBJECTIVE HOU 1.6 Housing Programs

Continue implementation of critical housing programs. Implementation will include, but not be limited to, County/Private partnerships, County/City partnerships, private non-profit, and technical assistance providers.

POLICY HOU 1.6.1 Program Information Escambia County will continue its housing outreach program to assure dissemination of housing information.

POLICY HOU 1.6.2 Non-discrimination Escambia County will enforce its nondiscrimination policies and provisions so as to ensure access to housing opportunities by all segments of the County's population.

POLICY HOU 1.6.3 Low-Interest Mortgage Loans Escambia County will cooperate with appropriate local, state and federal agencies to facilitate bond-backed low- interest mortgage loans for homes purchase by qualified individuals or families.

POLICY HOU 1.6.4 Housing Finance Authority Escambia County will participate with the Escambia County Housing Finance Authority (HFA) in the issuance of bonds to provide low interest mortgage loans for home purchases by qualified families.

POLICY HOU 1.6.5 State and Federal Assistance Escambia County will participate in affordable housing programs as made available by the state, federal, or other appropriate agencies.

POLICY HOU 1.6.6 Neighborhood Enterprise Division (NED) Escambia County will provide affordable homeownership opportunities and home repair assistance opportunities for moderate, low, and very low income homebuyers and homeowners.

POLICY HOU 1.6.7 SHIP Fund Initiatives Escambia County will use State Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance ongoing activities designed to develop new affordable housing initiatives conforming to the statutory requirements of Florida Statutes.

## **Chapter 10: Infrastructure Element**

The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

### **GOAL INF 1 WASTEWATER**

Escambia County shall ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.

#### **OBJECTIVE INF 1.1 Provision of Wastewater Service**

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 1.1.1 Service Agreements Wastewater service shall be provided at established levels of service within Escambia County consistent with the Interlocal Agreement between the County and the ECUA, the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

POLICY INF 1.1.2 Provider Consistency with Plan Escambia County will coordinate with ECUA and other providers relative to their capital improvements and program formulation to assure consistency with this Comprehensive Plan. Sewer availability will also be defined in Florida Statutes.

POLICY INF 1.1.4 Required Septic Tank Retirement Escambia County will, in coordination with the Escambia County Health Department and wastewater service providers, require all onsite sewage treatment and disposal system (i.e., septic tank) users to connect to an available central sewer system within the times prescribed Florida Statutes.

POLICY INF 1.1.5 Coordination on System Expansions Escambia County shall coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

#### GOAL INF 3 STORMWATER MANAGEMENT

Escambia County will ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services.

#### OBJECTIVE INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 3.1.2 County System Improvements Escambia County shall continue its practice of enhancing localized and regional drainage systems to increase the LOS associated with development prior to current stormwater management requirements.

### **Chapter 13 Recreation and Open Space Element**

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces and waterways.

## LAND DEVELOPMENT REGULATIONS

Atwood's land is divided into five zoning categories. Two primary zoning categories represented in the Atwood Redevelopment District are residential and Commercial. As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential (HDMU, HDR, and MDR) occupying 66.99% of the total acreage and commercial (Commercial and HC/LI) occupying 33.01% (Table 2.2). Atwood's zoning categories are mapped in Figure 2.5 and described below.

Zoning Category	Acreage	Percent
HDMU	298.62	48.35%
HDR	28.14	4.56%
MDR	86.98	14.08%
Commercial	201.79	32.67%
HC/LI	2.1	0.34%
<b>Total</b>	<b>617.63</b>	<b>100%</b>

TABLE 2.2: DISTRIBUTION OF ZONING CATEGORIES. ESCAMBIA COUNTY GIS

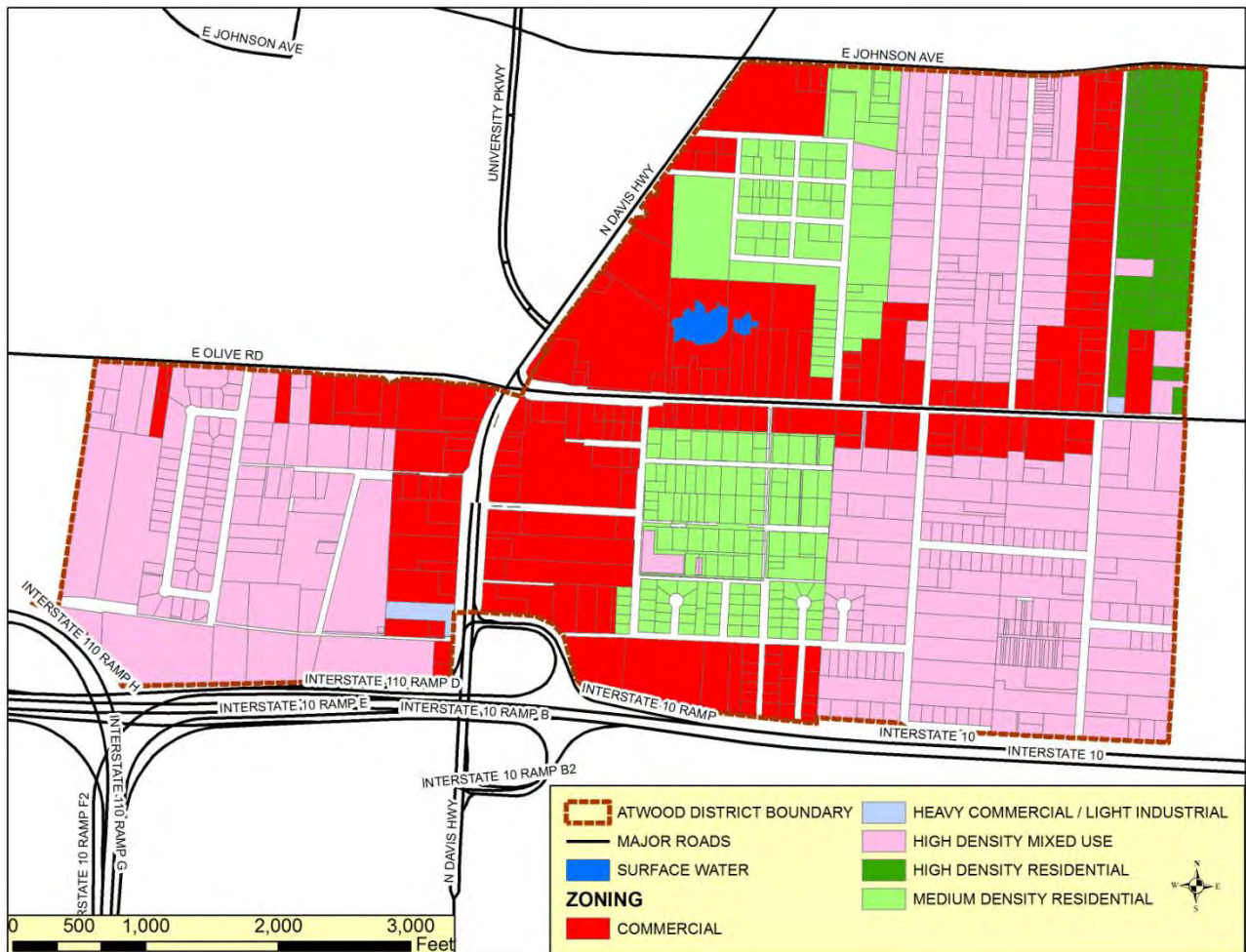


FIGURE 2.5: ZONING CATEGORIES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS



**High Density Mixed-Use district (HDMU):** The High Density Mixed-use district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

**High Density Residential district (HDR):** The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. Non-residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

**Medium Density Residential district (MDR):** The Medium Density Residential district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

**Commercial district (Com):** The Commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

**Heavy Commercial and Light Industrial district (HC/LI):** The Heavy Commercial and Light Industrial district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

## PARCEL SIZE

The size of parcels (Fig. 2.6) has a significant impact on redevelopment potential for any proposed project. Typically, older subdivision plats and commercial properties may be too small for redevelopment and may exhibit non-conformance with current zoning codes.

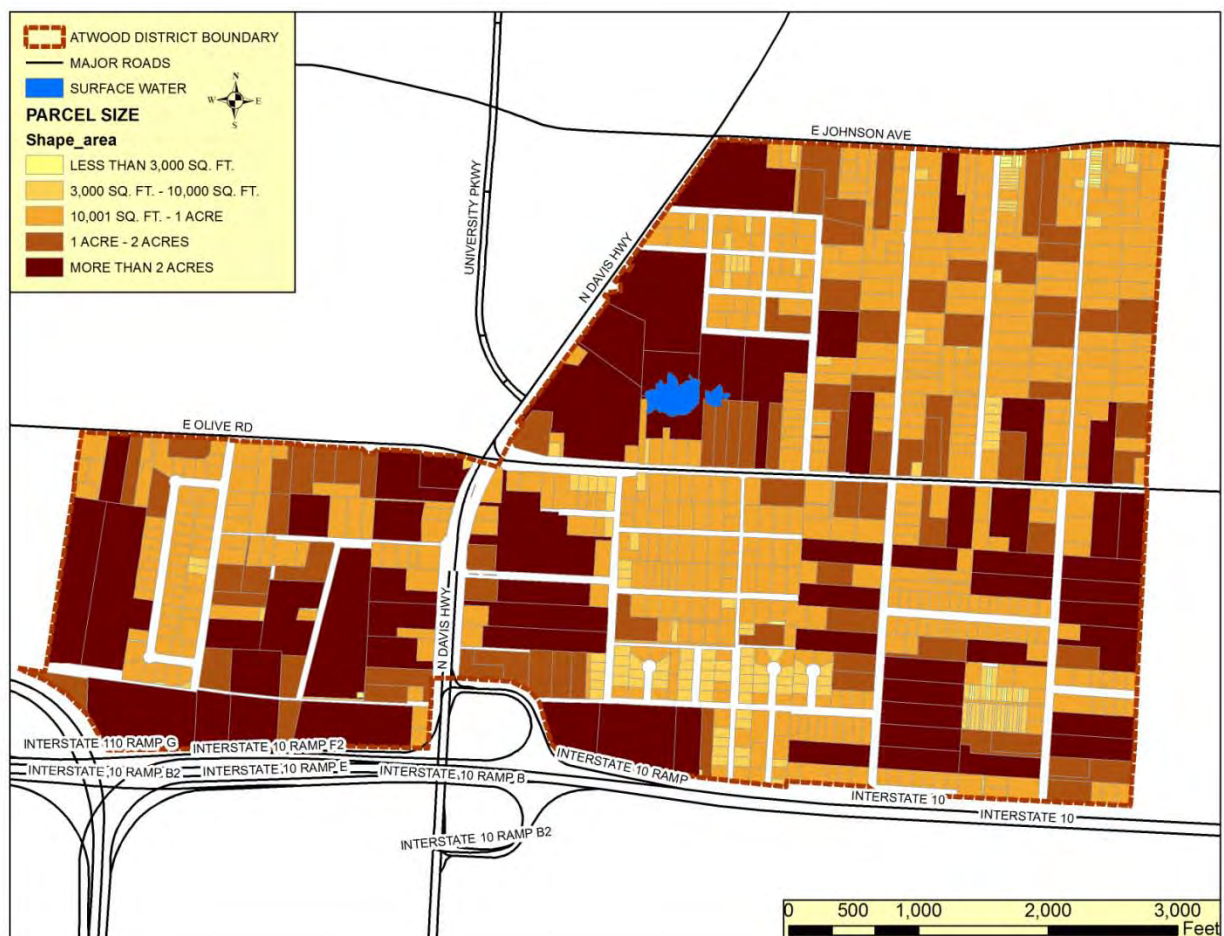


FIGURE 2.6: PARCEL SIZE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

Table 2.5 summarizes the parcel counts and distribution of various parcel sizes. The majority (58.48%) of parcels in Atwood are between 10,000 square feet to 1 acre (43,560 square feet) in size. The next most common parcel sizes in Atwood are lots that are between 3,000 to 9,000 square feet – representing nearly 18.20% of the Redevelopment District.

Parcel Size	Count	Percent
< 3,000 square feet	39	4.44%
3,000 – 9,999 square feet	160	18.20%
10,000 square feet – 1 acre	514	58.48%
1-2 acres	106	11.95%
> 2 acres	61	6.94%
<b>Total</b>	<b>879</b>	<b>100</b>

TABLE 2.3: DISTRIBUTION OF PARCEL SIZE. ESCAMBIA COUNTY GIS

## HOUSING CONDITION

Housing conditions in the Redevelopment District are mostly dilapidated and poor. The distribution of substandard housing is clustered throughout the Redevelopment District (Fig. 2.7), while the neighborhoods of Ferry Pass and Oakhurst contain a relatively higher concentration of poor quality housing compared to the rest of Atwood.

CRA staff conducted a neighborhood housing survey throughout the Atwood Redevelopment District. Houses were evaluated based upon the following established conditions criteria:

1. **Excellent condition** – None or very minor repair required.
2. **Good condition** – Possibly requiring paint. There may be evidence of aging. No structural repair necessary.
3. **Fair condition** – Repair or rehabilitation is required. Shingles may be curling. There may be evidence of the need for energy improvements. Roofing may be required as well.
4. **Poor condition** – Obvious structural damage exists. The Entire structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.
5. **Dilapidated condition** – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

Conditions of deterioration in a neighborhood are a negative influence on surrounding residents, and the condition of these units can be a deterrent to continuing investment and maintenance of other units. Of the 777 houses in Atwood, over 48.2% are in either poor or dilapidated condition and 51.7% is in fair condition.

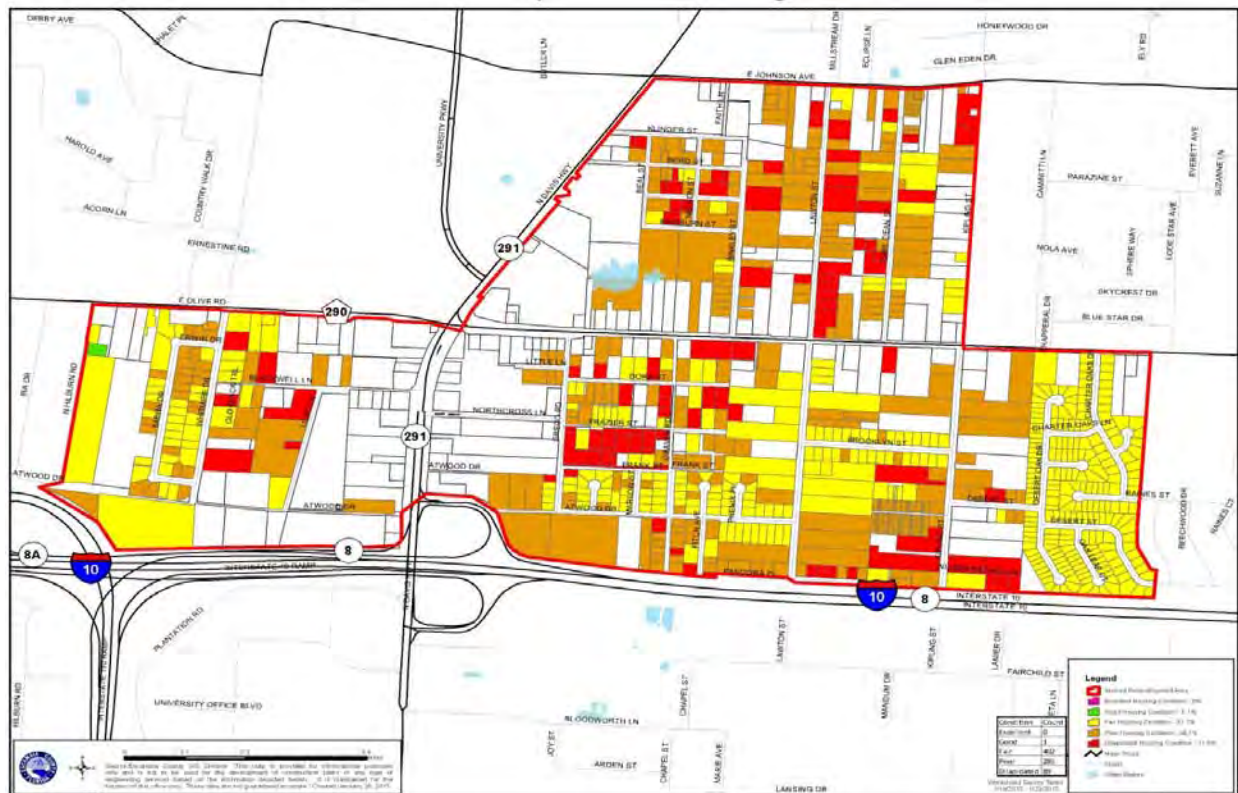


FIGURE 2.7: HOUSING CONDITIONS IN THE ATWOOD REDEVELOPMENTDISTRICT. ESCAMBIA COUNTY GIS



## TRANSPORTATION AND INFRASTRUCTURE

Vehicular circulation through Atwood's commercial corridors is logical and efficiently planned. Davis Highway intersects Olive Road and E Johnson Ave as grade-separated interchanges that keeps the north-south flow of traffic unhindered. E. Johnson Avenue and E. Olive Road provide the primary east-west access through the residential and lesser commercial areas of the redevelopment area.

Atwood has a traditional city-like street grid with a traditional interconnected street layout that connects to neighboring residential areas.

Olive Road East is a Roadway Reconstruction and Drainage project located east of Davis Highway. 2.3 miles of roadway reconstruction will be completed from Davis Highway to Johnson Avenue. Construction will include a two-lane curb and gutter with a center continuous left-turn lane; bike paths; sidewalks; re-alignment of Johnson Avenue with Harbour Square Drive and a complete overhaul of the drainage system, including two stormwater ponds and other safety improvements will be incorporated into the project. This project will be constructed in two phases. Construction of Phase one is currently underway and is estimated to be completed by April 2017. Phase two is construction is anticipated to start in 2017.

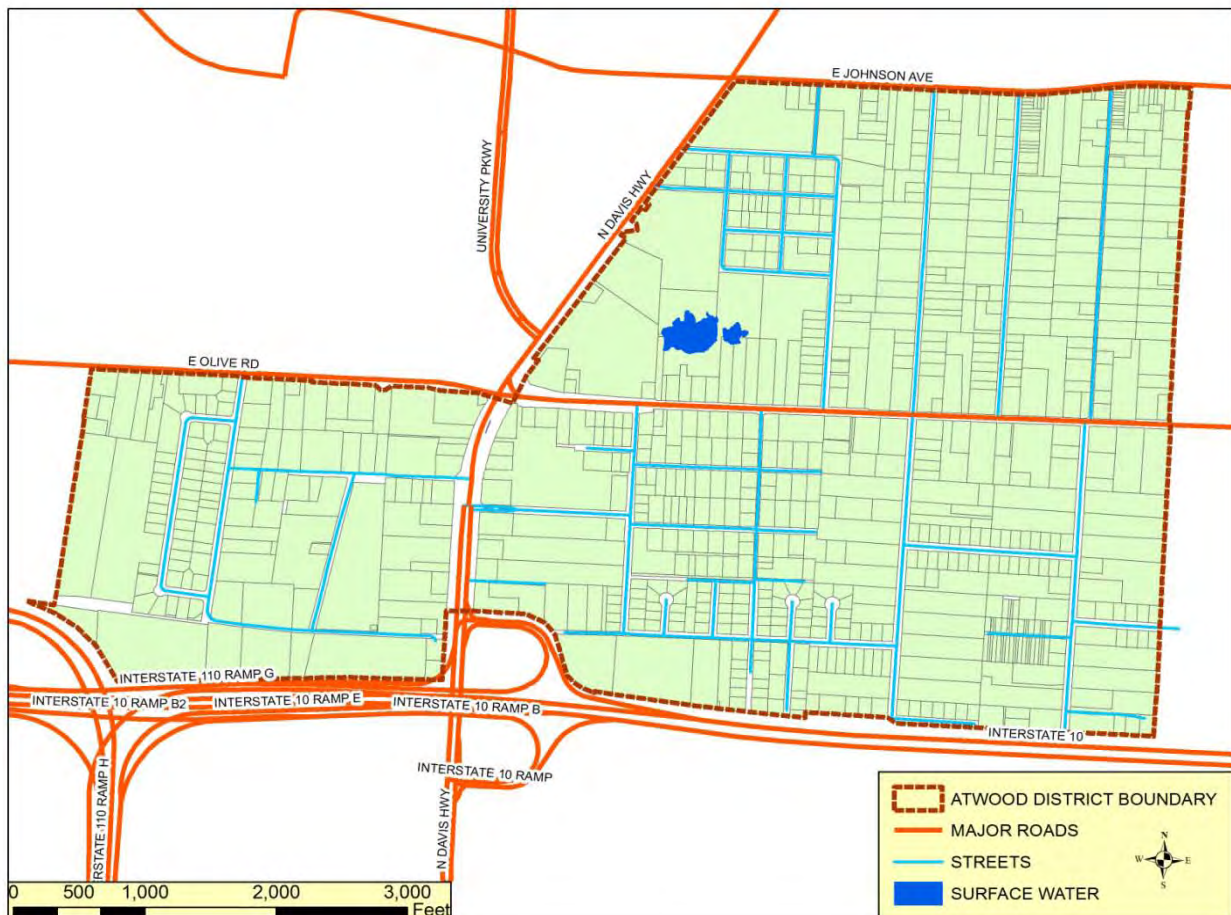


FIGURE 2.8: VEHICULAR CIRCULATION IN THE ATWOOD REDEVELOPMENT DISTRICT ESCAMBIA COUNTY GIS

## PEDESTRIAN CIRCULATION

Pedestrian circulation in Atwood is deficient. Atwood does not have an interconnected sidewalk network throughout the District. Sidewalks are only located along the commercial corridor on N Davis Highway and extends a few feet east & west on E Olive Rd where the two intersect.

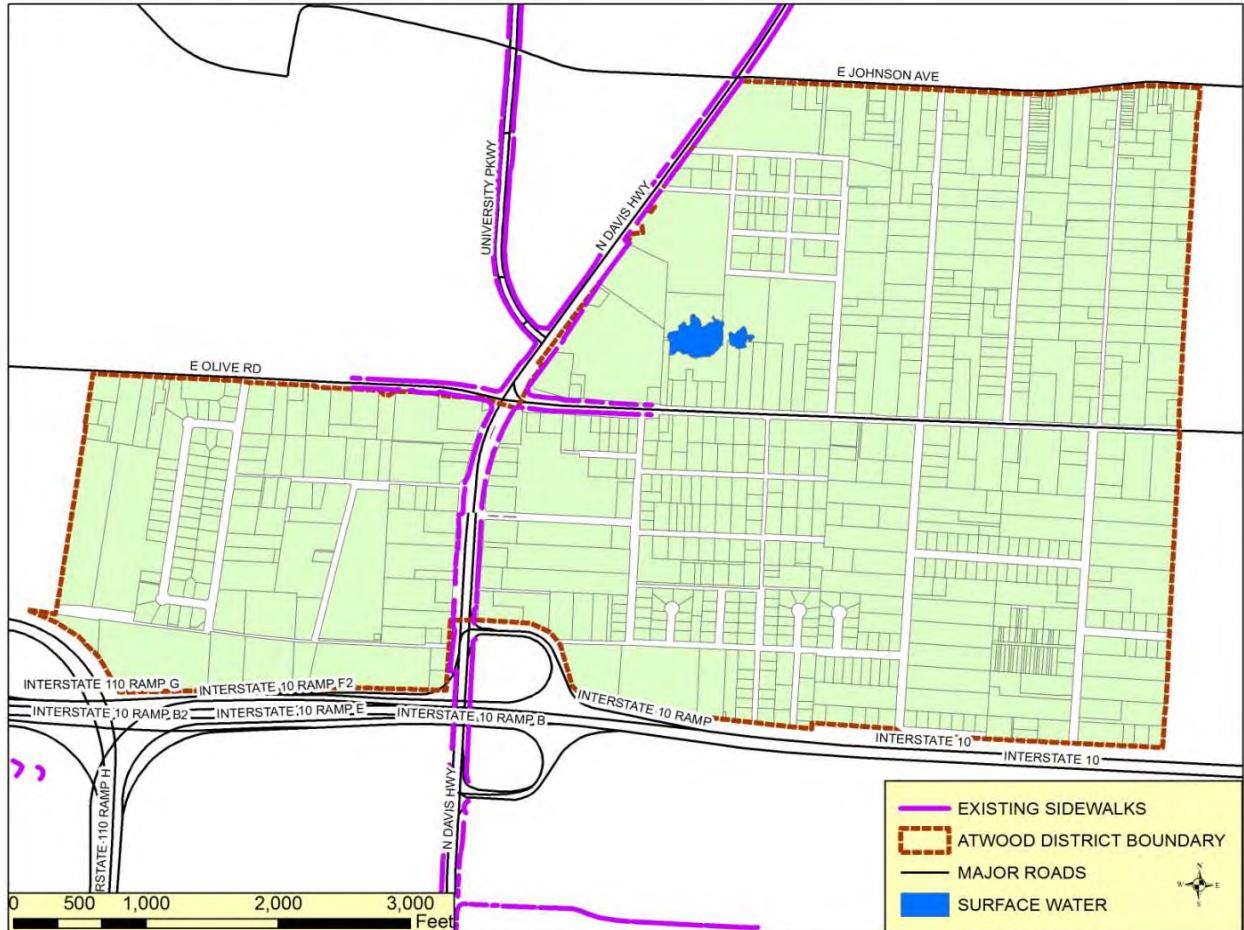


FIGURE 2.9: SIDEWALKS IN ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

The Olive Road East Roadway Reconstruction and Drainage will include bike lanes and sidewalks on E Olive Rd throughout the length of this heavily-travelled corridor from Davis Highway to E. Johnson Ave in the Redevelopment District.

With the funded and planned improvements in the Atwood Redevelopment District, pedestrian circulation will be vastly improved throughout the district. See concept map with proposed sidewalks Fig 3.1.

## SANITARY SEWER

The sewer network in Atwood is concentrated in the northern residential area of district above Olive Road and scattered along Davis Highway in the Commercial Corridor. Sewer is available in the Klinger, Skycrest and Kipling Neighborhoods. Sewer service is also limited to businesses on Davis Highway from I-10 to Oliver Rd.

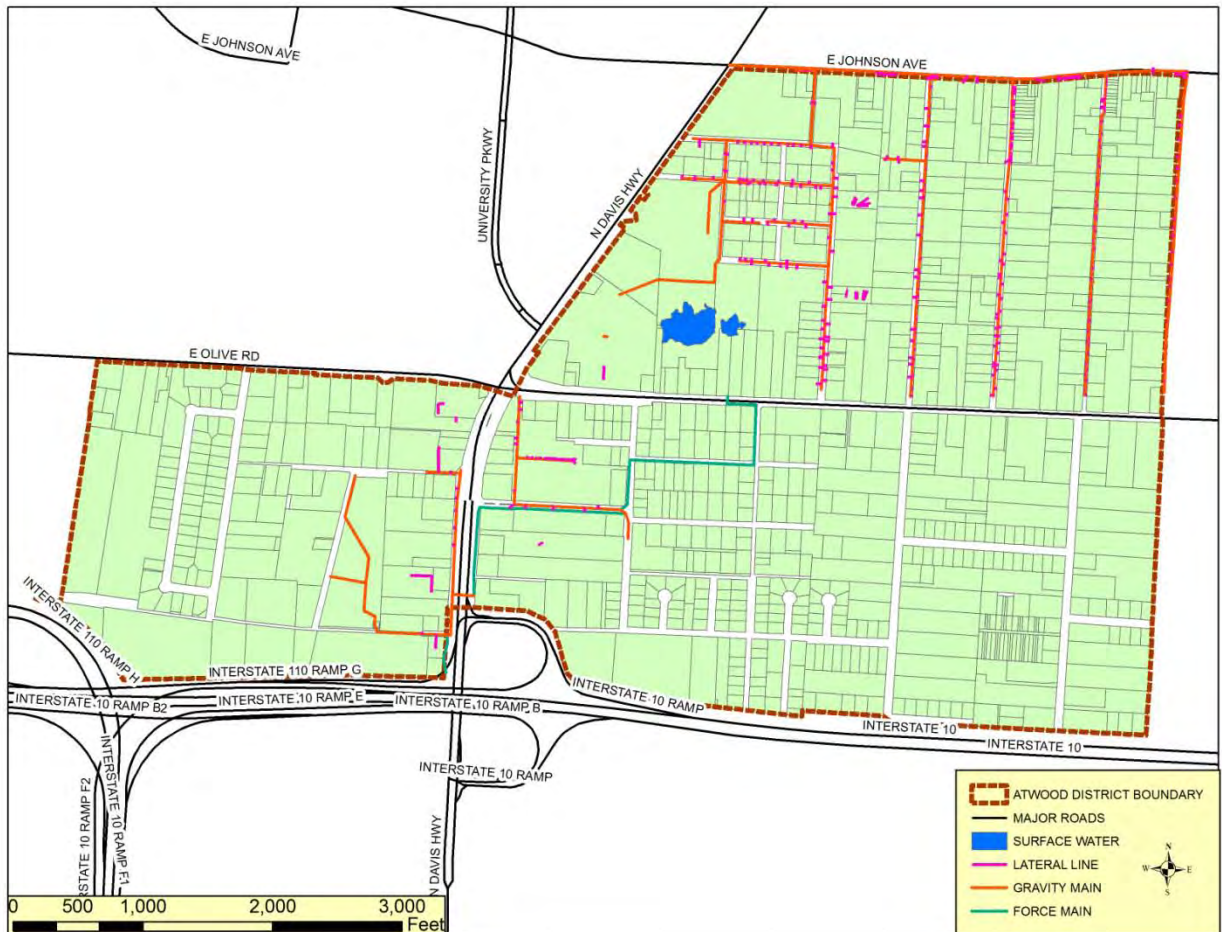


FIGURE 2.10: SEWER LINES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS



## SEWER EXPANSION

To ensure that sewer is available to all neighborhoods within the Atwood Redevelopment District, the sewer system will be expanded to the south side of Olive Rd. (see figure 2.11). The expansion will be completed in two phases. Phase one is the Atwood East Expansion and Phase two is the Whitmore Expansion.

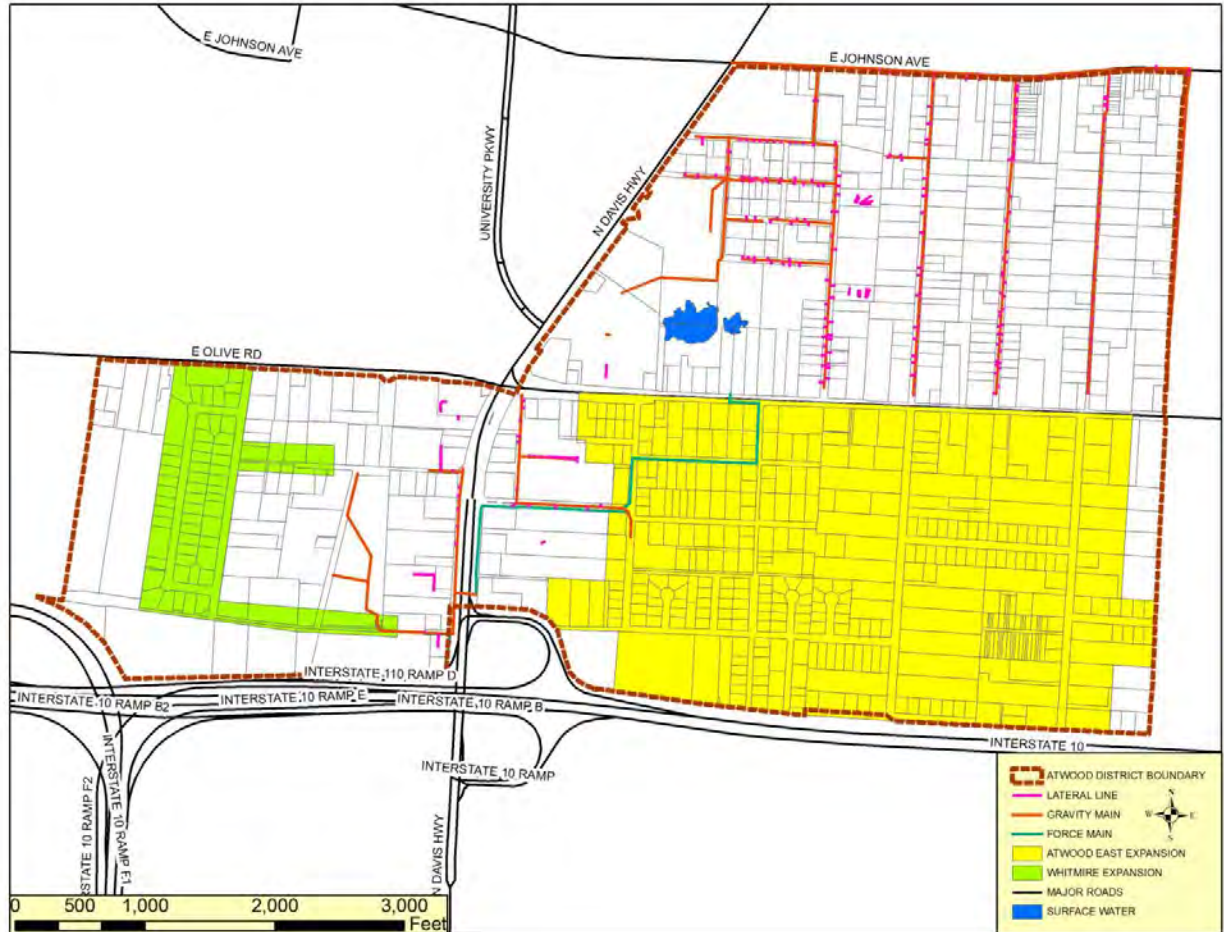


FIGURE 2.11: SEWER LINES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

## DEMOGRAPHICS

This section uses data provided by Nielsen Site Reports as compiled by the Haas Center of University of West Florida to discuss the demographic, housing and economic conditions in the Atwood Redevelopment District and compare them to the same conditions across the whole of Escambia County.

### POPULATION

Atwood's population has been very stable over the past fifteen years and is expected to remain so in the near future. The 2000 Census identified 2,362 residents and 2,939 residents in 2010. Estimated population in 2015 was 3,136. Projected population in 2020 is 3,363. Population in the Redevelopment District increased 24.40% from 2000-2010 and increased 6.72% from 2010-2015. Atwood is expected to grow 7.24% from 2015-2020. As reflected in Table 2.4 below, the Atwood Redevelopment District is growing at a much faster pace than the county as a whole. In the period from 2000-2010, Atwood Redevelopment District grew 6.72%. Population grew slower in Escambia County from 2010-2015 with a growth rate of 3.03%. Projected growth rate of the county as a whole is expected to pick up to 4.49% from 2015-2020.

POPULATION Location	2010	2015	% change from 2010	2020 (estimated)	% change from 2014
Atwood CRD	2,939	3,136	6.72%	3,363	7.24%
Escambia County	297,619	306,630	3.03%	320,397	4.49%

TABLE 2.4 POPULATION. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

### HOUSEHOLDS

Household data (Tables 2.5 and 2.6) are important indicators of housing demand, household characteristics, and market potential in a community. The 2010-2015 percent increase of households in Atwood (5.97%) is more than the rate in household growth in Escambia County (3.42%). Despite this difference, the percentage of home owners living in their homes is nearly similar when comparing Atwood to the county as a whole.

HOUSEHOLDS Location	2010	2015	% change from 2010	2020(estimated)	% change from 2015
Atwood CRD	1,294	1,371	5.97%	1,465	6.88%
Escambia County	116,238	120,219	3.42%	125,949	4.77%

TABLE 2.5 HOUSEHOLDS. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOME OWNERSHIP RATE IN 2015	Atwood	Escambia County
% Owner-occupied	51.62%	64.78%
% Renter-occupied	48.80%	35.22%

TABLE 2.6 HOME OWNERSHIP RATES. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

Median household income is another very significant indicator of an area's economic strength. Atwood's median household income in 2015 was \$36,501. Escambia County's median income in 2015 was \$43,533. The discrepancy in Atwood's median income is \$7,032 or 16.15% less than the County's median income.

## ETHNIC COMPOSITION

Compared to Escambia County as a whole, the Atwood Redevelopment District has a higher concentration of white citizens. (Table 2.7). Atwood's ethnic composition is 70.38% white and 18.27% Black or African American with other listed races combined only make-up 11.35%.

ETHNIC COMPOSITION	ATWOOD CRD	ESCAMBIA COUNTY
White	70.38%	57.56%
Black or African American	18.27%	5.97%
Amer. Indian or Alaska Native	1.18%	1.70%
Asian	2.14%	1.13%
Native Hawaiian and other Pacific Islander	.06%	0.21%
Some other race	3.79%	23.24%
Two or more races	4.18%	10.19%

TABLE 2.7: ETHNIC COMPOSITION. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## AGE

Age breakdowns are comparatively similar in Atwood and Escambia County as a whole (Table 2.8). In the Atwood Redevelopment District, 74.68% of the population is over 18 years of age while countywide the percentage is 78.4%. Comparison of the elderly population is nearly equal. Although slight, the greatest age comparison difference is in children in Atwood. Atwood has about 1.6% more young children and 2.1% more school-aged children than the county as a whole.

AGE	ATWOOD CRD	ESCAMBIA COUNTY
0-4	6.89%	6.23%
5-17	15.08%	15.36%
18-64	63.72%	62.75%
65+	14.32%	15.67%
Over 18	78.03%	78.41%

TABLE 2.8: AGE. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## EMPLOYMENT

The total working-age population of Atwood in 2015 was estimated at 4,504, of those 2,595 are employed. In 2015, unemployment rate in Atwood was 7.86%. 37.04% of the working age population of Atwood is not in the labor force. Among Atwood residents (Table 2.9), the highest percentages are employed people who work in food preparation/serving (18.84%) and office/administration support (18.23%).

EMPLOYMENT	ATWOOD CRD	ESCAMBIA COUNTY
Architect/Engineer	1.73%	1.30%
Arts/Entertain/Sports	0.08%	1.66%
Building Grounds Maintenance	3.43%	5.12%
Business/Financial Operations	1.35%	3.33%
Community/Social Services	1.39%	1.65%
Computer/Mathematical	1.12%	1.27%
Construction/Extraction	4.78%	5.02%
Education/Training/Library	4.35%	5.43%
Farm/Fish/Forestry	0.23%	0.43%
Food Prep/Serving	18.84%	8.52%
Health Practitioner/Tech.	8.79%	7.60%
Healthcare Support	5.51%	2.78%
Maintenance Repair	4.59%	3.61%
Legal	0.54%	0.97%
Life/Phys/Social Science	1.35%	0.57%
Management	3.47%	8.28%
Office/Admin. Support	18.23%	15.84%
Production	0.81%	3.40%
Protective Services	1.31%	2.15%
Sales/Related	7.90%	11.82%
Personal Care/Service	5.47%	3.33%
Transportation/Moving	4.70%	5.90%

TABLE 2.9: EMPLOYMENT. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## EDUCATION

Economic conditions in a community are often analyzed through indicators such as per capita income, median and average household incomes, employment rate, educational attainment, labor force participation, and poverty rate, but there may be correlations as well between income performance and educational attainment.

As shown in Table 2.10, in 2015, it is estimated that 30% of Atwood residents have received their high school diploma, while an additional 28% have attended college (with nearly 13% of the population attaining a Bachelor's Degree). In contrast, 14% of the Redevelopment Area adults have not completed high school.

In comparison with Atwood to the county as a whole, the difference isn't dramatic – with slightly lower educational attainment in Atwood. However, Atwood does lead the county with the percentage of adults who have a high school diploma and have attended college.

EDUCATIONAL ATTAINMENT	ATWOOD CRD (population 25+ in 2015)	ESCAMBIA COUNTY (population 25+ in 2015)
Less than 9 <sup>th</sup> grade	6.56%	4.03%
Some High School, no diploma	7.86%	8.81%
High School Graduate (or GED)	30.05%	29.00%
Some College, no degree	27.97%	24.49%
Associate Degree	9.58%	10.40%
Bachelor's Degree	12.62%	14.77%
Master's Degree	4.79%	6.33%
Professional School Degree	0.26%	1.32%
Doctorate Degree	0.34%	0.85%

TABLE 2.10: EDUCATIONAL ATTAINMENT. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## INCOME

In 2015, residents of Atwood on average earned 25.3% less than a resident elsewhere in Escambia County. The difference in median income was not quite as drastic with Atwood residents earning 16.15% less median income than in the county as a whole. Despite this discrepancy, Atwood has higher percentages of residents in the \$35,000 - \$99,999 income range than compared countywide.

INCOME BRACKETS	ATWOOD CRD	ESCAMBIA COUNTY
2015 Average Income	\$49,529	\$58,243
2015 Median Income	\$36,501	\$43,533
<\$15,000	14.15%	15.44%
\$15,000 - \$24,999	20.57%	12.08%
\$25,000 - \$34,999	13.49%	13.48%
\$35,000 - \$49,999	18.09%	15.82%
\$50,000 - \$74,999	14.37%	17.37%
\$75,000 - \$99,999	6.71%	12.13%
\$100,000 - \$124,999	5.91%	5.68%
\$125,000 - \$149,000	3.06%	2.68%
\$150,000 - \$199,999	2.77%	2.93%
\$200,000 - \$249,999	0.88%	0.95%
\$250,000 - \$499,999	0.07%	1.12%
\$500,000+	0.00%	0.33%

TABLE 2.11: INCOME BRACKETS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

**CRIME**

With a limited dataset, it is difficult to establish a deep understanding of crime trends in the Atwood Redevelopment District. The data in Table 2.12 shows that larceny is the highest number of crimes in Atwood from 2008 -2014. Only one murder was reported in the seven year period in 2013. When compared to Escambia County as a whole, Atwood is extremely low in all categories. In all aspects of measured crime, the Atwood Redevelopment District has a much lower rate than the county as a whole. Crime and the perception of crime can always be viewed as an impediment to redevelopment. This data provides a baseline for future improvement as the Redevelopment Area progresses.

TOTAL INCIDENCE OF CRIME Location	2008 Reports	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports
<b>Atwood CRD (pop. 3,363)</b>							
Murder	0	0	0	0	0	1	0
Forcible Sex Offenses	3	2	2	4	1	0	4
Robbery	15	6	11	6	8	9	3
Aggravated Assault/Battery	18	13	12	15	15	20	10
Burglary/Break-and-Enter	49	48	49	35	49	47	33
Larceny	55	42	68	62	69	70	55
Motor Vehicle Theft	22	13	14	7	13	13	8
Narcotics	12	10	29	12	16	21	25
<b>Escambia County (pop. 306,630)</b>							
Murder	18	15	26	14	15	23	18
Forcible Sex Offenses	225	307	313	272	264	224	234
Robbery	554	534	461	463	412	370	306
Aggravated Assault/Battery	1,420	1,392	1,128	1,033	1,269	1,169	1,203
Burglary/Break-and-Enter	2,417	2,610	2,665	2,600	3,156	2,776	2,356
Larceny	6,364	6,593	7,271	7,543	7,579	7,588	6,908
Motor Vehicle Theft	687	630	519	858	550	654	554
Narcotics	1,369	1,526	1,458	1,641	1,701	1,600	1,122

TABLE 2.12 TOTAL INCIDENCE OF CRIME IN ATWOOD AND ESCAMBIA COUNTY. ESCAMBIA COUNTY SHERIFF'S OFFICE



## CHAPTER 3: CONCEPT PLAN

### CONCEPT PLAN PHILOSOPHY

This chapter presents the Concept Plan for future land use and redevelopment within the Atwood Redevelopment Plan. The Concept Plan elements were conceived based on the priority issues and assets identified during the public workshops and surveys. The Concept Plan presents a general outline of the recommended elements for redevelopment of the Atwood Redevelopment District followed by a brief description of the objectives and the recommended action strategies to achieve these objectives. The Concept Plan serves as the foundation for future policy decisions by the County. The following general principles form the basis for recommendations and strategies contained in the Concept Plan:

- The Plan identifies, in general, where future land use changes and redevelopment activities should occur to make best use of limited resources and attract desirable businesses and reinvestment.
- The Plan offers a comprehensive strategy from which the Community Redevelopment Agency can plan its activities for the Atwood Redevelopment District.
- The Plan emphasizes public safety and the passive means that help achieve this; i.e., street lighting, Crime Prevention Through Environmental Design (CPTED) design, signage, etc.
- The Plan considers business development, particularly small-scale and local enterprise, as the future economic foundation for the Atwood Redevelopment District.

In summary, the Concept Plan supports desirable social, physical and economic development strategies as expressed by community stakeholders, including:

- Improving physical conditions and visual character of the area's primary transportation corridors.
- Encouraging infill, renovation, reconstruction and enhancement of single-family residential areas.
- Creating natural centers of social, entertainment, and retail activity that help anchor neighborhoods and form gateways into Atwood.
- Promoting denser and fuller commercial development on Atwood main commercial corridors.
- Appropriately buffering non-harmonious adjacent land uses in order to preserve residential character and help stabilize property values.
- Identifying appropriate locations in the Redevelopment District to introduce mixed-use developments through adaptive reuse, new infill construction and future land use revisions.
- Enforcing code regulations as they apply to housing and property upkeep, visual blight, and safety requirements.
- Enhancing the pedestrian orientation of the Atwood Redevelopment District by increasing its walkability;
- Providing infrastructure, especially sanitary sewer connections to enable infill development of single-family homes.
- Devising strategies to support increased home ownership and improved housing rehabilitation efforts such as soft second mortgages and low-interest loans without income restrictions.

## ATWOOD CRD CONCEPT PLAN

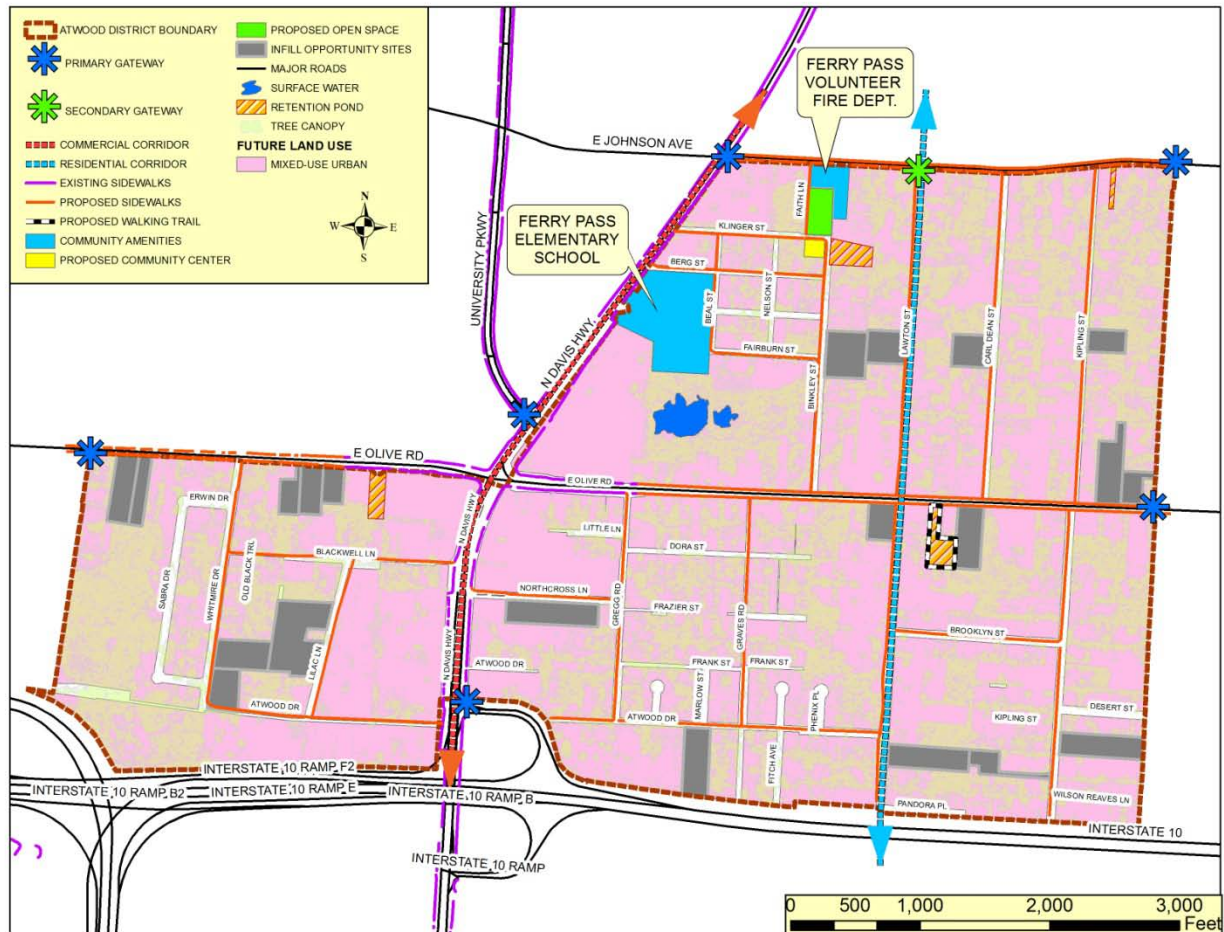


FIGURE 3.1: CONCEPT PLAN FOR THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

## CORRIDORS

Primary corridors serve as major access routes for vehicular and pedestrian movement. Highly visible and easily accessible business locations are essential components of market development, and effective traffic circulation is an important factor. Primary corridors carry the largest amounts of traffic and are the most recognizable and convenient routes. Integration of transportation and land use considerations become important in designing primary corridors that are effective at moving traffic, allowing curbside access, and presenting an appealing and welcoming image to motorists and pedestrians alike.

Existing conditions on the Redevelopment Area's primary corridors are somewhat deficient in terms of infrastructure quality, commercial activity, personal safety, and aesthetic character. These deficiencies must be addressed in order to create the conditions that will lead to reinvestment in the Redevelopment Area. The Concept Plan identifies three primary corridor types within the Atwood Redevelopment Area that could potentially act as catalysts for the redevelopment of the area. These corridors are:

### 1. Primary Commercial Corridors:

**N. Davis Highway , E. Olive Road, and E. Johnson Ave**

### 2. Neighborhood Commercial Corridors

**Kipling Street**

### 3. Neighborhood Connectors

**Lawton Street, Hilburn Road, Klinger Street and Binkley Street**

## PRIMARY COMMERCIAL CORRIDORS

N. Davis Highway is the primary north-south route through the Atwood District. Land use along N. Davis Highway is primarily highway-commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and institutional uses. Retail uses are more concentrated along the intersection of N. Davis Highway and E. Olive Road. Some areas of the corridor are vacant or under-utilized, with excellent redevelopment potential.

Although traffic is heavy during peak hours, a significant road improvement is currently under way for E. Olive Road from N Davis Highway to Johnson Avenue. The Escambia County Engineering project will improve safety for vehicles, bicycles and pedestrians in addition to widening the roadway to include a left-turn center lane.

E. Olive Road is the primary east-west route that runs through the center of the Atwood District. Commercial activity along E. Olive Road is as intense as is found on N. Davis Highway through the Redevelopment District. Large shopping centers are anchored by large national retailers and are supported by smaller shops and services. Commercial redevelopment opportunity is available in pockets along E. Olive Road.

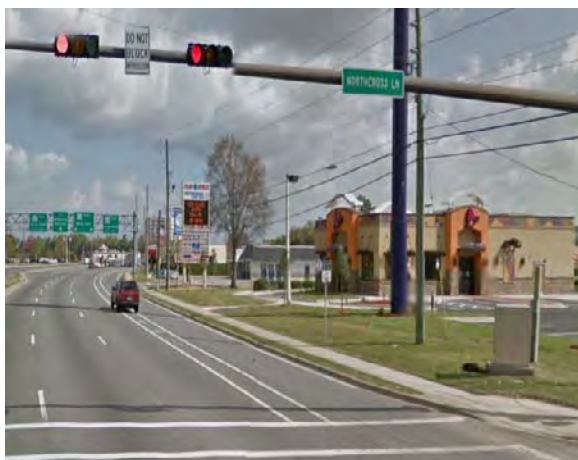
E. Johnson Avenue is also a primary east-west route that runs across the northern boundary of the Atwood Redevelopment District. There is a mixture of residential and business uses along this route that also present opportunities for redevelopment.

**Objective:** Integrate existing commercial development into the functional and aesthetic framework of the redevelopment vision that retains the economic benefits of these uses, while improving their visual impact. Establish an identity for the corridor and stimulate quality development in the Atwood Redevelopment District.

### Action Strategies:

- Initiate physical improvements to enhance the overall visual appearance of the commercial corridor. These include constructing elements such as landscaped medians, street lighting, sidewalks, and shared access to adjacent uses.
- Concentrate and consolidate existing commercial uses to prepare for any new development and use the services of a real estate agent and/or the County's land management team to acquire and assemble land for the development of large marketable retail or office sites.
- Identify priority sites for developing neighborhood retail and entertainment centers. These centers would centralize important neighborhood features, such as grocery stores, banks, dry cleaners, restaurants, etc.

- Provide business owners and developers with incentives such as a tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Encourage adaptive reuse of underutilized and obsolete commercial uses wherever possible.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Extend and/or complete sewer infrastructure to all properties in the corridor.



**EXISTING CONDITION: N. DAVIS HIGHWAY. CRA STAFF**



**Photo simulation of desired improvements for a  
PRIMARY COMMERCIAL CORRIDOR. IBI GROUP, INC.**



**TYPICAL SECTION AN IMPROVED COMMERCIAL CORRIOR. IBI GROUP, INC.**

## NEIGHBORHOOD COMMERCIAL CORRIDORS

Preserving neighborhood character and unity was mentioned as being important to the residents of Atwood, and the proposed development program for Atwood's neighborhood commercial corridor intends to build upon their existing character.

Kipling Street is the secondary north-south route through the Redevelopment District. There are residential uses concentrated along the north and south ends of Kipling Street with businesses along the center of the corridor. A variety of businesses exist along this corridor such as chiropractor, electrician, and auto sales.

Residential streets provide pivotal links between different neighborhoods, between different uses in the same neighborhoods, and form the road network that residents use to interact with each other. Their character is generally leisurely; wide lanes and tree canopies combine to create a sense of tranquility that is unavailable on busier roadways. Streets with mixed commercial and residential uses require modified strategies to properly

manage their character and uses. Also, there is high pedestrian traffic with no pedestrian infrastructure. Citizens transition through an unsafe and comfortable pedestrian environment.

**Objective:** Transform the functional and visual character of the street as primary neighborhood commercial corridor at a scale that is pedestrian friendly and compatible with the residential neighborhoods. Establish an identity for the corridor and encourage private sector investment that addresses the needs of the neighborhood.



EXISTING CONDITION: E. OLIVE ROAD. CRA STAFF

**Action Strategies:**

- Implement physical improvements to enhance the overall visual appearance of these residential corridors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds. Tree canopy, landscaping, street lighting, sidewalk repair and construction, and vegetative screens to hide undesirable views are all appropriate.
- Encourage neighborhood commercial development that is compatible with the adjacent uses.
- Provide business owners and developers with incentives such as tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Focus redevelopment efforts at neighborhood gateway intersections.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



## NEIGHBORHOOD CONNECTORS

Lawton Street is a neighborhood connector that runs north and south the full extent of the district from E. Johnson Avenue to Pandora Place at I-10. It provides access for neighborhood pedestrian and vehicle traffic to transition back and forth across E. Olive Road. Lawton Street is proposed for sidewalks to create a safer pedestrian environment.

Hilburn Road is also an important north-south connector at the western boundary of the District that extends from E. Olive Road to I-10. Hilburn Rd connects to Atwood Drive on the south boundary providing access to the Frichez Heights neighborhood.

Klinger Street and Binkley Street will provide the neighborhood and Ferry Pass Elementary School students direct access to the proposed community center and park. This road is also proposed for sidewalks to create a safer pedestrian environment.

**Objective:** Maintain and improve the residential character of the neighborhoods. Connect important neighborhood destinations. Enhance the community's sense of place and identity by establishing higher quality architectural design standards in the residential areas.

### Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential connectors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds.
- Encourage adaptive reuse of vacant properties that is compatible with the neighborhoods.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A NEIGHBORHOOD CONNECTOR. IBI GROUP



BINKLEY STREET. CRA STAFF



## GATEWAYS

Gateways are important visual landmarks that reinforce the entrance into a geographic area. They commonly make use of a combination of complementary elements to create a pleasing and welcoming image to residents and visitors. Such elements include signage, landscaping, hardscape features like fountains or plazas, outdoor kiosks or vending stalls, and various forms of retail or dining activity. Gateways, when designed in this manner, help to provide focal points for people to spend time away from work or home. In addition to serving as landmarks, they can be zones of social and retail/dining activity for local residents.

In the Atwood Redevelopment District, there are seven intersections where gateways of primary and secondary magnitude could eventually be developed. The primary ones are located at major intersections, while the secondary ones serve largely residential blocks.

### PRIMARY GATEWAYS

All primary gateways can be designed and developed on common principles, with particular strategies added to each gateway appropriate to the area around it. The implementation of any of these town-center gateways will require close cooperation between the public and private sectors. Escambia County and various state and federal agencies must ensure that public utilities, rights-of-way, zoning requirements are able to accommodate the proposed primary gateways.

#### Proposed primary gateway locations:

- on N. Davis Highway at I-10
- on N. Davis Highway at E. Johnson Avenue
- on N. Davis Highway at E. University Parkway
- on E. Olive Road at Hilburn Road
- on E. Olive Road at Caminitti Lane
- on E. Johnson Avenue at Caminitti Lane



EXAMPLE OF A GATEWAY  
FEATURE. GOOGLE MAPS

### SECONDARY GATEWAYS

Secondary gateways are intended to highlight the instance of entering a particular neighborhood or district. In these cases, signage, landscaping, and paving are combined in ways that draw attention to the intersection and the streets that lead to it. For example, Lawton Street at E. Johnson Avenue is an ideal street to build secondary gateways in Atwood. In addition to being located parallel to busy U.S. Highway 29, it is anchored on the south end by the Interstate 10 overpass, representing an important opportunity to brand the entrance into the Redevelopment District along a lower-speed corridor.

#### Proposed secondary gateway location:

- on E. Johnson Avenue at Lawton Street

**Objective:** Create entrance gateways at critical intersections to create a sense of arrival and neighborhood identity for the Atwood Redevelopment District.

#### Action Strategies:

- Install unique landscaping elements and signage directing people to the Atwood Redevelopment District.

- Prioritize construction of gateway improvements in conjunction with other planned improvements.
- Establish neighborhood identification and directional signage programs announcing the entrance to the Atwood Neighborhood at the identified prime entry points.
- Continue to bury utilities during new construction where feasible to provide safe pedestrian access and improve visual qualities.
- Ensure a coherent design for all the proposed gateways with an integrated landscaping and unified signage theme.



EXAMPLES OF A PRIMARY GATEWAY DESIGN. IBI GROUP, INC.



EXAMPLES OF NEIGHBORHOOD GATEWAY DESIGN. IBI GROUP, INC.

## COMMUNITY AMENITIES

There are no existing community amenities in the Atwood Redevelopment District. This Redevelopment Plan proposes to develop a community center and park that encourage outdoor recreation and social interaction. Neighborhood parks should be created on vacant lots that are strategically located near neighborhoods. The goal is to provide a neighborhood park within a 10-minute walk of any residence in the Atwood Redevelopment District.

**Objective:** Improve resident's quality of life by providing recreational opportunities for residents of the Atwood Redevelopment District. Such amenities should be readily accessible and serve to strengthen and enhance the community.

### Action Strategies:

- Strategically locate neighborhood pocket parks within a 10-minute walking distance from residential blocks. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Increase the number of neighborhood groups and strengthen neighborhood group collaboration.
- Fund the community center project identified in the capital improvement section of this plan.

## REDEVELOPMENT STRATEGIES

This section of the plan highlights three particular redevelopment opportunities that could have far-reaching positive impact on the Redevelopment Area:

- Commercial Redevelopment and Infill
- Infill Opportunities for Single- and Multi-Family Housing
- Encourage Citizen Groups and Civic Pride
- Public Health and Safety

### COMMERCIAL REDEVELOPMENT AND INFILL

With 7.65% of the Redevelopment Area being vacant, this represents a good opportunity for redevelopment of underutilized areas and infill development for new businesses. The Concept Map (on page 34) identifies vacant parcels 1-acre and larger. These identified parcels are opportunities for new development.

**Objective:** Encourage the redevelopment and infill development of vacant properties with commercial potential. Such economic growth benefits both Atwood and Escambia County.

### Action Strategies:

- Initiate the Sign Grant and Commercial Façade, Landscape & Infrastructure Grant programs. These grant programs match commercial property owners in a reimbursement grant for 50% of the project cost according to the grant program guidelines. If the amount of the TIF and Community Development Block Grant funding allows, consider expanding the maximum match to a higher amount to accommodate larger improvement projects.
- Meet with developers to find out what the County can do to help promote commercial growth in the Atwood Redevelopment District.



EXAMPLE OF A COMMERCIAL FAÇADE GRANT RECIPIENT. CRA STAFF



EXAMPLE OF A COMMERCIAL SIGN GRANT RECIPIENT. CRA STAFF



### INFILL OPPORTUNITIES FOR SINGLE- AND MULTI-FAMILY HOUSING

Several smaller undeveloped tracts remain in the Atwood Redevelopment District for future residential development. As Escambia County continues to grow its economy, new residential development will follow. The ongoing expansion of the Navy Federal Credit Union campus is expected to place additional demand for housing units as the credit union's employees relocate to the area and new jobs are created.

The Community Redevelopment Agency will work with partners such as Escambia County Neighborhood Enterprise Division, Habitat for Humanity, and CELL to consider creating new affordable housing opportunities. By partnering with a wide variety of agencies and non-profits, a greater pool of funding is available for home repairs and construction.

**Objective:** Encourage the redevelopment and infill development of vacant properties with residential potential.

#### Action Strategies:

- Work with local partners to increase the affordable housing opportunities in Atwood.
- Create community amenities, beautification and streetscapes to make Atwood an attractive place to live.
- Use TIF funds to expedite funding of infrastructure improvements in the Atwood CRD.

### ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

Citizen involvement in the redevelopment of an area is critical to its success. Citizen groups, such as neighborhood watch groups or other civic-minded organizations are a great way to advocate for improvements to elected officials. Motivated neighbors also are a great resource to get small projects completed whether it is helping someone paint a house or hosting a park clean-up day. These neighborhood groups will receive support and guidance from Escambia County to maximize their effectiveness in the community. The Ferry Pass Neighborhood Watch is an active group of citizens whose goal is to improve the neighborhood and has interest in the issues affecting the Atwood Community Redevelopment District.

In the past, the Escambia County Redevelopment Agency hosted a Neighborhood Leadership Workshop for the heads of the neighborhood groups of all the CRA districts to attend a workshop to network, trade information, and learn new skills. The CRA hopes to reinvigorate this practice in the future which will include leaders from the Atwood Redevelopment District.

**Objective:** Help foster a sense of civic pride in the Atwood Redevelopment District through neighborhood groups, beautification projects, and neighborhood conferences.



**Action Strategies:**

- Work with residents to establish community groups and provide support to help those groups have maximum effectiveness in their community.
- Host an annual Neighborhood Leadership Workshop and invite leaders from all CRA districts in Escambia County and the City of Pensacola.

## **PUBLIC HEALTH AND SAFETY**

Crime in Atwood can be an impediment to the revitalization of the District and the surrounding areas. The Escambia County CRA, the Atwood Community and the Atwood Neighborhood Groups will continue to work towards the common goal of decreasing and/or eliminating crime by implementing a comprehensive strategy addressing the need for additional law enforcement, community policing, prevention, intervention and treatment, neighborhood and economic development.

**Objective:** The CRA will continue to work with the Escambia County Sheriff's Department, Atwood Neighborhood Groups, Area churches, Commercial businesses and community stakeholders.

**Action Strategies:**

- Seek to have a Sheriff sub-station located within the Atwood Redevelopment District.
- Promote representatives from the Escambia County Sheriff's Department to conduct regular clean-sweeps of the Atwood area.
- Continue to solicit assistance from citizens for code enforcement violations.
- Support Crime Prevention Programs throughout the community.
- Continue to provide residential and commercial street lighting for safety.
- Install additional sidewalks for pedestrian safety.

## **RESIDENTIAL PRESERVATION AND ENHANCEMENT**

The Atwood Redevelopment District contains 11 neighborhoods. The housing condition is fair with a number of dilapidated homes scattered across the Redevelopment District. In addition, crime and public safety are also concerns of the community. The efforts to revitalize the Redevelopment District and improve the quality of life should be supported by a harmonizing effort to revitalize and preserve existing neighborhoods. The Plan calls for continued neighborhood improvements to create a strong, safe and vibrant community.

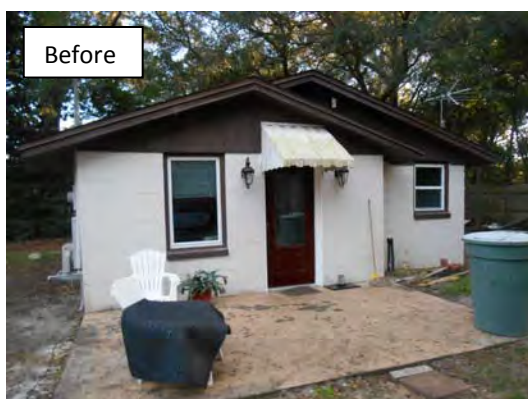
To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as the CRA's residential rehabilitation grant to encourage housing restoration across the Redevelopment District, and continuing to collaborate with non-profit organizations and faith-based institutions.

To improve neighborhood connections and pedestrian walkability, the Plan suggests enhancing the existing neighborhood character, continuing with public realm improvements to provide a safe and aesthetically pleasing environment, and in particular, improving the connections with local schools, parks and other neighborhood destinations. The Plan also recommends pursuing infill development opportunities in the neighborhood to develop pocket parks and multi-family housing development through land assembly and acquisition, where possible.

**Objective:** Preserve and enhance the residential character of the neighborhood through investment in public infrastructure and by establishing or promoting programs that support investment in residential renovations and redevelopment of existing housing stock.

**Action Strategies:**

- Establish the residential improvement grant to encourage housing restoration across the Redevelopment District.
- Establish residential design standards for building renovations and infill development.
- Acquire lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available as a result of the demolition may be used for infill housing development or neighborhood parks.
- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures so that no Atwood resident is more than a 10-minute walk from a park.
- Continue to provide financial assistance to further sewer system expansion throughout the redevelopment area together with ECUA and developer funding.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.
- Initiate community-based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the Redevelopment Area.
- Support enhanced law enforcement.
- Support neighborhood promotional programs.



HOUSES IMPROVED WITH THE CRA RESIDENTIAL REHAB GRANT PROGRAM. CRA STAFF



## CHAPTER 4: CAPITAL IMPROVEMENTS

### CAPITAL IMPROVEMENTS

Capital investment in improvement projects, including pedestrian-targeted improvements, will help to achieve the goals and desires of the Atwood community. It is through such projects that Escambia County will enhance the functional and aesthetic quality of the Atwood Redevelopment District and provide the basis for leveraging private redevelopment investment. The table below presents a list of proposed capital projects and programs that could be pursued by the county to implement the recommendations of this Redevelopment Plan.

The strategies herein are divided into short-term (within 5 years), mid-term (5 to 10 years), and long-range (+10 years) time horizons to help facilitate budgeting and provide a guide to what projects may be considered a higher priority at first. It is important to note that these proposed capital improvement strategies are not a pledge of expenditure of funds on a given project in a given year. Actual funding allocations will be determined annually through the county's budget process. Also, as years pass, priorities may change and the capital improvement strategies may need to be amended to reflect that.

County funds can be used to leverage grants and commercial financing to accomplish a substantial number of capital improvements and planning activities. With successful revitalization, Escambia County should see a substantial increase in the tax base and realize a healthy return on its investment through increased ad valorem tax revenues, sales tax receipts and other formulated revenue sharing programs.

The Atwood Redevelopment Plan contains several projects consisting of public, private and joint public/ private efforts that may take up to twenty years to complete. It is essential that the county incorporates a sound project implementation strategy when identifying priorities. The community should understand that the county will be pursuing multiple elements of the Redevelopment Plan at all times, and it is important to note that the summary of capital implementation strategies in this chapter is flexible in nature. It is the best estimate of project costs based on a measure of the order of magnitude for projects in relation to anticipated revenues. As a matter of practice the county will continue to prepare annual budgets as well as establish five-year and long-range work programs for budgetary and administrative purposes. Ultimately project costs will be refined during the design and construction phase of any given project.

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Bike Lanes</b>				
E. Olive Road from Davis Highway to E. Johnson Rd	Construct bike lanes on north and south sides of E. Olive Road	Funded as part of the Olive Rd East Project	LOST	2018
<b>Bus Stop Improvements</b>				
General transit improvements to bus stops in Atwood CRD	Transit improvements are made on an as-needed basis.	TBD	ECAT, LOST	Short-term. TBD
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Community Center</b>				
Atwood Community Center	Community Center with similar layout and size as Ebonwood.	\$1,800,000	LOST, TIF	Mid range. TBD
<b>Drainage</b>				
E. Olive Road from Davis Highway to Johnson Road	A complete overhaul of the drainage system, including two stormwater ponds.	Funded as part of the Olive Rd East Project	LOST	2018
<b>Parks</b>				
Atwood Neighborhood Park	Construct a new neighborhood park.	1,000,000	LOST, Parks, TIF	Mid range. TBD
Olive Rd Walking Trail	Construct walking trail around Olive Rd retention pond.	TBD	TBD	Mid range. TBD
<b>Road Improvements</b>				
E. Olive Road from Davis Highway to E. Johnson Rd	This project will be approx. 2.3 miles of roadway reconstruction.	Funded as part of the Olive Rd East Project	LOST	2017/2018
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Sidewalks</b>				
Atwood Drive	Construct sidewalk on Atwood Dr. from Gregg Rd. to Lawton St.	\$208,652	LOST IV, TIF	Mid-term. TBD
Blackwell Lane	Construct sidewalk on Blackwell Ln. from Whitmire Dr. to N Davis Hwy.	\$179,326	LOST IV, TIF	Mid-term. TBD
Binkley Street	Construct sidewalk on Binkley St from Klinger St. to East Olive Rd.	\$196,400	LOST IV, TIF	Mid-term. TBD
Caminiti Lane	Construct sidewalk on Caminiti Ln. from E. Johnson Ave. to E. Olive Rd.	\$266,130	LOST IV, TIF	Mid-term. TBD
E. Johnson Avenue	Construct sidewalk on East Johnson Ave. from N. Davis Hwy. to Caminiti Ln.	\$353,159	LOST IV, TIF	Mid-term. TBD
Faith Lane	Construct sidewalk on Faith Ln. from E. Johnson Ave to Klinger St.	\$56,564	LOST IV, TIF	Mid-term. TBD
Ferry Pass Elementary School	Construct sidewalk on the North and East sides of Ferry Pass Elem. School to include Berg St, Beal St, and Fairburn St	\$119,623	LOST IV, TIF	Mid-term. TBD
Kipling Street	Construct sidewalk on Kipling St. from E. Johnson Ave. to E. Olive Rd.	\$263,753	LOST IV, TIF	Mid-term. TBD
Klinger Street	Construct sidewalk on Klinger St. from N. Davis Hwy. to Binkley St.	\$119,047	LOST IV, TIF	Mid-term. TBD
Lawton Street	Construct sidewalk on Lawton St. from Pandora Place to E. Johnson Ave.	\$490,917	LOST IV, TIF	Mid-term. TBD
Lilac Lane	Construct sidewalk on Lilac Ln. from Blackwood Ln to Atwood Dr.	\$127,502	LOST IV, TIF	Mid-term. TBD

Hilburn Road	Construct sidewalk on Hilburn Rd. from E. Olive Rd. to south Hilburn Rd.	\$187,000	LOST IV, TIF	Mid-term. TBD
Whitmire Drive	Construct sidewalk on Whitmire Dr. from E. Olive Road to the end of Atwood Dr.	\$195,719	LOST IV, TIF	Mid-term. TBD
Additional sidewalks to be identified in a Atwood pedestrian study	The County will perform a pedestrian study to identify additional sidewalks needs.	TBD	TBD	Long-range. TBD
<b>Street Corridor Beautification</b>				
Gateway signage and beautification	On N. Davis Highway at I-10.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On N. Davis Highway at E. Johnson Avenue.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On N. Davis Highway at E. University Parkway.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Olive Road at Hilburn Rd.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Olive Road at Caminitti Ln.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Johnson Ave. at Caminitti Ln.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Johnson Ave. at Lawton St.	\$25,000	TIF, CDBG	Mid-term. TBD
<b>Street Lights</b>				
New streetlights to be identified by Gulf Power	Encompasses the Atwood District.	\$200,000	CDBG, SN, TIF	Short-term. 2016-2018
Utility Expense	Monthly electric costs to power the new streetlights.	\$30,000	SN, TIF	Recurring annual expense
Traffic light on E. Olive Rd & Binkley St	The County will perform a study.	TBD	TBD	TBD
<b>Project</b>	<b>Description</b>	<b>Estimated Costs</b>	<b>Funding Sources</b>	<b>Estimated Timeframe</b>
<b>Sewer</b>				
Atwood East Sewer Expansion Area	Sewer project will serve 290 new customers.	\$3,050,000	ECUA, LOST, TIF	Long-range. TBD
Whitmire Expansion Area	Sewer project will serve 75 new customers.	\$1,600,000	ECUA, LOST, TIF	Long-range. TBD

TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM

## List of Acronyms:

CDBG	Community Development Block Grant
LOST	Local Option Sales Tax
LOGT	Local option Gas Tax
EPA	Environmental Protection Agency
TIF	Tax Increment Financing
SHIP	State Housing Initiatives Partnership
TBD	To Be Determined
FDOT	Florida Department of Transportation
SN	Safe Neighborhoods

## CHAPTER 5: IMPLEMENTATION STRATEGIES

### IMPLEMENTATION STRATEGIES

The success of the Atwood Redevelopment Plan will depend on the coordinated efforts of the community's various stakeholders and agencies including the Escambia County Community Redevelopment Agency, neighborhood associations, business and property owners, and residents. This chapter outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that have been developed for Atwood.

#### Implementation Functions

The implementation process can be divided into two major dimensions:

- Functional areas related to non-financing as well as financing considerations; and
- Responsible groups or agencies charged with addressing the functional areas.

Financial and non-financial considerations are equally important to the effective implementation of the Atwood Redevelopment Plan. Non-financing considerations deal with developing an organizational framework to define the roles for various stakeholders involved in the redevelopment effort. Financing mechanisms are perhaps more easily defined, but not to be focused on until organizational elements are put into effect.

#### 1. Non-Financing Functions

Non-financing functions fall into six general categories:

##### *Site Assembly*

The redevelopment of an urban area requires assemblage of multiple parcels of land to maximize the development potential of constrained properties. Site assembly efforts are vital in pursuing land trades and creating development partnerships to ensure controlled growth in the neighborhood. In Atwood, the primary opportunity for economic growth lies in the redevelopment of the substandard parcels located along the area's commercial corridors and the development of the proposed primary gateways which are located in areas where site assembly is advised.

##### *Capital Improvements*

Escambia County employs dedicated funding sources such as the Local Option Sales Tax Plan (LOST) and Local Option Gas Tax (LOGT) to fund capital improvements such as street improvement and upgrading utilities. With the creation of a redevelopment district for Atwood, tax increment financing will soon be available for use.

##### *Standards and Controls*

Design guidelines and development controls for controlling future development assures tenants and developers that quality future development will occur. In addition, promotion of high-quality design for the community improves aesthetic character and raises the market value of the neighborhood.

### *Physical Development*

This concerns the actual construction of new facilities and rehabilitation of older facilities. Physical development is dependent upon several factors, the most important of which is the ability to effectively rehabilitate existing facilities and to attract and integrate new development in concert with a comprehensive redevelopment plan.

### *Development Incentives*

To further stimulate private investment, Escambia County can provide development incentives through various means such as the following: commercial façade, landscape, signage, and property improvement grants; payment of impact fees; provision of site specific infrastructure improvements to address any deficiencies; participation in environmental clean-up of contaminated sites; flexibility in the application of use restrictions and increasing intensity of site use; flexible parking regulations; grants or low interest loans for life safety improvements; and joint business support ventures such as district business identification signage or centralized marketing strategies.

### *Code Enforcement, Neighborhood Clean Ups, and Housing Rehabilitation*

CRA will continue to partner with the County's Environmental Code Enforcement Division and Safe Neighborhood Program to help reduce blight within the designated areas. Code Enforcement will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. The CRA will support and fund the initiatives of Keep Pensacola Beautiful, neighborhood clean ups, demolition and lot abatements, monitoring sites, and supporting minimum housing standards codes.

### *Property Acquisition*

The CRA is authorized under F.S. 163, Part 3 to sell, lease, exchange, subdivide, transfer, assign, pledge encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. All real property acquired by the CRA in the Redevelopment District shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act. This plan will support the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

### *Seasonal Lawn Maintenance*

CRA will continue to support the Seasonal Lawn Maintenance Program to remove blight and control litter along selected corridors and residential roadways by mowing and weed-eating during the high seasonal summer/fall growth periods.

## 2. Financing

### *Grants*

Federal grants have long been a source of funds for development projects, especially for public improvements. Such sources as Community Development Block Grants (CDBG) and Section 108 grants are available, although the extent of their uses is diminishing as the volume of the grant decreases. They have the advantage of directly mitigating development costs and their benefits are predictable and readily understood. The Section 108 loan program allows municipalities to convert a portion of the funds they will receive through the CDBG program into loans to use in economic revitalization projects. Local governments often use their current and future CDBG funds as collateral to guarantee the loans. Other sources of financing include the State Housing Initiatives Partnership (SHIP) Program, and HOME Program. All of these programs should be leveraged as much as possible.

### *Tax Increment Funds*

Tax increment funds are the increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities in a designated CRA district. Because this is a commonly relied-upon source of funding for redevelopment, it is addressed in more detail in Appendix C.

### *Redevelopment Bonds*

Redevelopment bonds are issued by the Redevelopment Agency and approved by the County to finance renovation of specific projects, but are not guaranteed by the general revenues of the County. Anticipated TIF revenue may be pledged as the collateral for these bonds.

### *Private Investment*

A general rule for successful revitalization is that private investment usually must exceed public funding by a factor of three to four. Private investment, therefore, is the single most important source of redevelopment funding. Such funding takes the form of equity investment and conventional real estate loans.

### *Project Equity Position*

When a community redevelopment agency takes an equity position in a project, the agency contributes cash or land to the project with a return in the form of profit-sharing. This manner of participation can reduce developer costs.

### *Leasing*

County-owned land, buildings, and equipment can be leased to developers for projects. For the developer, this reduces the need for capital investment in land, buildings, etc. or debt service on money borrowed to finance the purchase of the same. The County would then receive lease payments deductible from the developer's income tax. Such leases may also include a purchase option.



*Joint Ventures*

In real estate syndication ventures, the community redevelopment agency can contribute equity capital to a project, thereby reducing equity requirements from the developer and/or reducing the amount of debt service. Through equity syndication, tax subsidy benefits can be passed on to investors in the form of depreciation, investment tax credits, deferral of taxes and capital gains.

*Mortgage Write-Downs*

Mortgage write-downs (funded through the Escambia County Neighborhood Enterprise Division) are mechanisms typically used to encourage residential development and home ownership in the Redevelopment District. Funds from the agency are offered to qualified potential home buyers (low-moderate income, first time buyers, etc.) to increase their down payment, thereby decreasing mortgage payments. The agency usually takes an ownership interest, such as a soft second mortgage, in the dwelling for a predetermined period of time to guarantee against misuse of the funds.

County support and management of the program's activities will provide the system to carry out the recommendations presented in this plan. It is necessary to establish lines of communication between all sectors of the community to positively effect change in the Atwood neighborhoods. Developers and entrepreneurs will be key contributors to the success of this project. Strong public-private partnerships will be crucial to the long-term success of the redevelopment effort.

*Faith-based Institutions*

Atwood Redevelopment District churches and other faith-based institutions have an important social role in the successful implementation of the redevelopment plan. Escambia County should work closely with faith-based organizations to develop community development programs that capitalize on their strengths and outreach capacity. Participation from faith-based organizations can aid in obtaining community-wide support, addressing the social service needs such as instituting daycare centers, organizing neighborhood clean-up drives and crime prevention campaigns, and encouraging youth participation in community development programs such as mentorship and job training programs to enhance their sense of responsibility.

*Private Sector*

Private-sector leadership can come from local banks, real estate development entrepreneurs, and property owners within the community. Local banks may provide financing for private developments and establishing a consortium to provide a revolving loan pool at below market interest rate. This activity may provide an opportunity for these financial institutions to meet their goals with respect to the Community Reinvestment Act that is designed to provide capacity building support and financial assistance for the revitalization of low and moderate income communities. Additionally, Escambia County should connect with companies dedicated to investing in local communities. A number of companies actively invest in several communities across Florida with a mission of enhancing the quality of life for the community. First Union Corporation (Northwest Florida, Lee County) and the Corporate Partners Program (St. Petersburg) are examples of programs that involve corporate investment in community development. Similar companies may exist in Escambia County.

However, in order to encourage private investment, the right set of conditions must be in place that facilitate investment and help reduce risk. Creating new business incubators and working closely with interested property owners to develop and/or redevelop vacant land and structures in accordance with the community's overall vision for the Redevelopment District's future growth is a recommended start. Ensuring that property owners are familiar with the brownfield development procedures and financial incentives available for brownfield redevelopment would also help significantly.

#### *Planning and Development Strategies*

Escambia County Community Redevelopment Agency staff should be responsible for the execution of this redevelopment plan, and the following are recommendations towards such implementation:

- Prioritize and develop detailed programs for projects to implement major strategies illustrated in the Redevelopment Plan including phasing, project financing, land acquisition, land disposition, funding sources and financing.
- Contact affected property owners to determine their level of interest in participating in proposed redevelopment activities.
- Solicit the services of a realtor and/or utilize the County's community development team to devise a land acquisition strategy for potential purchases of property in the neighborhood.
- Support residential renovation and rehabilitation programs through the use of grant funding such as SHIP, CDBG, HOME, and TIF.
- Increase awareness of funding resources and program initiatives available to residents interested in improving their property as means to increasing home ownership and property values.
- Conduct traffic analysis and market feasibility studies to assess the impact of proposed projects in surrounding areas.
- Initiate discussions with the City of Pensacola to coordinate joint improvement projects planned for the Atwood Redevelopment District.

#### *Housing Rehabilitation and Commercial Reinvestment Financing*

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities to help spur economic development. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. Of particular importance will be a housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The CRA will work with the Neighborhood Enterprise Division to implement these programs.

## APPENDIX A: PUBLIC WORKSHOPS

Atwood residents and business owners were invited to participate in a series of public workshop at Ferry Pass Elementary School located at 8310 North Davis Highway. Dates and themes of the workshops were:

- **January 26, 2016**                      **Kick-off meeting, identify issues**
- **February 16, 2016**                **Prioritize Atwood's needs**
- **March 29, 2016**                    **Review results, learn about the draft plan**
- **April 26, 2016**                     **Final meeting: Presentation of the draft final plan**



CITIZENS ATTENDING THE ENVISION ATWOOD WORKSHOPS. CRA STAFF

Citizens were encouraged to contribute their ideas to the redevelopment of the Atwood Redevelopment District. The results of their input are summarized below and were integrated into the concept plan development.

At the January 26<sup>th</sup> and February 16<sup>th</sup> workshops the following strengths, weaknesses, issues and opportunities regarding Atwood were identified by the participants:

### Strengths

- Citizens like their neighbors, there is community pride
- The community is conveniently located near major intersection and services
- Proximity to University of West Florida, Navy Federal, and West Florida Hospital
- Affordable
- Family legacy, grew up here
- Established Neighborhood watch
- Feel safe here

### Weaknesses

- Abandoned houses, trash, overgrowth
- No communication or newsletter
- No community center or parks
- Needs sidewalks, sewer, street lighting
- No place for community to meet
- Housing/rentals in poor condition
- Homeless congregating in area
- Atwood does not have a post office
- Many areas need sewer system

### Issues

- Crime/robbery/drugs
- Lack of information for citizens
- Lacking community outreach/resources
- Stray animals in the neighborhood
- Lack of sidewalks & lighting
- Need a light on E. Olive Rd & Binkley St
- People loitering on vacant properties
- No outdoor recreation facility or walking trail
- Mosquito control
- Drainage Issues on Forsyth St & Sabra Drive

### Opportunities

- Room for development and infill
- Add a Community center and park
- Information sharing through community website and social media
- Add a walking trail
- Volunteering to help neighbors
- Increase participation in the Neighborhood watch/association
- Sidewalks throughout the District

The February 16th Envision Atwood workshop built upon the community attributes identified above. Residents were tasked with identifying the short and long-term improvements they wanted include in the Atwood Redevelopment Plan. The following improvements were identified:

- Need a light on E. Olive Rd & Binkley St
- Clean up overgrown and vacant lots
- More police presence
- Streetlights and sidewalks on all major thoroughfares and side streets
- Expand sewer system throughout Atwood District
- Street lights throughout the District
- Add sidewalks throughout the District
- Extend Sidewalks down E. Olive Road
- Design retention ponds to double as public spaces and walking trail
- Develop Community Center on Klinger St
- Develop park at Klinger St and Faith Lane
- Need a Sherriff's Office substation
- Bike lanes on E Olive Rd and E. Johnson Ave
- Traffic merging issues/congestion on Davis Highway
- Trim trees hanging over in the roads
- Drainage Issues on Forsyth St & Sabra Drive

At the March 29<sup>th</sup> and April 26<sup>th</sup> workshops, citizens had the opportunity to review and comment on the draft plan.

## **APPENDIX B: STATUTORY REQUIREMENTS**

This section addresses certain specific requirements of Chapter 163, Part III, Florida Statutes, as they relate to the preparation and adoption of Community Redevelopment Plans in accordance with Sections 163.360 and 163.362. Provided below is a brief synopsis of each subsection requirement from 163.360 and 163.362, and a brief description of how the redevelopment plan and adoption process meet those requirements.

### **163.360 – Community Redevelopment Plans**

#### **Section 163.360 (1), Determination of Slum or Blight By Resolution**

This section requires that a local governing body determine by resolution that an area has been determined to be a slum or blighted area before a redevelopment area can be established.

Action: Escambia County previously conducted a blight study which established conditions of blight in Atwood and designated the area as appropriate for community redevelopment.

#### **Section 163.360 (2)(b), Completeness**

This section requires that the Redevelopment Plan be sufficiently complete to address land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation of properties within the redevelopment area, as well as zoning or planning changes, land uses, maximum densities, and building requirements.

Action: These issues are addressed in Chapters 2 and 3 of the Redevelopment Plan.

#### **Section 163.360 (2)(c), Development of Affordable Housing**

This section requires the redevelopment plan to provide for the development of affordable housing, or to state the reasons for not addressing affordable housing.

Action: The Redevelopment Plan anticipates the need to maintain and expand affordable housing in Atwood. The Escambia County Community Redevelopment Agency will coordinate with local housing developers to seek opportunities for the development of additional affordable housing.

#### **Section 163.360 (4), Plan Preparation and Submittal Requirements**

The Community Redevelopment Agency may prepare a Community Redevelopment Plan. Prior to considering this plan, the redevelopment agency will submit the plan to the local planning agency for review and recommendation as to its conformity with the comprehensive plan.

Action: Escambia County Community Redevelopment Agency staff prepared the Atwood Redevelopment Plan.

#### **Section 163.360 (5), (6), (7)(a)(d), Plan Approval**

**163.360 (5).** The Community Redevelopment Agency will submit the Redevelopment Plan, along with written recommendations, to the governing body and each taxing authority operating within the boundaries of the redevelopment area.

Action: The Escambia County Board of County Commissioners, sitting as the Escambia County CRA, will pass a resolution for the final adoption of the Redevelopment Plan as provided by statute. The Board of County Commissioners will proceed with a public hearing on the Redevelopment Plan as outlined in Subsection (6), below.

**163.360 (6).** The governing body shall hold a public hearing on the Community Redevelopment Plan after public notice by publication in a newspaper having a general circulation in the area of operation of the Atwood Redevelopment District.

Action: A public hearing on the Atwood Redevelopment Plan will be held at a future date.

**163.360 (7).** Following the public hearing described above, Escambia County may approve the redevelopment plan if it finds that:

(a) A feasible method exists for the location of families who will be displaced from the Redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

Action: To minimize the relocation impact, the CRA will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

(d) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the redevelopment area by private enterprise.

Action: The need for, and role of, private enterprise and investment to ensure the successful rehabilitation or redevelopment of the Atwood District is described throughout the Plan.

#### **Section 163.360 (8)(a)(b), Land Acquisition**

These sections of the statute establish requirements for the acquisition of vacant land for the purpose of developing residential and non-residential uses. The Redevelopment Plan supports future development of both residential and non-residential uses at various locations in the redevelopment area as described in Chapter 3. The Plan identifies strategies that will promote and facilitate public and private sector investment in vacant land acquisition for these purposes.

#### **Chapter 163.362 - Contents of Community Redevelopment Plans**

Every community redevelopment plan shall:

##### **Chapter 163.362(1) Legal Description**

Contain a legal description of the boundaries of the redevelopment area and the reasons for establishing such boundaries shown in the plan.

Action: A legal description of the boundaries of the redevelopment area and the reasons for establishing the boundaries is contained in Escambia County Board of County Commissioner Resolution R2015-64 and the Finding of Necessity Report, which are attached and incorporated herein by reference.



**Chapter 163.362(2) Show By Diagram and General Terms:**

(a) Approximate amount of open space and the street layout.

Action: This task is achieved in the Redevelopment Plan in Chapter 2.

(b) Limitations on the type, size, height, number and proposed use of buildings.

Action: These are described in general terms in Chapter 2 however, it is expected that the County's zoning ordinance and land development regulations will continue to provide the regulatory framework for any building dimension or style limitations.

(c) The approximate number of dwelling units.

Action: Based on the future land use concepts contained in the Plan, and the expressed desire to increase residential opportunities in Atwood, it can be reasonably expected that new investment in housing will occur over time. Future developments of moderate to high density residential projects are encouraged in other areas of the redevelopment district, as well as new investment in single family infill. Currently, there are approximately 777 houses in Atwood and the residential density expected to increase.

(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities and public improvements of any nature.

Action: Proposed future uses and activities of this nature are described in Chapter 2.

**Chapter 163.362(3) Neighborhood Impact Element**

If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas.

The Atwood Redevelopment District contains a significant number of dwelling units which may be considered low to moderate-income units. The Redevelopment Plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

The implementation of the Atwood Redevelopment Plan will contribute significantly in improving the quality of life for Atwood residents. Potential impacts are summarized below for each category required by statute: relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

**Relocation**

The Redevelopment Plan as proposed supports the preservation of existing residential areas and does not require the relocation of any of the low or moderate income residents of the redevelopment area. To minimize the relocation impact, the Community Redevelopment Agency will provide support services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/ redeveloped buildings that will contain residential and commercial space.

### **Traffic Circulation**

The implementation of the Redevelopment Plan recommendations related to streetscape improvements and traffic circulation are anticipated to positively impact the Atwood Redevelopment District. The primary corridor improvements, a component of the Redevelopment Plan, envisions enhancing identified roadways through streetscape improvements that encourage pedestrian mobility and improve vehicular circulation within the area.

### **Environmental Quality**

Escambia County Community Redevelopment Agency will work closely with developers to ensure anticipated new development does not negatively affect the drainage capacity of the area, and, when feasible, support on-site provision of stormwater retention facilities for new development. The development of vacant and/or underutilized sites within Atwood may result in minor increases in the amount of stormwater runoff which may contain pollutants. The Redevelopment Plan recommends pursuing environmental remediation in close cooperation with property owners to ensure that the pollutants are handled adequately prior to new development on identified brownfield sites.

The county will closely monitor the capacity of the existing and planned stormwater infrastructure to ensure sufficient capacity exists, and there are no negative impacts from development. In terms of vegetation and air quality, proposed streetscape improvements are anticipated to add vegetation to Atwood and preserve existing mature tree canopies.

No negative impact on the existing sanitary sewer is expected from implementation of the Redevelopment Plan, and expansion of said sewer may be required to spur redevelopment. If future deficiencies are projected, the county and the Redevelopment Agency will ensure that adequate capacity is available at the time of development.

### **Community Facilities and Services**

The Redevelopment Plan presents strategies to create a number of town-center-styled gateway areas that will accommodate a diverse range of community and cultural facilities serving the needs of the local population. Currently there are no open space/recreation facilities in the Atwood District however locations have been identified for a proposed community center and park. The Plan recognizes the importance of these facilities and supports development of these facilities.

### **Effect on School Population**

The Redevelopment Plan does not anticipate significantly affecting Atwood's school population. Any increase in school population is expected to be absorbed by the existing schools in the area. The Redevelopment Plan recommends streetscape improvements and sidewalks connecting the area schools to improve pedestrian safety and walkability for students and parents who walk to school. The County and the Redevelopment Agency will continue to work closely with Escambia County School Board to ensure the board's plans for area schools are consistent with the Redevelopment Plan.

### **Physical and Social Quality**

The Redevelopment Plan's recommendations to continue with improvements to the existing streetscape environment, to redevelop vacant land and former industrial sites, to establish urban design and architectural standards for new development, and to continue code enforcement will have a positive impact on Atwood's physical and visual character.

Implementation of the Redevelopment Plan will also improve community access to the social service network currently available to local residents. Job training, apprenticeship opportunities, and mentorship programs created through commercial and industrial redevelopment and establishment of a community center will support the development of human capital, increase employment opportunities and serve as a tool to improve the household income.

#### **Chapter 163.362(5) (6) Safeguards and Retention of Control**

Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Provide for the retention of controls and establishment of any restrictions or covenants running with land sold or leased for private use.

Action: The following safeguards and procedures will help ensure redevelopment efforts in the redevelopment district are carried out pursuant to the redevelopment plan:

The Atwood Redevelopment Plan is the guiding document for future development and redevelopment in and for the Atwood Redevelopment District. In order to assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this Plan, the Escambia County Community Redevelopment Agency will utilize the regulatory devices, instruments and systems used by Escambia County to permit development and redevelopment within its jurisdiction. These include but are not limited to the Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and County-authorized development review, permitting and approval processes. Per Florida Statute, Escambia County retains the vested authority and responsibility for:

- The power to grant final approval to Redevelopment Plans and modifications.
- The power to authorize issuance of revenue bonds as set forth in Section 163.385.
- The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(3), and the power to assume the responsibility to bear loss as provided in Section 163.370(3).

In accordance with Section 163.356(3)(c), by March 31 of each year the Redevelopment Agency shall file an Annual Report with Escambia County detailing the Agency's activities for the preceding fiscal year. The report shall include a complete financial statement describing assets, liabilities, income and operating expenses. At the time of filing, the Agency shall publish in a newspaper of general circulation a notice that the report has been filed with the County and is available for inspection during business hours in the office of the County Clerk and the Escambia County Community Redevelopment Agency.

The Community Redevelopment Agency shall maintain adequate records to provide for an annual audit, which shall be conducted by an independent auditor and will be included as part of the Escambia County Comprehensive Annual Financial Report for the preceding fiscal year. A copy of the Agency audit, as described in the CAFR will be forwarded to each taxing authority.

The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions and/or covenants to run with the land and its uses, or other provisions necessary to carry out the goals and objectives of the redevelopment plan.

The Redevelopment Plan may be modified, changed, or amended at any time by the Escambia County Community Redevelopment Agency provided that; if modified, changed, or amended after the lease or sale of property by the

Agency, the modification must be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. Where the proposed modification will substantially change the plan as previously approved by the governing body, the County Commission will similarly approve the modification. This means that if a developer acquired title, lease rights, or other form of development agreement, from the Agency to a piece of property within the redevelopment area with the intention of developing it in conformance with the redevelopment plan, any amendment that which might substantially affect his/her ability to proceed with that development would require his/her consent.

When considering modifications, changes, or amendments in the redevelopment plan, the Agency will take into consideration the recommendations of interested area property owners, residents, and business operators. Proposed minor changes in the Plan will be communicated by the agency responsible to the affected property owner(s).

#### **Chapter 163.362(7) Assurance of Replacement Housing for Displaced Persons**

Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

Action: As previously stated, to minimize the relocation impact, the Agency will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

#### **Chapter 163.362(8) Element of Residential Use**

Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low to moderate income, including the elderly.

Action: There are residential uses of various types and character, including, single-family, multi-family, rental units, owner-occupied units, and detached units in existence in the redevelopment area at the time of this writing. The efforts undertaken by the Agency, as described in this Redevelopment Plan, are intended to retain and enhance a high quality of residential use, particularly with regard to developing and maintaining sustainable neighborhoods. Redevelopment program activities will strive to cultivate the positive neighborhood characteristics cited by the community during public workshops and reduce or eliminate any negative characteristics.

The establishment of a revitalized and expanded residential base in Atwood is essential to achieve a successful economic redevelopment program. Residents living within the redevelopment district will comprise components of the work force and the market, which will generate economic activity.

#### **Chapter 163.362(9) Statement of Projected Costs**

Contain a detailed statement of the projected costs of development, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment funds.

Action: Project costs and funding sources are described in Chapter 4 of the Redevelopment Plan.

**Chapter 163.362(10) Duration of Plan**

Provide a time certain for completing all redevelopment financed by increment revenues.

Action: The Atwood Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area through 2046.

## APPENDIX C: TAX INCREMENT FINANCING

Tax increment financing (TIF) is a tool that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. Because it is a frequently relied-upon tool for project financing, it is explored more fully here. This section presents a brief history of tax increment financing, types of expenses allowed, and TIF revenue projections that the Atwood Redevelopment District may generate in the next forty years.

### History of Tax Increment Financing

TIF was originally developed over 50 years ago as a method to finance public improvements in distressed areas where redevelopment would not otherwise occur. TIF is separate from grants or government funds, and given reductions in federal funds available for local projects in recent years TIF has increasingly developed into a primary means to finance local redevelopment.

State law controls tax increment financing. Because of this control, tax increment financing takes on a number of different techniques and appearances throughout the country. In Florida, tax increment financing is authorized in the Community Redevelopment Act of 1969, which is codified as Part III, Chapter 163 of the Florida Statutes. This act, as amended in 1977, provides for a combination of public and private redevelopment efforts and authorizes the use of tax increment financing. Under the Statutes, municipalities must go through a number of steps to establish a redevelopment area and implement a tax increment financing district for that area.

Upon approval of the governing body, a trust fund for each community redevelopment area may be established. The revenues for the trust fund are obtained by allocating any increases in taxable assessed value to the area. The current assessed value of the district is set as the base and any increases (the tax increment revenues) are available for improvements to the area. The property tax paid on the base assessed value continues to be distributed to the local governments. The tax collector collects the entire property tax and subtracts the tax on the base value, which is available for general government purposes. Of the remaining tax increment revenues, 75 percent are deposited to the trust fund. The remaining 25 percent of the incremental growth is kept by the local government as a collection fee.

### Type of Expenses Allowed

Funds from the redevelopment trust fund may be expended for undertakings of the community redevelopment agency which are directly related to financing or refinancing of redevelopment in the redevelopment area pursuant to an approved community redevelopment plan for the following purposes, including, but not limited to:

- Establishment and operations: The implementation and administrative expenses of the community redevelopment agency.
- Planning and analysis: Development of necessary engineering, architectural, and financial plans.
- Financing: Issuance and repayment of debt for proposed capital improvements contained in the community redevelopment plan.
- Acquisition: The acquisition of real property.
- Preparation: Tasks related to site preparation, including the relocation of existing residents.



According to F.S. 163.370(2), TIF funds may not be used for the following purposes:

- To construct or expand administration buildings for public bodies or police and fire buildings unless each taxing authority involved agrees,
- Any publicly-owned capital improvements which are not an integral part of the redevelopment if the improvements are normally financed by user fees, and if the improvements would have other-wise been made without the Redevelopment Agency within three years, or
- General government operating expenses unrelated to the Redevelopment Agency.

In addition, tax increment funds cannot be spent on capital projects contained in the local government's Capital Improvement Plan for the preceding three years.

## APPENDIX D: RESOLUTION R2015-64

Escambia County  
Clerk's Original

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May 21, 2015 Page 1

5/21/2015 5:31pm P.H.

### RESOLUTION R2015-64

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE ATWOOD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ATWOOD COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE ATWOOD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1. Authority.** This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

**Section 2. Definitions.** The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Atwood Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

**Section 3. Findings and Determinations.** The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Atwood Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.
- b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Atwood Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the County in order to eliminate, remedy and prevent conditions of slum and blight.

Date: 5/27/2015 Verified By: J. C. Carter

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May 21, 2015 Page 2

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes in the Proposed Atwood Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Atwood Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this 21st day of May, 2015.

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

Approved as to form and legal  
sufficiency.

By/Title: [Signature]

Date: 5/11/15

BY: [Signature]

Steven Barry, Chairman

Attest:

PAM CHILDERS  
Clerk of the Circuit Court

By: [Signature]

Deputy Clerk

Date Executed

5/26/2015





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May 21, 2015 Page 4

EXHIBIT "A"

Description  
Atwood Community Redevelopment Area (CRA)  
April 13, 2015

This description is intended solely for the purpose of identifying the Atwood Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of-way line of Caminitti Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Record Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies); thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-way line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.



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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-8184

10.

**BCC Regular Meeting**

**Meeting Date:** 05/21/2015

**Issue:** Atwood Redevelopment Area

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

**RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting a Resolution creating the Atwood Redevelopment Area.

Recommendation: That the Board adopt a Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Atwood community; finding that rehabilitation, conservation, redevelopment, or a combination of these in the Atwood community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Atwood as a redevelopment area; and providing for an effective date.

**BACKGROUND:**

The Community Redevelopment Agency (CRA), a division of Community and Environment Department, was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Atwood community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached. A draft copy of the Resolution has been prepared for consideration and adoption. A copy of the map for the proposed area is attached.

On April 23, 2015, at 8:45 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing on Thursday, May 21, 2015, at 5:31 p.m.

On May 21, 2015, at 8:45 a.m., a CRA Meeting was convened to recommend to the Board to conduct a Public Hearing to adopt a Resolution designating Atwood Community as a redevelopment area.

**BUDGETARY IMPACT:**

5:31 p. m. P. H.



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There is no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Resolution has been reviewed and signed off as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

There is no additional personnel needed to carry out this process.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Conduct a Public Hearing to adopt a Resolution for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

The CRA staff will coordinate the process for the implementation of this program. CRA will ensure proper advertisement.

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**Attachments**

Resolution-Atwood-May2015

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5:31 p. m. P. H.

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**RESOLUTION R2015-\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE ATWOOD COMMUNITY; FINDING THAT REHABILITATION, CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ATWOOD COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE ATWOOD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1. Authority.** This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

**Section 2. Definitions.** The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Atwood Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

**Section 3. Findings and Determinations.** The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Atwood Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.
- b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Atwood Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the County in order to eliminate, remedy and prevent conditions of slum and blight.

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c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes in the Proposed Atwood Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Atwood Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: 5/11/15

BY: \_\_\_\_\_

Steven Barry, Chairman

Attest:

PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_

Deputy Clerk

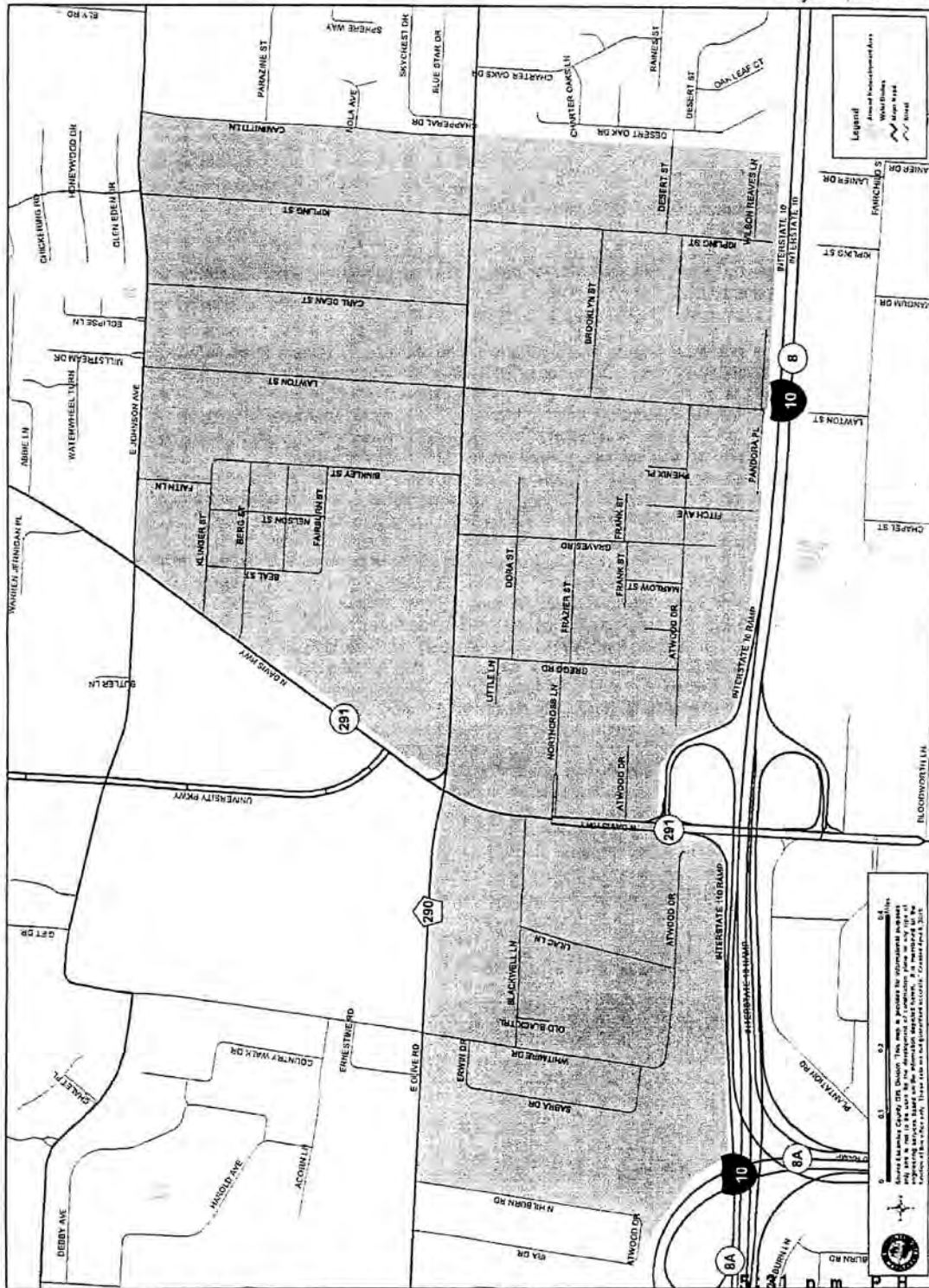
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Exhibit A

Proposed Atwood Redevelopment Area



THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

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EXHIBIT "A"

Description  
Atwood Community Redevelopment Area (CRA)  
April 13, 2015

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5:31 p. m. P. H.

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## Findings of Necessity Proposed Atwood Redevelopment Area

### Introduction

As directed by the Board of County Commissioners and Committee of the Whole, Escambia County Community & Environment Department/Community Redevelopment Agency prepared a Findings of Necessity report to support the proposed creation of an Atwood Redevelopment Area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2010 U.S. Bureau of Census Population and Housing with 2014 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of blight as described in Florida Statute 163.340(8) (a) and (b).

### Findings

A "blighted area" is an area experiencing economic distress, endangerment to life or property due to the presence of a substantial number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. While some of the area is served by sanitary sewer, other areas in the proposed are not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.



Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted, there is a predominance of deteriorated or dilapidated housing in the proposed area. One of the more apparent elements of blight is the deterioration of buildings. A significant number of deteriorating or dilapidated buildings in an area are an indication of a lack of private investment in maintaining the

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May 21, 2015 Page 12

integrity and value of existing development or in redevelopment. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 99% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. Many of the homes were constructed prior to 1976. The age and conditions of the structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.



Economic disuse can be defined in many ways based on perspective. From the private sector, economic disuse is defined through the vacancy of land and buildings and through the highest and best land use determined by market conditions. Based on the windshield survey, approximately 25% of the commercial parcels that have redevelopment potential are vacant land and/or building. Which means the property values and the tax base can be benchmarks for determining economic disuse from the public perspective.

### Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of blight as defined by Florida Statutes. The condition of numerous structures within its boundaries, lack of public infrastructure, and the socio-economic characteristics of the residents all contribute to this recommendation. The proposed area would benefit from redevelopment programs and projects. There are nearly 25% of the commercial parcels that have redevelopment potential with vacant land or building. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of

5:31 p. m. P. H.

2015-000522 BCC  
May 21, 2015 Page 13

slum and blight. The creation of a redevelopment area will serve to improve the condition of this blighted area and help bring much needed economic development to the area.



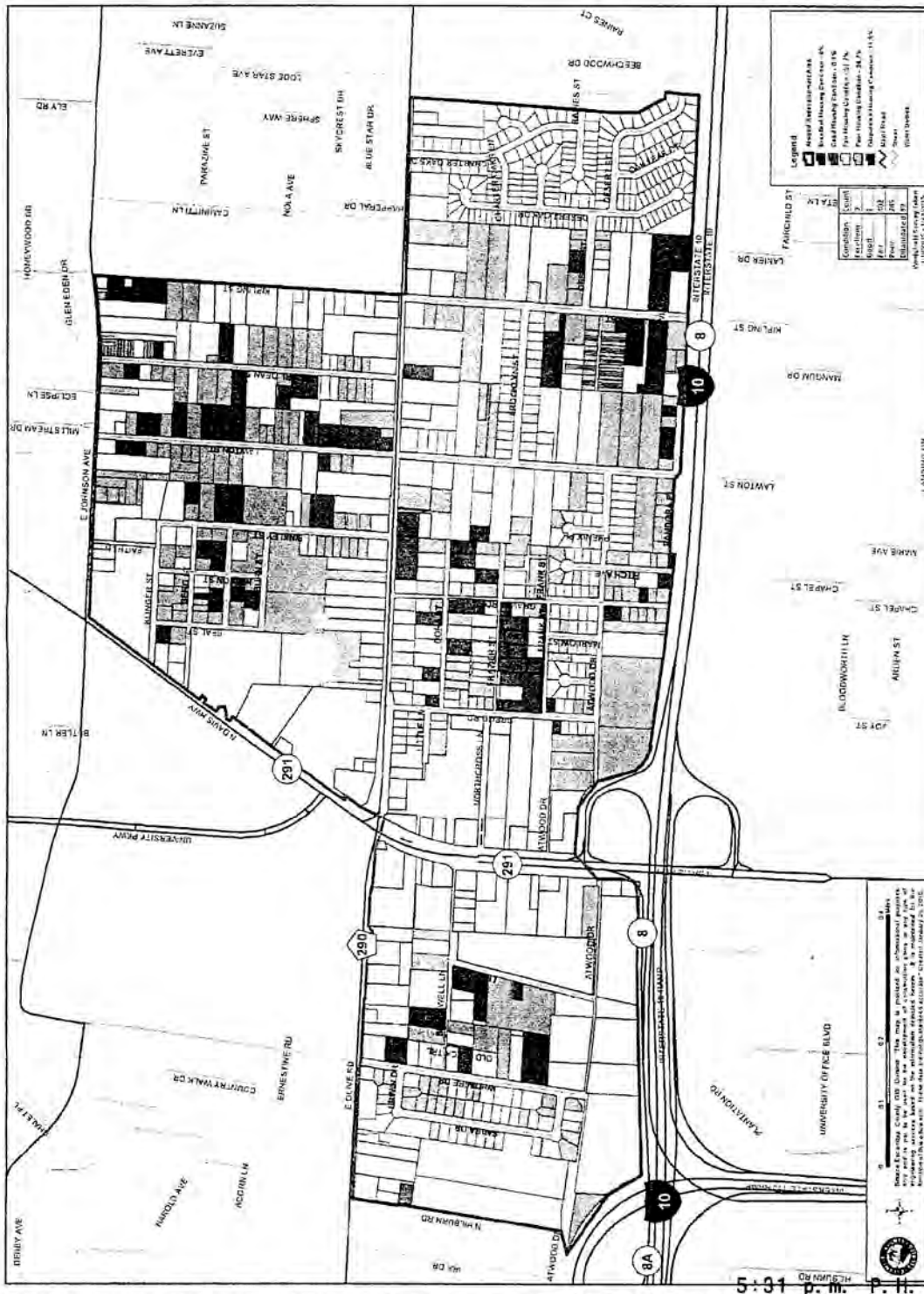
Vacant Commercial Buildings



5:31 p. m. P. H.

2015-000522 BCC  
May 21, 2015 Page 14

Atwood Redevelopment Area: Housing Conditions



THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

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Planning Board Agenda

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Atwood Redevelopment Plan

Date: 07/22/16

Date due for placement on agenda: 09/06/16 (PB)

Requested by Clara Long, Division Manager

Phone Number: 595-3596

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by Meredith Crawford

approved  
Date Received: 8/1/2016

X Approved as to form and legal sufficiency.

\_\_\_\_\_ Not approved.

\_\_\_\_\_ Make subject to legal signoff.

Additional comments:

Planning Board Agenda

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Atwood Redevelopment Plan

Date: 07/22/16

Date due for placement on agenda: 09/06/16 (PB)

Requested by Clara Long, Division Manager

Phone Number: 595-3596

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(LEGAL DEPARTMENT USE ONLY)

Legal Review by Meredith Crawford

approved  
Date Received: 8/1/2016

X Approved as to form and legal sufficiency.

       Not approved.

       Make subject to legal signoff.

Additional comments:



# DRAFT

AGENDA  
ESCAMBIA COUNTY PLANNING BOARD  
September 6, 2016  
8:35 a.m. - 9:49 a.m.  
9:54 a.m. - 12:06 p.m.  
Escambia County Central Office Complex  
3363 West Park Place, Room 104

1. Call to Order.
2. The Pledge of Allegiance to the Flag was given by Wayne Briske.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Bob Cordes, Seconded by Vice Chairman Tim Tate

Motion was made to accept the proof of publication and to waive the reading of the legal advertisement.

**Vote:** 5 - 0 Approved

4. Approval of Minutes
  - a. A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the August 2, 2016 Planning Board Meeting.
  - B. Planning Board Monthly Action Follow-up Report for August 2016.
  - C. Planning Board 6-Month Outlook for September 2016.

Motion by Reid Rushing, Seconded by Bob Cordes

Motion was made to approve the minutes from the Rezoning Planning Board Meeting and the Regular Planning Board Meeting minutes held on August 2, 2016.

**Vote:** 5 - 0 Approved

5. Acceptance of Planning Board Meeting Packet.

Motion by Reid Rushing, Seconded by Vice Chairman Tim Tate

Motion was made to accept the September 6, 2016 Regular Planning Board Meeting Packet.

**Vote:** 5 - 0 Approved

6. Public Hearings.

a. A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-02

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Future Land Use Map.

Motion by Vice Chairman Tim Tate, Seconded by Bob Cordes

Motion was made to recommend transmittal to the BCC.

**Vote:** 5 - 0 Approved

b. A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3, 4, and 6

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption an Ordinance amending the Land Development Code (LDC), Chapters 3, 4, and 6, to modify the permitted and conditional residential uses of the Mainland Zoning Districts and related residential use provisions.

Motion by Vice Chairman Tim Tate, Seconded by Reid Rushing

Motion was made to refer back to staff for further review and to be reviewed by legal before going to BCC.

**Vote:** 5 - 0 Approved

c. A Public Hearing Concerning the Review of an Ordinance Removing a Parcel From the Escambia County Mid-West Sector Plan

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance removing a parcel from the Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan.

Motion by Edwin Howard, Seconded by Reid Rushing

Motion was made to recommend approval to the BCC, approving the removal from the DSAP, and granting the applicant's request.

**Vote:** 3 - 2 Approved

Voted No: Bob Cordes

Vice Chairman Tim Tate

- d. A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Sections 4-4.1, 4-4.2(d), 4-4.2(f), and 4-4.4(b)(3) by Adopting the Air Installations Compatible Use Zones Study (AICUZ) for NAS Pensacola and NOLF Saufley 2010

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) Chapter 4, Article 4, Section 4-4.1 "Purpose of Article" and Section 4-4.2(d) "Source Standards", by including the "Air Installations Compatible Use Zones Study for NAS Pensacola and NOLF Saufley 2010", and Section 4-4.2(f) to change the abbreviation for the 24-hour day-night average sound level abbreviation from Ldn to DNL, and Section 4-4.4(b)(3) "Establishment".

Motion by Vice Chairman Tim Tate, Seconded by Edwin Howard

Motion was made to recommend approval to the BCC.

**Vote:** 5 - 0 Approved



- e. A Public Hearing Concerning the Review of Atwood Redevelopment Plan and Recommend Determination of Conformance With the Comprehensive Plan

That the Planning Board review and recommend to the Board of County Commissioners (BCC) adoption of the Atwood Redevelopment Plan and determine that the plan is in conformance with the local Comprehensive Plan.

Motion by Reid Rushing, Seconded by Vice Chairman Tim Tate

Motion was made to recommend approval to the BCC.

**Vote:** 5 - 0 Approved

7. Action/Discussion/Info Items.

- a. Setbacks for Corner Lots

Per Director Horace Jones, Setbacks for Corner Lots discussion item was pulled. It was not ready for discussion.

8. Public Forum.

9. Director's Review.
10. County Attorney's Report.
  - a. Sunshine Law Presentation
11. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Tuesday, October 4, 2016 at 8:35 a.m.**, in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

12. Announcements/Communications.
13. Adjournment.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11182

Public Hearings 12.

#### BCC Regular Meeting

**Meeting Date:** 10/20/2016

**Issue:** 5:34 p.m. Public Hearing to Consider Adoption of the Atwood Redevelopment Trust Fund Ordinance

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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#### **RECOMMENDATION:**

5:34 p.m. Public Hearing for consideration of adopting the Atwood Redevelopment Trust Fund Ordinance.

Recommendation: That the Board take the following action concerning the adoption of the Atwood Redevelopment Trust Fund Ordinance:

A. Adopt an Ordinance of Escambia County, Florida relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Atwood Redevelopment District Projects; providing for short title; providing for legislative findings; providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the Fiscal Year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date; and

B. Authorize the Chairman to execute the Ordinance.

#### **BACKGROUND:**

On May 21, 2015, the Escambia County Board of County Commissioners adopted a Resolution (R2015-64) creating the Atwood Redevelopment District.

On October 20, 2016 at 9:00 a.m., a CRA meeting was convened to recommend to the Board to Conduct a Public Hearing at 5:34 p.m., to consider adoption of an Ordinance to establish the Atwood Redevelopment Trust Fund. A copy of the Ordinance is attached.

#### **BUDGETARY IMPACT:**

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Ordinance was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this process.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Conducting a Public Hearing for consideration to adopt an Ordinance is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

The CRA solicited input from residents and business owners in the Atwood area by conducting a series of four monthly public community meetings January 2016 thru April 2016. Upon adoption of the Ordinance by the Board, the CRA will continue to work with residents, neighborhood associations, and area businesses.

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**Attachments**

Ordinance Atwood Dist OCT2016

Atwood Map

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**ORDINANCE 2016-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES, FOR ATWOOD REDEVELOPMENT DISTRICT PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OF REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County;

**WHEREAS**, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, "The Community Redevelopment Act of 1969"; and

**WHEREAS**, on May 21, 2015, the Board of County Commissioners adopted the Atwood Resolution of Findings (R2015-64) of slum and blight and a shortage of affordable housing for low and moderate income households in the Atwood community; and

**WHEREAS**, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Atwood Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the continued protection of the health, safety, and welfare of the citizens of the County through the Community Redevelopment Act.

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

**Section 1.** Chapter 46, Article VI, Section 46-292 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

**Sec. 46-292. The Atwood Redevelopment Trust Fund Ordinance.**

- (1) Title.** This section shall be known as the "The Atwood Redevelopment Trust Fund Ordinance," and may be cited as such, and will be referred to herein as "this section".

**(2) Legislative Findings:**

- a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board") adopted resolutions by which it found and declared: i) that five blighted areas existed in Escambia County; ii) that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas was necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slum and blight; iii) that said blighted areas were appropriate for community redevelopment projects; and iv) that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended. These resolutions designated the blighted areas as community redevelopment areas.
- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2015-64 and Ordinance 2016-\_\_\_\_ are supported by competent and substantial evidence and that said findings determinations, declarations, and actions are valid as it relates to the purpose of this Ordinance. The boundaries of the area are described as follows:

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of way line of Caminitti

Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies); thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.

- d. In addition, the Board makes the following finding:

Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Atwood Redevelopment District, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by §163.346, Florida Statutes, as amended.

- (3) Definitions.** Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

**(4) Establishment of Redevelopment Trust Fund.**

For the duration of the Atwood Redevelopment Plan, such plan shall be funded by the Atwood Redevelopment Trust Fund. Pursuant to §163.387, Florida Statutes, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Atwood Redevelopment District and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by §163.387, Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment Agency for such expenses incurred before the redevelopment plans was approved and adopted;
- c. The acquisition of real property in the Atwood Redevelopment District;
- d. Property clearance and preparation of the Atwood Redevelopment District for redevelopment and for relocation of site occupants as provided for §163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

**(5) Funding of Redevelopment Trust Fund.**

- a. For the duration of any community redevelopment project undertaken in the Atwood Redevelopment District pursuant to its redevelopment plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be that amount equal to **75%** of the difference between:
  - 1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Atwood Redevelopment Area; and
  - 2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing

authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Atwood Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

- b. Pursuant to §163.387(2), Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in §163.387, Florida Statutes, as amended.
  - c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a result of a community redevelopment project, has been paid, but only to the extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to §163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in the aforementioned paragraphs.
  - d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.
- (6) Disposition of Monies Upon Expiration of the Fiscal Year.** Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three (3) years from the date of such appropriation in accordance with §163.387(7), Florida Statutes, as amended.

- (7) **Annual Audit.** The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

**Section 2. Severability.**

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

**Section 3. Inclusion in the Code.**

It is the intention of the Board that the provisions of this ordinance shall become and be made a part of the Escambia County Code of Ordinances and that such sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "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 \_\_\_\_\_, 2016.**

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

**BY: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman**

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

**BY: \_\_\_\_\_  
Deputy Clerk  
(Seal)**

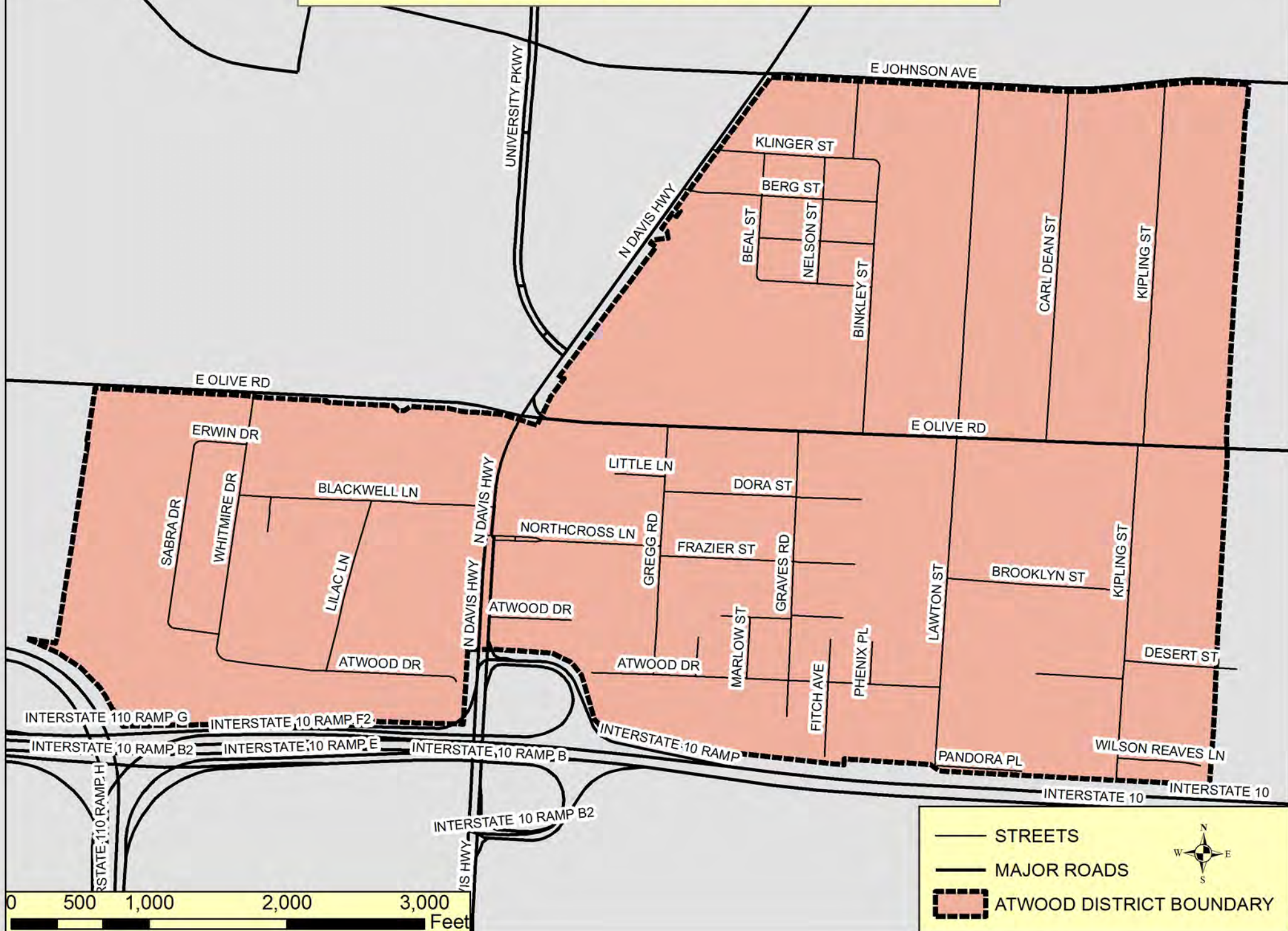
**Enacted:  
Filed with Department of State:  
Effective:**

Approved as to form and legal  
sufficiency.

By/Title:   
Date: 8/22/16



# ATWOOD REDEVELOPMENT DISTRICT





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11148**

**13.**

**BCC Regular Meeting**

**Meeting Date:** 10/20/2016

**Issue:** 5:35 p.m. Public Hearing - Vacate Alleyways in Hazlehurst Subdivision and Blount Re-Subdivision of Kupfrian Park

**From:** Joy D. Blackmon, P.E., Director

**Organization:** Public Works

**CAO Approval:** Jack R. Brown

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**RECOMMENDATION:**

5:35 p.m. Public Hearing to consider the Petition to Vacate two alleyways in Hazlehurst Subdivision and one alleyway in Blount Re-Subdivision of Kupfrian Park.

Recommendation: That the Board take the following action concerning the Petition to Vacate two alleyways in Blocks 19 and 20 of Hazlehurst Subdivision (both 20 feet x 300 feet), and one alleyway in Block "H" of Blount Re-Subdivision of that part of Kupfrian Park (20 feet x 285 feet), as petitioned by Percy Goodman, agent for Floyd Peacock and New Birth Baptist Church of Pensacola, Inc.:

A. Approve or deny the Petition to Vacate two alleyways in Blocks 19 and 20 of Hazlehurst Subdivision (both 20 feet x 300 feet), and one alleyway in Block "H" of Blount Re-Subdivision of that part of Kupfrian Park (20 feet x 285 feet), as petitioned by Floyd Peacock and New Birth Baptist Church of Pensacola, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

**BACKGROUND:**

The petitioners are requesting that the Board Vacate any interest the County may have in the existing alleyways. Both alleyways located in Hazlehurst Subdivision are 20 feet x 300 feet and the alleyway located in Blount Re-Subdivision of that part of Kupfrian Park is 20 feet x 285 feet.

Staff has made no representations to the Petitioners or to the Petitioners' agent, Mr.

Percy Goodman, that Board approval of this request operates to confirm the vesting or return of title of the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this Vacation request. Staff has reviewed the request and has no objection to the Vacation. However, should the Board approve the Request to Vacate, Public Works staff would like to hold a meeting to discuss stormwater options in the area if the Petitioner hires a professional engineer for the development of this property. All utility companies concerned have been contacted and have no objection to the requested Vacation. 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 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:**

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 for closing, vacating and abandoning County owned property – Section III and Florida Statutes, Chapter 336.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval of the Vacation, the necessary documents will be signed and it will be the responsibility of the Petitioner or the Petitioner's agent to have the documents recorded in the public record and to advertise the required public notifications.

---

**Attachments**

Petition to Vacate

Aerial Map - Block 19

Aerial Map - Block 20

Aerial Map - Block H

Hold/Harmless Agreement

Certification of Property Owners

Property Owner List

Notice of Adoption

## Resolution

---

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  
Alleyways (3)

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit  
"A", and further states as follows:

1. That the Petitioner(s), New Birth Baptist Church of Pensacola, Inc.  
presently X own(s) \_\_\_\_\_ do/does not own 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:

- 1) Block 19, Hazlehurst  
20 foot alleyway between North Q Street and North R Street
- 2) Block 20, Hazlehurst Subdivision  
20 foot alleyway between North Q Street and North P Street
- 3) Block H, Blount Re-Subdivision of that part of Kupfrain Park  
20 foot alleyway between North Q Street and North P Street

2. That the Petitioner(s), New Birth Baptist Church of Pensacola, Inc  
desire(s) 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(s) 30 and 31  
Township 2 South Range 30 West and recorded in Deed Book 55, Page 262  
of the public records of Escambia County, Florida. Plat Book 1, Page 87  
Deed Book 55, Page 262



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(s) request 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.

New Birth Baptist Church of Pensacola, Inc.  
Corporation of Company Name

Floyd Peacock

Petitioner(s) Name

1610 North Q Street

Street Address

Pensacola

City

FL

State

(850) 501-3373

Phone Number

Percy Goodman, Jr.

Agent's Name

(850) 261-5008

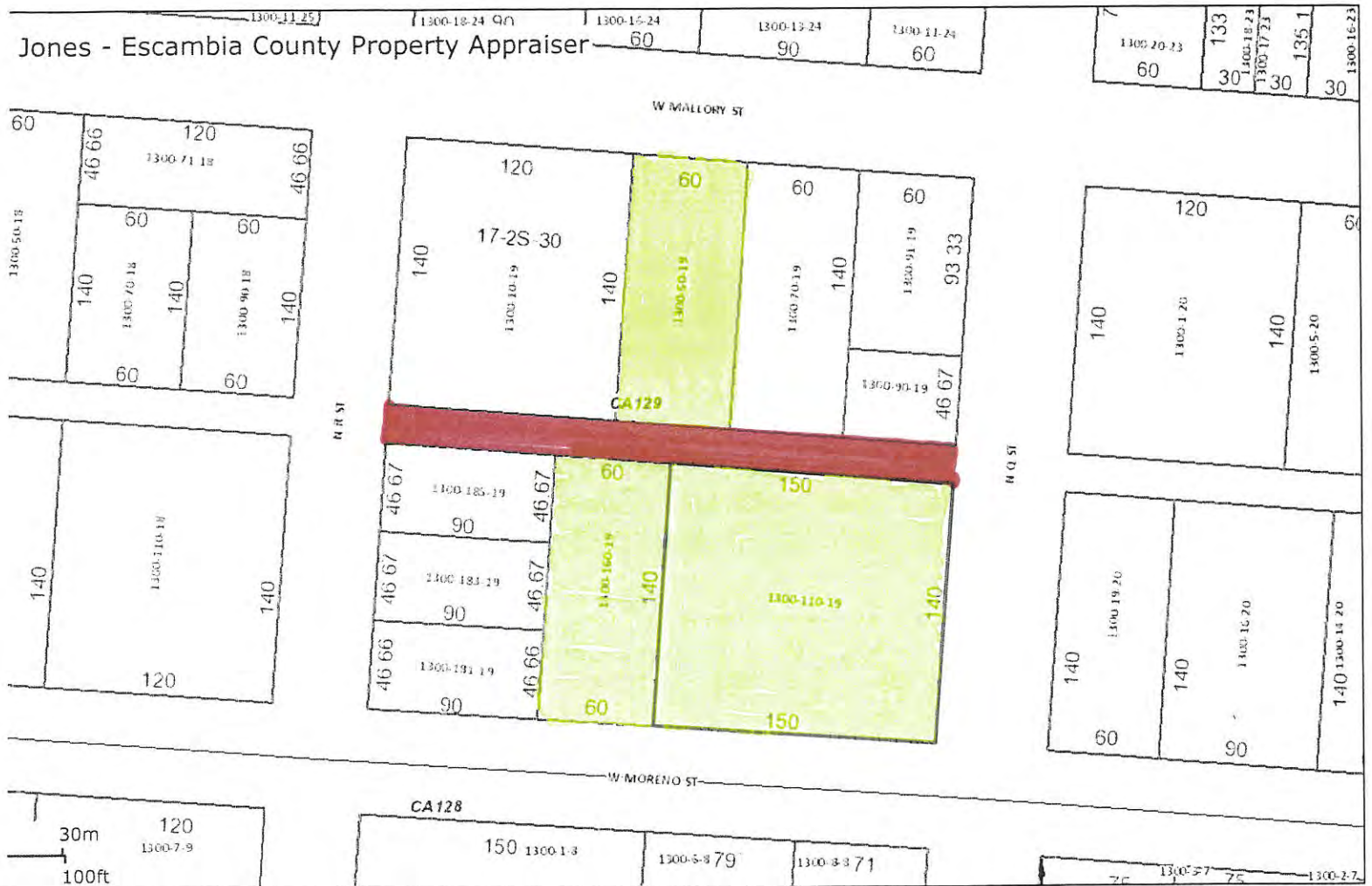
Agent's Phone Number

May 23, 2016

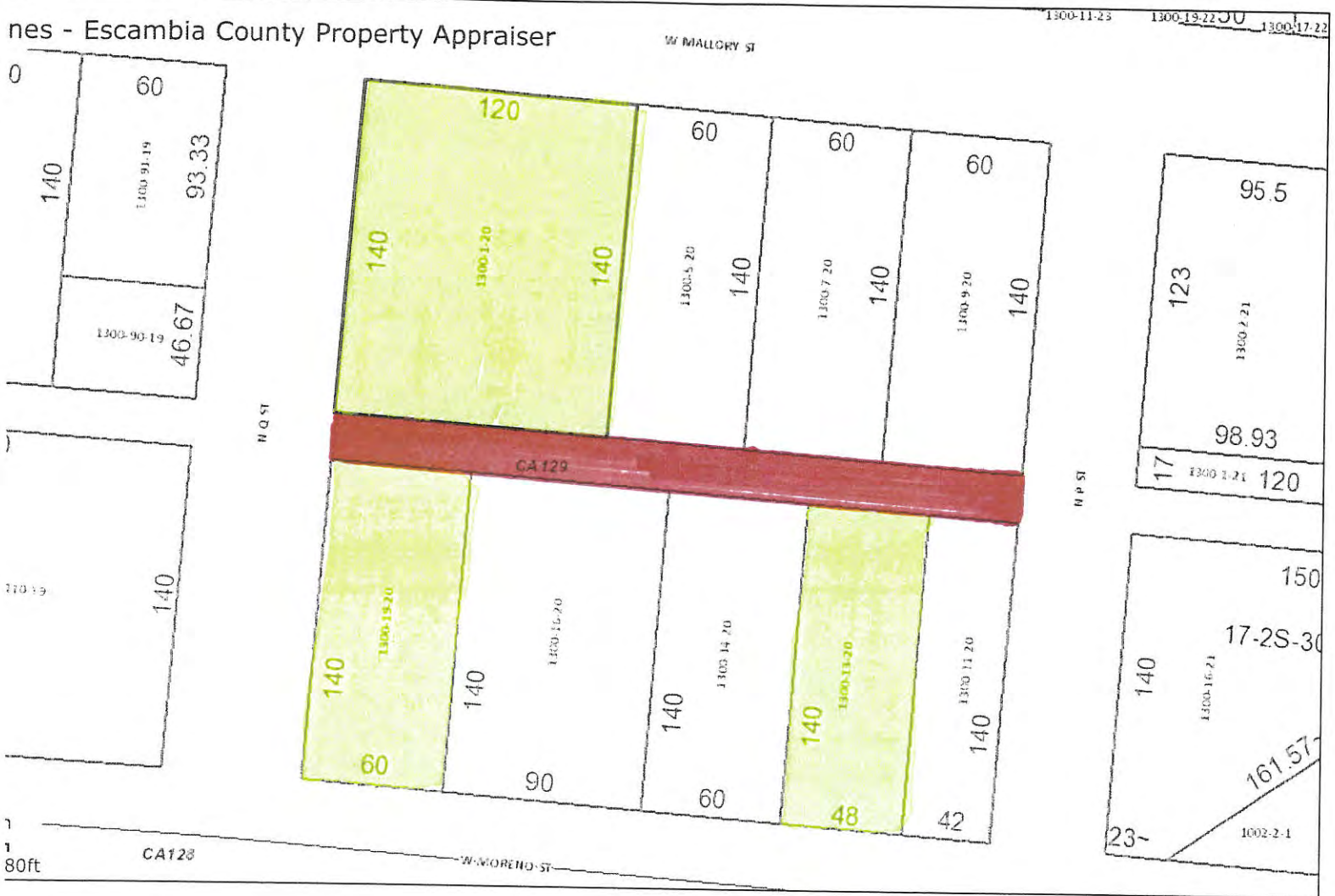
Date:



Jones - Escambia County Property Appraiser



nes - Escambia County Property Appraiser



Block 20

[illegible]

Block H



**EXHIBIT A**

REQUEST TO VACATE 20' ALLEYWAY LYING IN BLOCK 19 OF HAZLEHURST

Petitioner: NEW BIRTH BAPTIST CHURCH, INC/FLOYD PEACOCK

Agent: PERCY GOODMAN, JR.



ESCAMBIA COUNTY  
ENGINEERING DIVISION

KPJ 7/13/16 DISTRICT 3



Petitioner's Property



Alleyway to be Vacated



**EXHIBIT B**

REQUEST TO VACATE 20' ALLEYWAY LYING IN BLOCK 20 OF HAZLEHURST

Petitioner: NEW BIRTH BAPTIST CHURCH, INC/FLOYD PEACOCK

Agent: PERCY GOODMAN, JR.



ESCAMBIA COUNTY  
ENGINEERING DIVISION

KPJ 7/13/16 DISTRICT 3



**Petitioner's Property**



**Alleyway to be Vacated**



**EXHIBIT C**

REQUEST TO VACATE 20' ALLEYWAY LYING IN BLOCK H OF BLOUNT RE-SUBDIVISION OF KUPFRIAN PARK

Petitioner: NEW BIRTH BAPTIST CHURCH, INC/FLOYD PEACOCK

Agent: PERCY GOODMAN, JR.



ESCAMBIA COUNTY  
ENGINEERING DIVISION

KPJ 7/13/16 DISTRICT 3



Petitioner's Property



Alleyway to be Vacated



## HOLD/HARMLESS AGREEMENT

WHEREAS, New Birth Baptist Church of Pensacola, Inc. hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

- 1) Block 19, Hazlehurst 20 foot alleyway between North Q Street and North R Street
- 2) Block 20, Hazlehurst Subdivision 20 foot alleyway between North Q Street and North P Street
- 3) Block H, Blount Re-Subdivision of that part of Kupfrain Park 20 foot alleyway between North Q Street and North P Street

2. Petitioner(s), hereby covenant(s) and agree(s) that they have complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits,

actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Percy L. Goodman, Jr.

Witness

Percy L. Goodman, Jr.

Print or type name

Autgespear

Witness

KATH L. SPARKS

Print or type name

New Birth Baptist Church of Pensacola Inc  
Corporation or Company Name

Rev. Floyd Percoc

Petitioner(s)

Rev. Floyd Percoc

Print or type name(s)

Title: PASTOR

Date: 10/4/16

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of October, 2016, by Floyd Percoc as Pastor of New Birth Missionary Bapt. Church. He/She is (☒) personally known to me, (☐) produced current Florida/Other \_\_\_\_\_ driver's license as identification, and/or (☐) produced current \_\_\_\_\_ as identification.



Notary Public

Grover C. Brown Jr

Print or type name

Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

By \_\_\_\_\_  
Deputy Clerk

Approved by the B.C.C. on: \_\_\_\_\_

CERTIFICATION OF PROPERTY OWNERS  
WITHIN 500 FEET

The undersigned petitioner(s), do\_\_\_ hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated October 4, 2016.

Rev. Floyd Pearson  
Petitioner(s)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Rev. Floyd Pearson who ☒ personally known to me or who have/has produced \_\_\_\_\_ as identification and who is/are known to me to be the individual(s) described in and who acknowledged that we executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 4th day of October,  
A.D., 2016.

[Signature]  
Notary Public

Grover C. Brown Jr  
Print or type name

Commission Number:  
Commission Expires:



JUMBO PROPERTIES LLC  
13901 LYNMAR BLVD  
TAMPA, SC 33626

EDWARDS ELOISE B  
2219 W AVERY ST  
PENSACOLA, FL 32505

BROOKS SHANELL  
2217 W AVERY ST  
PENSACOLA, FL 32505

THOMAS CHARLES  
2205 W AVERY ST  
PENSACOLA, FL 32505

WILLIS LARRY W  
2205 W AVERY ST  
PENSACOLA, FL 32505

JOHNSON EDDIE B 15/16 INT &  
6470 COOPER LN  
JACKSONVILLE, FL 32210

WILLIAMS MICHAEL A  
2301 W AVERY ST  
PENSACOLA, FL 32505

DUKES VERSHANIA  
2401 W AVERY ST  
PENSACOLA, FL 32505

WRIGHT GARY P  
2 PORTOFINO DR STE 708  
PENSACOLA BEACH, FL 32561

ENFINGER RONALD A  
1805 N PACE BLVD  
PENSACOLA, FL 32505

AUGUSTINE FREDDIE L &  
2304 W AVERY ST  
PENSACOLA, FL 32505

BENNETT IRA H & BETTY L  
711 N 78TH AVE  
PENSACOLA, FL 32506

LAI BAY VAN &  
2312 W AVERY ST  
PENSACOLA, FL 32505

NGUYEN HAI DUC  
2202 W AVERY ST  
PENSACOLA, FL 32505

HILL WILLIEISE A  
2208 W AVERY ST  
PENSACOLA, FL 32505

SHOEMAKER DAN EST OF  
5866 LST BIG TREE LN  
PENSACOLA, FL 32505

AGRAPIDES LAZARUS &  
510 N REUS ST  
PENSACOLA, FL 32501

LOPEZ ASUEENA E  
2220 W AVERY ST  
PENSACOLA, FL 32505

HICKS EDWARD W  
1604 NORTH R ST  
PENSACOLA, FL 32505

BLANKENSHIP ERSKINE D JR  
2302 MALLORY ST  
PENSACOLA, FL 32505

BARNES BYRON G  
212 NORTH B ST  
PENSACOLA, FL 32502

WOMACK SHARON C  
1611 NORTH Q ST  
PENSACOLA, FL 32505

ESCOBAR EDWARD JR  
5017 PERKINS ST  
PENSACOLA, FL 32526

ROBINSON MARY GENE  
7551 WEAVER ST  
PENSACOLA, FL 32534

HOWARD JAMES & CLYDIE  
805 W PINESTEAD RD  
PENSACOLA, FL 32505

J AND R PROPERTIES LLP  
9715 SAN REMO DR  
PENSACOLA, FL 32506

BENJAMIN BEATRICE J BOYKIN  
2200 W MORENO ST  
PENSACOLA, FL 32505

CHO REAL ESTATE HOLDINGS INC  
517 PINEBROOK CIR  
CANTONMENT, FL 32533

GIPSON FRANICINE  
3217 N TARRAGONA ST  
PENSACOLA, FL 32501

BLANKENSHIP ERSKINE D JR  
2302 MALLORY ST  
PENSACOLA, FL 32505

SHIVER CAROLYN J  
PO BOX 11707  
PENSACOLA, FL 32524

NEW BIRTH BAPTIST CHURCH  
1610 NORTH Q ST  
PENSACOLA, FL 32505

TAYLOR WALTER R &  
2308 W MALLORY ST  
PENSACOLA, FL 32505

CHANDLER ROSA  
99 N CRAGMONT AVE  
SAN JOSE, CA 95127

COX RICHARD W &  
109 SANDY LOOP RD  
CUSSETTA, GA 31805

MELTON DOROTHY  
2208 W MALLORY ST  
PENSACOLA, FL 32505

SALAZAR RAYMUNDO  
2218 W MORENO ST  
PENSACOLA, FL 32505

MCKINNEY MARK &  
335 NEAL RD  
CANTONMENT, FL 32533

BLOXSON TABITHA  
2210 W MALLORY ST  
PENSACOLA, FL 32505

GRIMSLEY ROSIE MARIE  
3257 FRESNO AVE  
PENSACOLA, FL 32526

LEWIS KARL E  
705 W LARUA ST  
PENSACOLA, FL 32501

PENSACOLA HABITAT FOR HUMANITY INC  
PO BOX 13204  
PENSACOLA, FL 32591

LUPFER MABLE ANN WILLIAMS  
2320 W MALLORY ST  
PENSACOLA, FL 32505

LEWIS KARL E  
705 W LARUA ST  
PENSACOLA, FL 32501

C S S LLC  
22 E JOHNSON AVE  
PENSACOLA, FL 32534

SMITH MATTIE REE  
1800 NORTH Q ST  
PENSACOLA, FL 32501

DIXON JOSEPH D  
9101 CARIBBEAN DR  
PENSACOLA, FL 32506

ROBINSON KIMYET  
PO BOX 18221  
PENSACOLA, FL 32523

JEMISON WILLIAM L  
2301 W MALLORY ST  
PENSACOLA, FL 32505

CARTER JACQUELINE J  
1700 NORTH R ST  
PENSACOLA, FL 32505

MCBRIDE SHERWIN T &  
1704 NORTH R ST  
PENSACOLA, FL 32505

SUMLER JULIE  
1708 N R ST  
PENSACOLA, FL 32505

HAMILTON WILLIAM S  
2400 W MALLORY ST  
PENSACOLA, FL 32505

MCCASTLE LEONARD D & SHARON F  
1810 NORTH Q ST  
PENSACOLA, FL 32505

RIVERS PAMELA  
2211 W MALLORY ST  
PENSACOLA, FL 32505

DWDB INC  
78 SOUTH CODY RD  
MOBILE, AL 36608

LE LINH  
4772 MALLARD CREEK RD  
PENSACOLA, FL 32526

EPPS MACK JR  
2202 W BLOUNT ST  
PENSACOLA, FL 32505

NEW JERUSALEM BAPTIST  
2150 W BLOUNT ST  
PENSACOLA, FL 32505

MEACHAM VERA H TRUSTEE  
8963 PENSACOLA BLVD  
PENSACOLA, FL 32534

MEACHAM RALPH TRUSTEE  
8963 PENSACOLA BLVD  
PENSACOLA, FL 32534

YEPISHIN ANDREY  
1805 N Q ST  
PENSACOLA, FL 32505

WATSON DONNA MARIA  
2218 W MALLORY ST  
PENSACOLA, FL 32505

LE LINH  
4772 MALLARD CREEK RD  
PENSACOLA, FL 32526

TAYLOR WALTER R  
2308 W MALLORY ST  
PENSACOLA, FL 32505

BENTON SHIRLEY  
1720 N PACE BLVD  
PENSACOLA, FL 32505

YATES ANNIE B  
8021 QUIET DR  
PENSACOLA, FL 32526

HICKS WILLIAMS SHARON  
1520 W BOBE ST  
PENSACOLA, FL 32501

DIXON JOSEPH D  
9101 CARIBBEAN DRIVE  
PENSACOLA, FL 32505

SIXTEEN TWELVE LLC  
1612 N PACE BLVD STE 5  
PENSACOLA, FL 32505

EXIT STRATEGY NOVEMBER 12 LLC  
25882 ORCHARD LAKE RD STE 106  
FARMINGTON HILLS, MI 48336

ADAMS LARRY W  
1604 N PACE BLVD  
PENSACOLA, FL 32505

PATCHES I INC TRUSTEE  
5017 PERKINS ST  
PENSACOLA, FL 32526



KING IRA  
2303 W BLOUNT ST  
PENSACOLA, FL 32505

HALL GWNDOLYN Y  
1108 E DESOTO ST  
PENSACOLA, FL 32505

BLANTON SANDY  
4400 BAYOU BLVD STE 49B  
PENSACOLA, FL 32503

PHILLIPS SALLY  
1966 FUQUAY RD  
NEWBURGH, IN 47630

MCGOVERN KAREN E  
1322 LAVAL COURT  
MOBILE, AL 36693

JOHNSON DERICK S  
2544 ROSEDOWN DR  
CANTONMENT, FL 32533

JONES CONNIE RAE  
2414 W BLOUNT ST  
PENSACOLA, FL 32505

HENDRIETH LOYD  
2308 W BLOUNT ST  
PENSACOLA, FL 32505

HURD ROGER C  
5670 SATINWOOD CT  
JUPITER, FL 33458

SERRANO KELVIN &  
4359 CROCKET ST  
LOS ANGELES, CA 90011

SHAW STEVEN W  
1501 NORTH P ST  
PENSACOLA, FL 32505

SHAW TOBY L  
4610 DOUGLAS DR  
MILTON, FL 325839324

BEMENT PAUL  
6121 ARBUTUS DR  
PENSACOLA, FL 32504

DIXON JOSEPH D  
9101 CARIBBEAN DR  
PENSACOLA, FL 32506

EXCLUSIVE CLEANERS &  
3900 N 9TH AVE  
PENSACOLA, FL 32503

VAULK ARTHUR L  
13490 NW 28TH AVE  
OPA LOCKA, FL 33054

WINDSOR BRUCE M &  
5802 W SHORE DR  
PENSACOLA, FL 32526

SUKHERA IRFAN H TRUSTEE FOR  
535 SHILOH DR  
PENSACOLA, FL 32503

M & A COMMUNITY OUTREACH CENTER  
PO BOX 2071  
PENSACOLA, FL 32513

HOPSON BILLY R  
1413 NORTH P ST  
PENSACOLA, FL 32505

TRC SPE LLC US BANK  
50 S 16TH ST SUITE 195  
PHILADELPHIA, PA 19102

MCKINZIE RUPERT W & SAMANTHA J  
PO BOX 418  
WINNEMUCCA, NV 89445

WHITE COLLIN & FAYETTA  
2104 W GODFREY ST  
PENSACOLA, FL 32505

FRANKS ERNESTINE K TRUSTEE FOR  
610 N SPRING ST  
PENSACOLA, FL 32501

JONES NELLIE S  
3851 FOREST GLEN DR  
PENSACOLA, FL 32504

ASHRAF JAVED & BIRJEES  
410 Kingfisher Dr  
SUGAR LAND, TX 77478

RANDALL LAMAR & VERDELL H  
2105 W GODFREY ST  
PENSACOLA, FL 32505

MARTIN LUCINDA F  
4415 DEAUVILLE WAY  
PENSACOLA, FL 32505

LEE THOMAS L TRUSTEE  
3345 MARCUS POINT BLVD  
PENSACOLA, FL 325051898

SALVATION ARMY  
1501 NORTH Q ST  
PENSACOLA, FL 32505

RODRIGUEZ JOSE E  
1509 NORTH R ST  
PENSACOLA, FL 32505

JOHNSON CARMESHIA  
1515 NORTH R ST  
PENSACOLA, FL 32505

DAVIS TAMMIE  
1517 N R ST  
PENSACOLA, FL 32505

DUONG SON K & KING DEBRA A  
1319 NORTH P ST  
PENSACOLA, FL 32505

HORNE RONALD A & GLORIA J  
1315 NORTH P ST  
PENSACOLA, FL 32505

HARRINGTON BRITNEY  
3 BAGGETT CT  
PENSACOLA, FL 32505

HALL EDWARD A JR & SUE ANN  
4 BAGGETT CT  
PENSACOLA, FL 32505

BROWN BERNICE  
3704 W BLOUNT ST  
PENSACOLA, FL 32505

PHELPS BENJAMIN L  
PO BOX 4614  
PENSACOLA, FL 32507

MEACHAM RUTH  
8963 PENSACOLA BLVD  
PENSACOLA, FL 32534

PHELPS BENJAMIN L  
PO BOX 4614  
PENSACOLA, FL 32507

PHELPS BENJAMIN L  
PO BOX 4614  
PENSACOLA, FL 32507

PHELPS BENJAMIN L  
PO BOX 4614  
PENSACOLA, FL 32507

FORD WILLIAM E JR  
11 BAGGETT CT  
PENSACOLA, FL 32505

PEAVY LORENZO  
12 BAGGETT CT  
PENSACOLA, FL 32505

BALDWIN ROBERT L &  
884 SW 3RD AVE  
DEERFIELD BEACH, FL 33441

Escambia County Public Works  
Real Estate Acquisition  
3363 West Park Place  
Pensacola, FL 32505

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY  
COMMISSIONERS VACATING, ABANDONING, AND CLOSING  
EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYS, 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.

NOTICE IS HEREBY GIVEN that on October 20,  
A.D., 20 16, in accordance with Sections 336.09 and 336.10, Florida Statutes and  
Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual,  
the Board of County Commissioners of Escambia County, Florida, adopted a resolution  
vacating, abandoning and closing use of that certain public road rights-of-way, alleyway,  
or other land in Escambia County, Florida, described as follows:

- 1) Block 19, Hazlehurst 20 foot alleyway between North Q Street  
and North R Street
- 2) Block 20, Hazlehurst Subdivision 20 foot alleyway between  
North Q Street and North P Street
- 3) Block H, Blount Re-Subdivision of that part of Kupfrain Park 20  
foot alleyway between North Q Street and North P Street

and surrendered, renounced and disclaimed any right of Escambia County, Florida and  
the public in and to the aforesaid property.

Dated this 20th day of October, A.D., 20 16.

Board of County Commissioners  
Escambia County, Florida

RESOLUTION NUMBER R \_\_\_\_\_ - \_\_\_\_\_

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR 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.

WHEREAS, New Birth Baptist Church of Pensacola, Inc. has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

- 1) Block 19, Hazlehurst 20 foot alleyway between North Q Street and North R Street
- 2) Block 20, Hazlehurst Subdivision 20 foot alleyway between North Q Street and North P Street
- 3) Block H, Blount Re-Subdivision of that part of Kupfrain Park 20 foot alleyway between North Q Street and North P Street

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), New Birth Baptist Church of Pensacola, Inc., has caused to be published on October 6, A.D., 2016, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:35 pm on October 20, 2016 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of 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 will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.
2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;
  - 1) Block 19, Hazlehurst 20 foot alleyway between North Q Street and North R Street
  - 2) Block 20, Hazlehurst Subdivision 20 foot alleyway between North Q Street and North P Street
  - 3) Block H, Blount Re-Subdivision of that part of Kupfrain Park 20 foot alleyway between North Q Street and North P Street
3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

By \_\_\_\_\_  
Deputy Clerk

Adopted: \_\_\_\_\_



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11196**

**Public Hearings 14.**

#### **BCC Regular Meeting**

**Meeting Date:** 10/20/2016

**Issue:** Not exceeding \$9,000,000 Florida Development Finance Corporation Multifamily Housing Revenue Bonds (Peachtree Commons Apartments Project)

**From:** JoLinda Herring, Shareholder

**Organization:** Bryant Miller Olive P.A.

**CAO Approval:**

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#### **RECOMMENDATION:**

5:36 p.m. TEFRA Public Hearing for consideration of authorizing the issuance by the Florida Development Finance Corporation of not-to-exceed \$9,000,000 in Multifamily Housing Revenue Bonds, on behalf of JPC Charities and/or one or more related and/or affiliated entities - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

Recommendation: That the Board take the following action concerning the issuance by the Florida Development Finance Corporation (the "Issuer") of not-to-exceed \$9,000,000 in Multifamily Housing Revenue Bonds (the "Bonds"), on behalf of JPC Charities and/or one or more related and/or affiliated entities (collectively, the "Borrower"), for the purpose of (A) financing, refinancing, or reimbursing the Borrower for the cost of certain capital improvements for to the 218-unit residential rental housing facility known as Peachtree Commons Apartments, located at 4600 Twin Oaks Drive, Pensacola, Florida 32506 (the "Project"); (B) funding any necessary reserve; (C) funding capitalized interest on the Bonds; and (D) paying the costs associated with the issuance of the Bonds:

A. Conduct the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing; and

B. Following the TEFRA Public Hearing, adopt, and authorize the Chairman to execute, the Resolution granting "area of operation" authority within the County to the Issuer and approving the issuance of the Bonds upon the terms established therein. The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

#### **BACKGROUND:**



The Project is being acquired by the Borrower from 4600 Twin Oaks Drive, LLC, for \$7,300,000 and consists of nine (9) two-story walk up buildings containing 218 units, comprised of 142 one-bedroom units and 76 two-bedroom units. The Project was originally constructed in 1976 and was renovated in 2013. The Bonds do not constitute the debt or indebtedness of the County within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida, and shall not constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers.

**BUDGETARY IMPACT:**

The County will not be required to make any payments or incur any costs for the Bonds. The County shall be also be reimbursed by the Borrower for out of pocket expenses as outlined in Chapter 46, Article VII, of the County's Code of Ordinances (the "Conduit Bonds Ordinance").

**LEGAL CONSIDERATIONS/SIGN-OFF:**

JoLinda Herring, Bryant Miller Olive P.A., the County's Bond Counsel, will review the documents on behalf of the County to insure that the County has no liability or obligation under the Bonds.

**PERSONNEL:**

None.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Bonds will comply with the requirements of the Conduit Bonds Ordinance.

**IMPLEMENTATION/COORDINATION:**

None.

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**Attachments**

TEFRA Bond Resolution

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**RESOLUTION NO. R2016-**

**RESOLUTION APPROVING THE ISSUANCE OF BONDS  
BY THE FLORIDA DEVELOPMENT FINANCE  
CORPORATION FOR THE PEACHTREE COMMONS  
APARTMENTS PROJECT.**

**WHEREAS**, the Florida Development Finance Corporation (the “Issuer”) was created by the Florida Development Finance Corporation Act, Chapter 288, Part X, Florida Statutes (the “Act”), which provides, in part, that the Issuer may issue revenue bonds to finance projects for the benefit of approved Florida businesses to enhance the economic development of the State of Florida, provided that the Issuer has entered into an interlocal agreement with the local governmental agency in which the project will be located; and

**WHEREAS**, the Issuer previously entered into that certain Interlocal Agreement with Orange County dated as of April 12, 1994 (the “Interlocal Agreement”) authorizing the Issuer to function within the limits of Orange County; and

**WHEREAS**, on September 29, 1997, Escambia County authorized the execution of the Joinder to the Interlocal Agreement, allowing the Issuer to function with the jurisdictional limits of Escambia County; provided, however, that any financing comply with the requirements of Ordinance 97-43 of Escambia County; and

**WHEREAS**, the Issuer intends to issue its Multifamily Housing Revenue Bonds (Peachtree Commons Apartments), Series 2016 (the “Bonds”) issuable in one or more series; and

**WHEREAS**, the proceeds of the Bonds will be used by JPC Charities, and/or one or more of their affiliates (collectively, the “Borrowers”) to, among other things, finance or refinance the cost of (or reimburse themselves for prior expenditures for) acquisition, construction, development, installation and equipping of an existing 218 unit residential rental housing facility known as the Peachtree Commons Apartments, located in Pensacola, Florida (the “Project”); and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires public approval of certain revenue bonds and any plan of finance therefore, following a public hearing; and

**WHEREAS**, the required notice of such public hearing was published in the *Pensacola News Journal*, a newspaper of general circulation in Escambia County, Florida (the “County”) on October 5, 2016; and

**WHEREAS**, following publication of such notice, the Bonds and the plan of finance have been submitted to a public hearing held by the Board of County Commissioners of Escambia County (the “Board”) on this date, as required pursuant to Section 147(f) of the Code; and

**WHEREAS**, the Board has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views; and

**WHEREAS**, the Board desires to approve the Bonds and the plan of finance pursuant to the requirements of Section 147(f) of the Code.

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

**Section 1. Bond Approval.**

A. The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the "Notice") published in the Pensacola News Journal, a newspaper of general circulation in the jurisdiction of the County, on October 5, 2016. An affidavit establishing proof of proper publication of the Notice is accepted into the record, a copy of which is attached as Exhibit A hereto. After consideration of the comments and concerns expressed by the persons appearing at the public hearing, and after review and consideration of any written correspondence, the Board, for the purpose of Section 147(f) of the Code, hereby approves the Bonds, the financing of the Project described in the Notice, and further approves the plan of finance for the issuance by the Issuer from time to time of not exceeding \$9,000,000.00 of the Bonds, for the purposes herein described.

B. Nothing herein shall be deemed to obligate Escambia County to make any payments or undertake any responsibilities for the costs and expenses and other financial liabilities that may be incurred in connection herewith.

**Section 2. Limitation.** The Bonds approved hereunder and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenue pledged therefor pursuant to a loan agreement and/or other financing agreement entered into by the Issuer prior to or contemporaneously with the issuance of the Bonds. The approval given herein is solely for the purposes of Section 147(f) of the Code and shall not be construed as an approval of any zoning application or any regulatory permit required in connection with such Project nor creating any vested rights with respect to any land use regulations, and the Board shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any authority or responsibilities it may have in that regard. Additionally, the approval granted herein shall not be construed as approval by the County of the financial feasibility of the Project or of any financial matters with respect to the Project, the Borrowers, or the Bonds.

**Section 3. Repealing Clause.** All restrictions or resolutions or portions thereof in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.

**Section 4. Effective Date.** This resolution shall take effect immediately upon its adoption.

**DONE AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2016, in regular session, by the Board of County Commissioners of Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form and legality:

By:  \_\_\_\_\_

Exhibit A: Notice of Public Hearing

BROAD AND CASSEL  
390 NORTH ORANGE AVENUE  
SUITE 1400  
ORLANDO FL 32801

Published Daily-Pensacola, Escambia County, FL  
**PROOF OF PUBLICATION**

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared Krista Kent, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

FLORIDA DEVELOPMENT FINAN

as published in said newspaper in the issue(s) of:

10/05/16

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 5th of October 2016, by Krista Kent who is personally known to me

Krista Kent

Affiant

Mark Dee Kent

Mark Dee Kent

Notary Public for the State of Florida

My Commission expires October 27, 2019

Publication Cost: \$284.26

Ad No: 0001619355

Customer No: 4078394200BROA

**FLORIDA DEVELOPMENT FINANCE CORPORATION  
NOTICE OF PUBLIC HEARING**

For the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Board of County Commissioners of Escambia County, Florida, (the "Board") will hold a TEFR public hearing on October 20, 2016, at 5:36 p.m., or as soon thereafter as practicable at the meeting room of the Board, located at the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida 32502, with respect to the proposed issuance by the Florida Development Finance Corporation (the "FDPC") of its Multifamily Housing Revenue Bonds in one or more series or tax exempt and/or taxable bonds, and in the aggregate principal amount not to exceed \$9,000,000 (the "Bonds").

The proceeds of the Bonds will be loaned by the FDPC to JPC Charities, and/or one or more related and/or affiliated entities (collectively the "Borrowers"). The Borrowers will use the proceeds of the Bonds to: (A) finance, refinance or reimburse the Borrower for the cost of acquisition of certain capital improvements for or to the 218-unit residential rental housing facility known as Peachtree Commons Apartments, located at 4600 Twin Oaks Drive, Pensacola, Florida 32506 (collectively, the "Project"); (B) fund any necessary reserve; (C) fund capitalized interest on the Bonds; and (D) pay the costs associated with the issuance of the Bonds.

The Project will be owned and operated by one or more of the Borrowers. Optimum Management, LLC, will be the initial manager of the Project.

The Bonds are being issued under the authority of the Florida Development Financing Corporation Act of 1993, as amended (the "Act"). The Bonds shall be payable solely from the revenues derived from a loan and other financing documents to be executed between the FDPC and the Borrowers prior to or contemporaneously with the issuance of the Bonds. Such Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the State of Florida or any political subdivision or agency thereof. Issuance of the Bonds is subject to several conditions including satisfactory documentation and receipt of necessary approvals for the financing. The aforementioned hearing shall be a public hearing and all persons who may be interested will be given an opportunity to be heard concerning the same. Written comments may also be submitted prior to the hearing to the Clerk of the Circuit Court, ex officio Clerk to the Board, at the Escambia County Courthouse, 221 Palafox Place, Pensacola, Florida 32502.

PLEASE NOTE ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH RESPECT TO ANY MATTER CONSIDERED AT THE PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS OF THE MEETING. SINCE THE BOARD OF COUNTY COMMISSIONERS DOES NOT MAKE VERBATIM RECORDS OF ITS MEETINGS, SUCH PERSON MAY NEED TO INDEPENDENTLY SECURE A RECORD, WHICH SHOULD INCLUDE THE TESTIMONY OR EVIDENCE ON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Legal No. 1619355 IT October 1, 2016

**EXHIBIT**

A

**MARK DEE KENT**  
Notary Public - State of Florida  
Comm. Expires October 27, 2019  
Comm. No. FF 931266





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11195

Public Hearings 15.

#### BCC Regular Meeting

Meeting Date: 10/20/2016

Issue: 5:37 p.m. Public Hearing Concerning Amending Sec. 18-80, Certificate Termination of the Escambia County Code of Ordinances

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

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#### **RECOMMENDATION:**

5:37 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 18, Article II, Division 3, Section 18-80 of the Escambia County Code of Ordinances, relating to the Certificate Termination providing for an expired license holder to petition the Contractor Competency Board at a public hearing for the purpose of considering reinstatement of his license.

Recommendation: That the Board adopt an Ordinance amending Chapter 18, Article II, Division 3, Section 18-80 of the Escambia County Code of Ordinances, relating to the Certificate Termination providing for an expired license holder to petition the Contractor Competency Board at a public hearing for the purpose of considering reinstatement of his license.

#### **BACKGROUND:**

At its October 6, 2016 meeting the Board approved setting the Public Hearing for consideration of amending Sec.18-80 of the Escambia County Code of Ordinances relating to the Certificate Termination.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

This ordinance was reviewed by and approved by Alison P. Rogers, County Attorney and advertised in the *Pensacola News Journal* on October 9, 2016.



**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Ordinance

Proof of Publication

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**ORDINANCE NUMBER 2016-\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, DIVISION 3, SECTION 18-80 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING FOR AN EXPIRED LICENSE HOLDER TO PETITION THE CONTRACTOR COMPETENCY BOARD AT A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING REINSTATEMENT OF HIS LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 18, Article II of the Escambia County Code of Ordinances establishes the Escambia County Contractor Competency Board and vests the Competency Board with certain duties related to the licensing of contractors in Escambia County; and

**WHEREAS**, the Board of County Commissioners finds this amendment will result in a more efficient and expeditious licensing program for contractors operating in Escambia County.

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

**SECTION 1.**

Chapter 18, Article II, Division 2, Section 18-80 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 18-80. Certificate termination.**

(a) *Expiration of certificates of competency.* Certificates of competency issued prior to March 1, 2011, shall expire on the birthdate of the license holder. Certificates of competency issued on or after March 1, 2011, shall expire one calendar year (365 calendar days) after issuance.

(1) Failure to renew certificates of competency during the month of the expiration date shall cause such certificates to become invalid and it is unlawful thereafter for any person to engage or offer to engage, or hold himself or herself out as engaged in, contracting under the certificate unless such certificate is restored or reissued.

(2) A certificate which is invalid because of failure to timely renew shall be automatically restored if the application for renewal and payment of the proper renewal fee are made within 90 days after the expiration date. The renewal fee for restoration

within this time period shall be equal to the current application fee plus the required renewal fee set by resolution of the board of county commissioners pursuant to section 18-82.

(3) ~~A certificate or registration of competency which is inoperative because of failure to renew after ninety (90) days of the expiration date, but within three (3) years of the expiration date, shall be restored on upon payment of the current application fee, a late fee in the amount of \$200.00, plus payment of and the total amount of renewal fees for all unpaid annual renewal periods, and required submittal of all documentation required to bring the certificate current.~~

(4) ~~Failure of license holder to~~ A certificate of competency which is inoperative because of failure to renew by license holder within after three years after from the expiration of his or her license date shall result in it being ~~be~~ revoked by operation of law. Thereafter, except as provided below, reexamination will be required for any such person.

(5) The holder of a certificate of competency revoked by operation of law for failure to renew after three years from the expiration date may petition the Contractor Competency Board for a public hearing to determine whether sufficient cause exists for restoring the certificate without re-examination. In such determination, the Contractor Competency Board shall consider the following factors:

(i) The nature, scope, and continuity of construction work performed in the petitioner's area of certification during the period of revocation.

(ii) The extent to which the petitioner has remained current with the State's continuing education requirements.

(iii) Whether the cause for petitioner's failure to remain current with licensing requirements was of an exceptional nature.

(iv) Any other factor determined by the Contractor Competency Board to bear significantly on the petitioner's restoration.

Any license holder whose certificate of competency is restored pursuant to this section shall submit all documentation required to bring the certificate current and shall pay an amount equal to the current application fee, a late fee in the amount of \$200.00, and the total amount of fees to have been registered as inactive for the entire period since revocation. Decisions of the Contractor Competency Board may be appealed to the Board of County Commissioners.

(b) *Inactive registration:*

(1) A person who holds a valid certificate of competency from the contractor competency board may go on inactive status during which time he or she shall not engage in contracting. Inactive contractors shall pay an inactive status fee established pursuant to resolution of the board of county commissioners, in accordance with section 18-82.

(2) Any employee of a public agency within the county who holds a current registration or certification with state construction industry licensing board, and who by reason of his or her current employment with such public agency, is prohibited from being actively engaged in contracting because to do so would place him or her in a conflict of interest, will, be issued a certificate from the contractor competency board and be placed on inactive status without further cost to him or her until such time as he or she is not in a position of conflict. Upon termination of his or her conflicting public employment, he or she will become an active or inactive contractor upon payment of the current renewal fee.

**Section 3. 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 4. 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 Section 125.68, Fla. Stat. (2016); and that the sections, subsections and other provisions 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 5.    Effective Date.**

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

DONE AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

(Seal)

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 10/10/16

Enacted:  
Filed with Department of State:  
Effective:



Dianne Simpson

ESCAMBIA CO ATTORNEY/LEGAL ADS  
221 PALAFOX PL STE 430

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Krista Kent, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

**NOTICE OF INTENT TO ADOPT**

as published in said newspaper in the issue(s) of:

**10/09/16**

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 10th of October 2016, by Krista Kent who is personally known to me

Krista Kent

Affiant

Mark Dee Kent

Notary Public for the State of Florida

My Commission expires October 27, 2019

Publication Cost: \$228.20

Ad No: 0001641889

Customer No: PNJ-26717750

MARK DEE KENT  
Notary Public - State of Florida  
Comm. Expires October 27, 2019  
Comm. No. FF 931266

**NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE**

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on Thursday, October 20, 2016 at 5:37 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, DIVISION 3, SECTION 18-80 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING FOR AN EXPIRED LICENSE HOLDER TO PETITION THE CONTRACTOR COMPETENCY BOARD AT A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING REINSTATEMENT OF HIS LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Legal No.1641889 1T October 9, 2016

**NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE**

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BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Legal No.1641889 1T October 9, 2016





## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11216

16.

### BCC Regular Meeting

Meeting Date: 10/20/2016

Issue: Committee of the Whole Recommendation

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

Organization: Clerk & Comptroller's Office

CAO Approval:

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### RECOMMENDATION:

Committee of the Whole Recommendation.

Recommendation: That the Board take the following action as recommended by the Committee of the Whole (C/W) at the October 13, 2016, Committee of the Whole Workshop:

A. Approve forwarding the Dog Friendly Dining issue to the Planning Board (C/W Item 5); and

B. Approve adding discussion concerning the Midtown Commerce Park Site to the Agenda for the Joint Meeting with the City of Pensacola (C/W Item 8).

### BACKGROUND:

### BUDGETARY IMPACT:

### LEGAL CONSIDERATIONS/SIGN-OFF:

### PERSONNEL:

### POLICY/REQUIREMENT FOR BOARD ACTION:

### IMPLEMENTATION/COORDINATION:

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### Attachments

C/W Item 5 Backup

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## MEMORANDUM

To: Alison Rogers  
From: Bobbie Ellis-Wiggins  
Date: 06 October 2016  
Re: Dog-Friendly Dining Ordinance

### 1. Section 509.233/Land Development Code

Section 509.233 authorizes local governments to establish by ordinance an exemption to the FDA Food Code prohibiting pets in public food service establishments. The Florida Division of Hotels and Restaurants, Department of Business and Professional Regulation ("Division"), has adopted the FDA Food Code. The Division is the oversight agency charged with enforcing the requirements and restrictions in 509.233.

Section 509.233 requires the County to codify its dog-friendly dining program within its land development code. The statute contemplates a fairly comprehensive program, placing responsibilities and restrictions on restaurant owners and establishing administrative and enforcement obligations on the County.

Restaurant owners must apply for/receive/renew a permit and comply with its conditions and the associated Code requirements. The County must establish a permit application/permit issuing system, a procedure for receiving and responding to citizen's complaints, and a monitoring/communication system to comply with the requirements for reporting various types of information to the Division. For example, the County must provide the Division with copies of each citizen complaint, the County's enforcement response to the complaint, and copies of all approved applications and permits issued.

The County must also establish enforcement protocol for its code enforcement officers and/or determine that the ordinance will be enforced using the procedures in place for other code enforcement matters. Also required is BCC's approval of permit/renewal fee schedules, Planning Board participation, coordination with Animal Control, and other related actions better identified by those more familiar with these processes.

### 1. Amendment to Section 10-11(b)

Adoption of a dog-friendly dining ordinance will require an amendment to Code Section 10-11(b), which prohibits animals in public places such as restaurants or other establishments serving food.

### 2. Attachments

Attached is a proposed draft of new LDC section 4-7.16. Most of the specific requirements are mandated by statute. Some of the provisions in the draft are discretionary, most of which are highlighted.

Also attached is a proposed revision to Code Sec. 10-11, the City of Pensacola's dog-friendly dining ordinance, and Section 509.233, Florida Statutes.

## ESCAMBIA COUNTY LAND DEVELOPMENT CODE

### Chapter 4 – LOCATION AND USE REGULATIONS

#### Article 7. – SUPPLEMENTAL USE REGULATIONS

##### Sec. 4-7.16 - Outdoor dog-friendly dining areas.

[DRAFT]

##### Sec. 4-7.16 - Outdoor dog-friendly dining areas.

(a) *Purpose and intent.* The purpose and intent of this section is to implement Sec. 509.233, F.S., by permitting public food service establishments within the unincorporated areas of Escambia County, Florida to allow patrons' dogs within certain designated outdoor portions of their respective establishments, subject to the provisions of this section.

(b) *Definitions.* Terms used in this section shall have the following meaning:

- (1) *Division* means the Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulation.
- (2) *Outdoor area* means an area adjacent to a public food service establishment that is predominantly free of any physical barrier on all sides and above.
- (3) *Public food service establishment* means any building, vehicle, place, or structure, or any room or division in a building, vehicle, place, or structure, where food is prepared, served, or sold for immediate consumption on or in the vicinity of the premises, as further defined in Chapter 509, F.S., as amended.

(c) *Application and Permit.* To protect the health, safety, and general welfare of the public, a public food service establishment is prohibited from having any dog on its premises unless it possesses a valid permit issued in accordance with this section. In order to implement and enforce the provisions of this section, applications shall include, along with any other such information deemed reasonably necessary by the permitting authority, the following:

- (1) The name, location, mailing address, telephone contact information, and email address of the subject public food service establishment.
- (2) The name, location, mailing address, telephone contact information, and email address of the applicant.
- (3) A diagram and description of the outdoor area to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of other areas

of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information reasonably required by the permitting authority. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.

- (4) A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.
  - (5) The license number issued to the public food service establishment by the Division.
  - (6) Proof that the applicant possesses liability insurance in the minimum amount of twenty-five thousand dollars (\$25,000.00) in the event that a dog bites a staff member, patron, guest or passerby while on the premises.
  - (7) With respect to applicants whose outdoor seating is on a public sidewalk, proof that the restaurant has erected a physical barrier which would prevent pedestrian passersby from having direct contact with any dog on premises.
  - (8) With respect to applicants located adjacent to another public food service establishment, proof that the applicant has provided the neighboring establishment with notification of the applicant's intent to seek a permit under this section.
  - (9) With respect to applicants whose establishments are located on property not owned by the applicant, written authorization from the property owner to obtain the permit.
  - (10) Payment of a nonrefundable application review fee as established by the fee schedule approved by the Board of County Commissioners.
  - (11) Additional conditions as may be imposed by the County as necessary to protect the health, safety, and welfare of the community.
- (d) *Permit renewal.* Permits shall be renewed annually, on or before October 1, by submitting an application and renewal fee as established by the fee schedule approved by the Board of County Commissioners. Permit renewal applications received after October 10 shall incur a late fee established by the fee schedule approved by the Board of County Commissioners.
- (e) *Permit transferability.* A permit issued pursuant to this section shall not be transferred to a subsequent owner upon the sale of a public food service establishment but shall expire automatically upon the sale of the establishment. The subsequent owner shall be required to reapply for a permit pursuant to this section if the subsequent owner wishes to continue to accommodate patrons' dogs.

- (f) *Compliance.* In order to protect the health, safety, and general welfare of the public, and pursuant to ch. 509, F.S., permitted public food service establishments shall comply with the following requirements:
- (1) All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling any dog. Employees shall be prohibited from touching, petting, or otherwise handling any dog while serving food or beverages or handling tableware or before entering any other parts of the public food service establishment.
  - (2) Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at tables in the designated outdoor area.
  - (3) Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.
  - (4) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable and direct control.
  - (5) Dogs shall not be allowed on chairs, tables, or other furnishings.
  - (6) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.
  - (7) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.
  - (8) A sign or signs reminding employees of the applicable rules and requirements shall be posted on the premises in a manner and place as determined by the local permitting authority; provided, however, at least one sign shall be posted in a conspicuous location frequented by employees and shall be not less than eight and one-half inches in width and 11 inches in height and printed in easily legible typeface of not less than 20-point font size.
  - (9) A sign or signs reminding patrons of the applicable rules and requirements shall be prominently posted on premises in a manner and place as determined by the local permitting authority.

- (10) A sign or signs shall be prominently posted in a manner and place as determined by the local permitting authority that places the public on notice that the designated outdoor area is available for the use of patrons and patrons' dogs.
- (11) At least one sign reminding employees of the applicable rules, including those contained in this section, and those additional rules and regulations, if any, included as further conditions of the permit by the county administrator or designee, shall be posted in a conspicuous location frequented by employees within the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and 11 inches in height and printed in easily legible typeface of not less than 20-point font size.
- (12) At least one sign reminding patrons of the applicable rules, including those contained in this section, and those additional rules and regulations, if any, included as further conditions of the permit by the county administrator or designee, shall be posted in a conspicuous location frequented by employees within the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and 11 inches in height and printed in easily legible typeface of not less than 20-point font size.
- (13) At all times while the designated outdoor portion of the public food service establishment is available to patrons and their dogs, at least one sign shall be posted in a conspicuous and public location near the entrance to the designated outdoor portion of the public food service establishment, the purpose of which shall be to place patrons on notice that the designated outdoor portion of the public food service establishment is currently available to patrons accompanied by their dog or dogs. The mandatory sign shall be not less than eight and one-half inches in width and 11 inches in height and printed in easily legible typeface of not less than 20-point font size.
- (14) Dogs shall not be permitted to travel through indoor or non-designated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment must not require entrance into or passage through any indoor or non-designated outdoor portion of the public food service establishment.
- (g) *Complaints.* In accordance with ch. 509, F.S., the development services department shall accept and document citizen complaints related to this section, and shall timely report all complaints and the county's enforcement responses to such complaints to the division.



- (h) *Enforcement.* In cooperation with the division, the county shall monitor permit holders for compliance with this section. A public food service establishment that fails to comply with the provisions of this section or the terms of its permit, including allowing dogs in an unpermitted outdoor dining area, shall be subject to any and all enforcement proceedings consistent with the applicable provisions of the Escambia County Code of Ordinances, Escambia County Land Development Code, and general law.
- (i) *Revocation.* After notice and reasonable time for correction, a permit may be revoked for failure to comply with any of the provisions of this section or any conditions of permit approval, and for failure to maintain any required state or local license.
- (1) Permit revocation may be appealed to the board of adjustment ("BOA"). The decision of the BOA shall constitute final action subject to judicial review.
- (2) A public food service establishment whose permit has been revoked may not reapply for a permit for a period of 12 months from the date of revocation.
- (j) *Documentation.* The local permitting authority shall, on an annual basis, provide the division with a copy of all approved applications and permits issued. All applications, permits, and other related documentation shall contain the appropriate division-issued license number for each public food service establishment.
- (k) *Service animals and law enforcement dogs.* This section does not apply to dogs used as a service animal for blind, hearing impaired, or disabled persons, or to dogs employed in the service of a law enforcement agency.

Sec. 10-11. - Animal control.

- (a) *Generally.* Animals are prohibited from roaming at large on any public or private property without the consent of the owner or lessee unless such animal is specifically excepted as further set out in this section. All animals when not on the premises of the owner or the premises of another who consents thereto shall be under the direct control of a person competent to control such animal at all times or, otherwise, shall be considered an animal nuisance and may be seized, restrained, impounded, and disposed of as provided by this chapter.
- (b) *Public places.* Except as provided in the Escambia County Land Development Code, Chapter 4, Article 7, Section 4-7.16 "Outdoor dog-friendly dining areas." Animals are prohibited from public places in the county such as airports, hotels, restaurants, theaters, public conveyances, grocery stores, or other establishments serving food, beverages or staple foods, and at public gatherings such as outdoor festivals, fairs, etc. Animals so found, whether roaming or on direct control by the owner, may be impounded.
  - (1) It shall be unlawful for the owner of an animal to allow his animal in public places of the county such as school grounds, school bus stops, public parks, beaches, and playgrounds.
  - (2) It shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority, or on that portion of any beach, public or private, lying seaward of the coastal construction setback line for land southward of the right-of-way of State Road 292 or lying seaward of the line of vegetation for land northward of the right-of-way for State Road 292 on the portion of the county known as Perdido Key which is bordered to the west by the Alabama state line, to the south by the waters of the Gulf of Mexico, to the east by the property of the U.S. Government, and to the north by the waters of the Intracoastal Waterway.
  - (3) Provided, however, no animal owner shall be prohibited from permitting his animal within 50 feet of a building which the animal owner owns or leases.

West's Florida Statutes Annotated

Title XXXIII. Regulation of Trade, Commerce, Investments, and Solicitations (Chapters 494-560)

Chapter 509. Lodging and Food Service Establishments; Membership Campgrounds (Refs & Annos)

Part I. Public Lodging and Public Food Service Establishments

West's F.S.A. § 509.233

509.233. Public food service establishment requirements;  
local exemption for dogs in designated outdoor portions

Effective: October 1, 2009  
Currentness

(1) **Local exemption authorized.**—Notwithstanding s. 509.032(7), the governing body of a local government may establish, by ordinance, a local exemption procedure to certain provisions of the Food and Drug Administration Food Code, as currently adopted by the division, in order to allow patrons' dogs within certain designated outdoor portions of public food service establishments.

(2) **Local discretion; codification.**—

(a) The adoption of the local exemption procedure shall be at the sole discretion of the governing body of a participating local government. Nothing in this section shall be construed to require or compel a local governing body to adopt an ordinance pursuant to this section.

(b) Any ordinance adopted pursuant to this section shall provide for codification within the land development code of a participating local government.

(3) **Limitations on exemption; permit requirements.**—

(a) Any local exemption procedure adopted pursuant to this section shall only provide a variance to those portions of the currently adopted Food and Drug Administration Food Code in order to allow patrons' dogs within certain designated outdoor portions of public food service establishments.

(b) In order to protect the health, safety, and general welfare of the public, the local exemption procedure shall require participating public food service establishments to apply for and receive a permit from the governing body of the local government before allowing patrons' dogs on their premises. The local government shall require from the applicant such information as the local government deems reasonably necessary to enforce the provisions of this section, but shall require, at a minimum, the following information:

1. The name, location, and mailing address of the public food service establishment.

2. The name, mailing address, and telephone contact information of the permit applicant.

3. A diagram and description of the outdoor area to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of other areas of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information reasonably required by the permitting authority. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.

4. A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.

(c) In order to protect the health, safety, and general welfare of the public, the local exemption ordinance shall include such regulations and limitations as deemed necessary by the participating local government and shall include, but not be limited to, the following requirements:

1. All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees shall be prohibited from touching, petting, or otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.

2. Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.

3. Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

4. Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control.

5. Dogs shall not be allowed on chairs, tables, or other furnishings.

6. All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.

7. Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.

8. A sign or signs reminding employees of the applicable rules shall be posted on premises in a manner and place as determined by the local permitting authority.

9. A sign or signs reminding patrons of the applicable rules shall be posted on premises in a manner and place as determined by the local permitting authority.

10. A sign or signs shall be posted in a manner and place as determined by the local permitting authority that places the public on notice that the designated outdoor area is available for the use of patrons and patrons' dogs.

11. Dogs shall not be permitted to travel through indoor or nondesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment must not require entrance into or passage through any indoor area of the food establishment.

(d) A permit issued pursuant to this section shall not be transferred to a subsequent owner upon the sale of a public food service establishment but shall expire automatically upon the sale of the establishment. The subsequent owner shall be required to reapply for a permit pursuant to this section if the subsequent owner wishes to continue to accommodate patrons' dogs.

(4) **Powers; enforcement.**—Participating local governments shall have such powers as are reasonably necessary to regulate and enforce the provisions of this section.

(5) **State and local cooperation.**—The division shall provide reasonable assistance to participating local governments in the development of enforcement procedures and regulations, and participating local governments shall monitor permitholders for compliance in cooperation with the division. At a minimum, participating local governments shall establish a procedure to accept, document, and respond to complaints and to timely report to the division all such complaints and the participating local governments' enforcement responses to such complaints. A participating local government shall provide the division with a copy of all approved applications and permits issued, and the participating local government shall require that all applications, permits, and other related materials contain the appropriate division-issued license number for each public food service establishment.

#### Credits

Added by Laws 2006, c. 2006-72, § 3, eff. July 1, 2006. Amended by Laws 2007, c. 2007-5, § 127, eff. July 3, 2007; Laws 2009, c. 2009-195, § 46, eff. Oct. 1, 2009.

West's F. S. A. § 509.233, FL ST § 509.233

Current through the 2016 Second Regular Session of the Twenty-Fourth Legislature.



# 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-11189**

**Clerk & Comptroller's Report 17. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 10/20/2016

**Issue:** TDT Collections Data for the August 2016 Returns Received in September 2016

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

**Organization:** Clerk & Comptroller's Office

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## **Recommendation:**

**Recommendation Concerning Acceptance of TDT Collection Data for the August 2016 Returns Received in September 2016**

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2016 returns received in the month of September 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the twelfth month of collections for the Fiscal Year 2016; total collections for the month of August 2016 returns was \$917,461.48; this is a -3.90% decrease over the August 2015 returns; total collections year to date are 8.63% more than the comparable time frame in Fiscal Year 2015.

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## **Attachments**

**August 2016 TDT Collections**

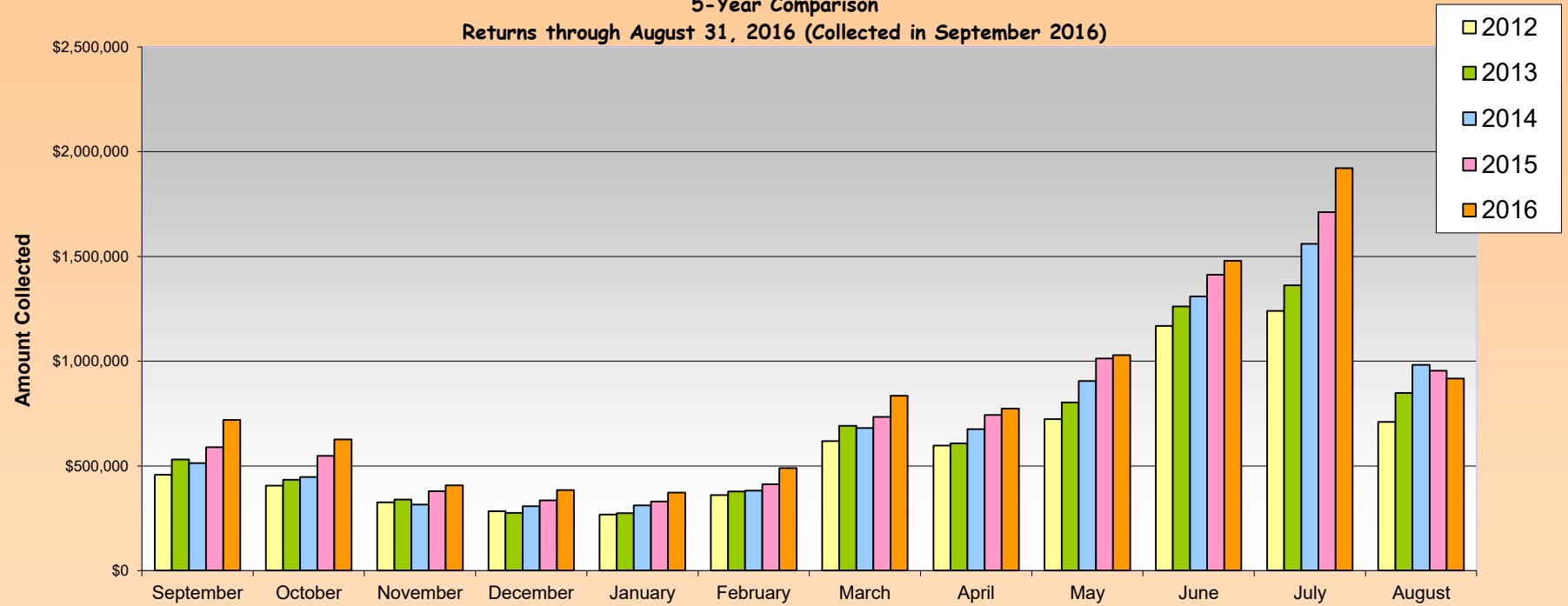
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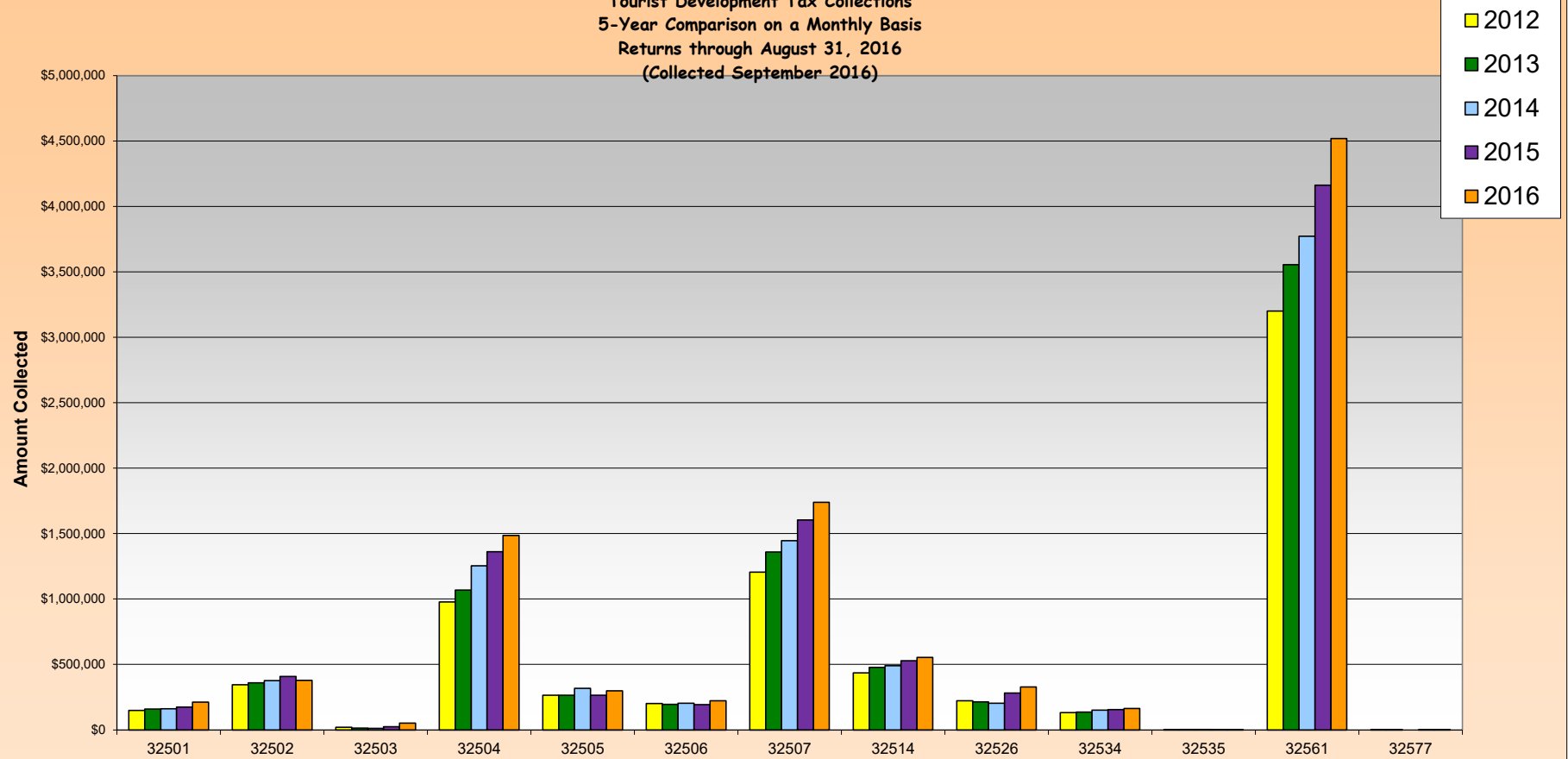
**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**  
**REPORTED IN FISCAL YEAR FORMAT**  
**ESCAMBIA COUNTY FLORIDA**  
**AS OF SEPTEMBER 2016**

Zip Code	Fiscal Year 2016 YTD Collected	Fiscal Year 2015 YTD Collected	Difference	% Change
32501	212,078	174,957	37,121	21%
32502	379,744	407,946	(28,202)	-7%
32503	52,041	23,998	28,043	117%
32504	1,485,581	1,361,975	123,606	9%
32505	299,306	265,612	33,694	13%
32506	222,421	194,143	28,278	15%
32507	1,738,784	1,604,657	134,127	8%
32514	554,360	529,287	25,073	5%
32526	327,824	281,148	46,676	17%
32534	163,303	155,166	8,137	5%
32535	1,673	2,188	(515)	-24%
32561	4,517,739	4,162,129	355,610	9%
32562	-	-	-	0%
32577	50	465	(415)	0%
<b>Total</b>	<b>\$ 9,954,904</b>	<b>\$ 9,163,671</b>	<b>\$ 791,233</b>	<b>9%</b>

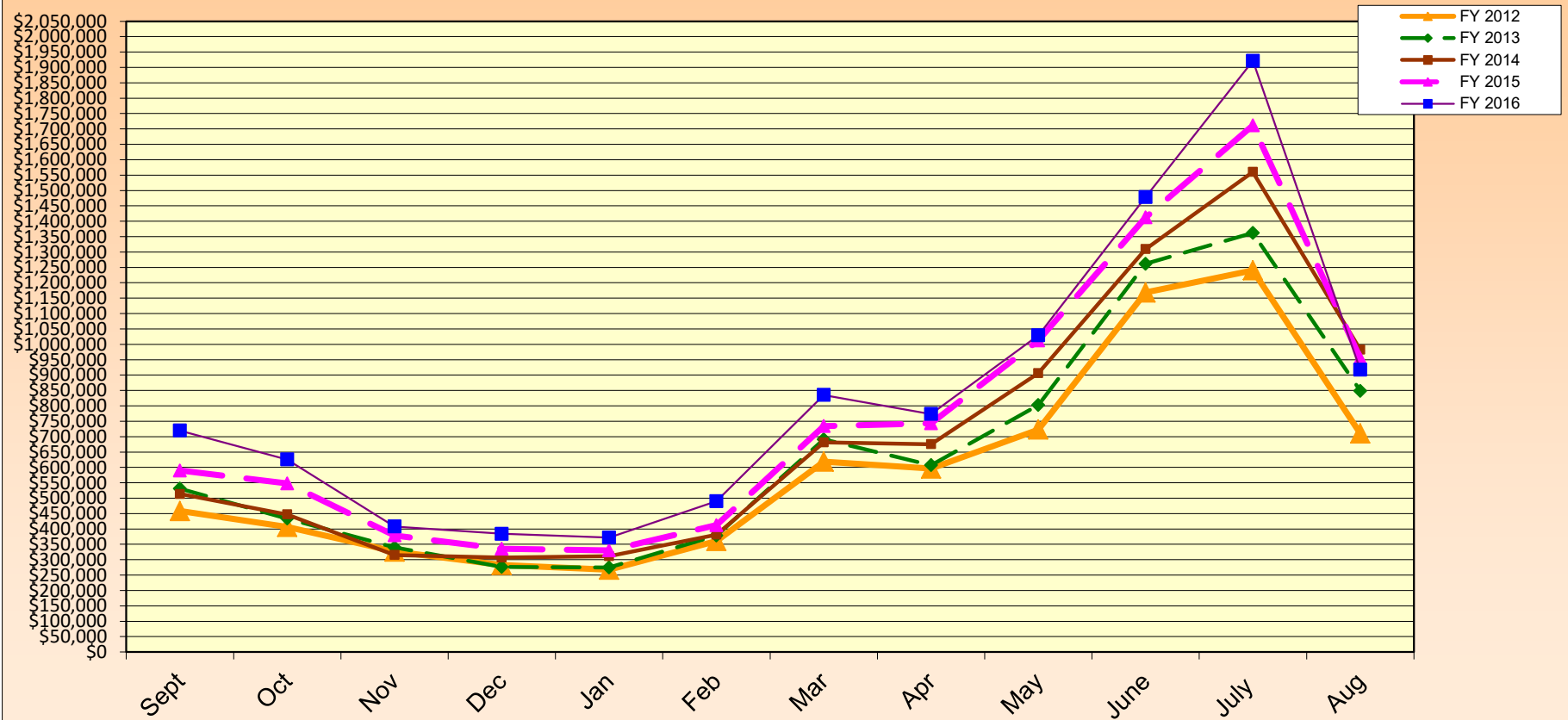
**Tourist Development Tax Collections**  
**5-Year Comparison**  
**Returns through August 31, 2016 (Collected in September 2016)**



Tourist Development Tax Collections  
5-Year Comparison on a Monthly Basis  
Returns through August 31, 2016  
(Collected September 2016)



**TOURIST DEVELOPMENT TAX  
5 YEAR TRENDLINE  
FY 2012 - FY 2016**  
Returns through August 31, 2016 (Collected in September 2016)



**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**  
**ESCAMBIA COUNTY FLORIDA**  
**FISCAL YEAR 2016**  
**AS OF SEPTEMBER 30, 2016**

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
10/15	13,893	2%	28,093	4%	1,582	0%	103,155	14%	23,956	3%
11/15	16,283	3%	31,883	5%	2,371	0%	102,729	16%	17,936	3%
12/15	12,524	3%	21,272	5%	1,996	0%	88,735	22%	12,756	3%
01/16	13,573	4%	20,368	5%	610	0%	83,364	22%	17,085	4%
02/16	13,032	4%	23,607	6%	1,025	0%	84,142	23%	14,337	4%
03/16	13,400	3%	27,976	6%	1,807	0%	101,374	21%	28,180	6%
04/16	17,642	2%	36,335	4%	4,316	1%	136,994	16%	30,208	4%
05/16	17,514	2%	38,337	5%	3,718	0%	135,394	18%	26,196	3%
06/16	20,726	2%	32,731	3%	6,274	1%	158,136	15%	30,108	3%
07/16	24,497	2%	39,917	3%	8,313	1%	167,345	11%	31,515	2%
08/16	29,781	2%	49,433	3%	12,070	1%	202,675	11%	46,645	2%
09/16	19,212	2%	29,791	3%	7,959	1%	121,539	13%	20,383	2%
<b>Total</b>	<b>\$ 212,078</b>	<b>2%</b>	<b>\$ 379,744</b>	<b>4%</b>	<b>\$ 52,041</b>	<b>1%</b>	<b>\$ 1,485,581</b>	<b>15%</b>	<b>\$ 299,306</b>	<b>3%</b>

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
10/15	14,444	2%	118,368	16%	39,504	5%	22,563	3%	9,820	1%
11/15	13,073	2%	93,637	15%	38,664	6%	24,477	4%	11,627	2%
12/15	12,924	3%	41,978	10%	33,837	8%	21,065	5%	9,397	2%
01/16	10,738	3%	36,999	10%	34,083	9%	22,108	6%	9,416	2%
02/16	12,462	3%	46,390	12%	35,263	9%	19,997	5%	9,137	2%
03/16	15,117	3%	61,478	13%	38,016	8%	21,107	4%	12,049	2%
04/16	21,604	3%	125,695	15%	49,429	6%	27,812	3%	13,771	2%
05/16	19,370	3%	109,122	14%	49,965	6%	27,574	4%	15,294	2%
06/16	22,134	2%	168,441	16%	54,150	5%	31,565	3%	17,056	2%
07/16	28,784	2%	337,246	23%	58,513	4%	36,624	2%	18,710	1%
08/16	36,611	2%	431,928	22%	74,062	4%	45,617	2%	24,578	1%
09/16	15,161	2%	167,501	18%	48,875	5%	27,317	3%	12,449	1%
<b>Total</b>	<b>\$ 222,421</b>	<b>2%</b>	<b>\$ 1,738,784</b>	<b>17%</b>	<b>\$ 554,360</b>	<b>6%</b>	<b>\$ 327,824</b>	<b>3%</b>	<b>\$ 163,303</b>	<b>2%</b>

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/15	115	0%	344,150	48%	-	0%	50	0%	719,689	100%
11/15	-	0%	273,123	44%	-	0%		0%	625,801	100%
12/15	310	0%	150,864	37%	-	0%		0%	407,658	100%
01/16	83	0%	135,746	35%	-	0%		0%	384,174	100%
02/16	120	0%	112,686	30%	-	0%		0%	372,197	100%
03/16	124	0%	169,342	35%	-	0%		0%	489,969	100%
04/16	118	0%	371,503	44%	-	0%		0%	835,430	100%
05/16	122	0%	330,868	43%		0%		0%	773,474	100%
06/16	215	0%	487,471	47%	-	0%		0%	1,029,008	100%
07/16	215	0%	727,042	49%	-	0%	-	0%	1,478,722	100%
08/16	130	0%	967,791	50%	-	0%	-	0%	1,921,321	100%
09/16	121	0%	447,154	49%	-	0%		0%	917,462	100%
Total	\$ 1,673	0%	\$ 4,517,739	45%	\$ -	0%	\$ 50	0%	\$ 9,954,904	100%

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**  
**ESCAMBIA COUNTY FLORIDA**  
**FISCAL YEAR 2015**  
**AS OF SEPTEMBER 30, 2015**

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
10/14	12,080	2%	28,345	5%	1,001	0%	90,113	15%	17,610	3%
11/14	11,576	2%	28,797	5%	1,508	0%	91,522	17%	19,570	4%
12/14	10,149	3%	23,205	6%	1,947	1%	85,208	22%	12,546	3%
01/15	8,965	3%	19,469	6%	1,080	0%	76,865	23%	14,358	4%
02/15	9,315	3%	20,156	6%	1,559	0%	78,723	24%	11,946	4%
03/15	10,927	3%	25,024	6%	1,737	0%	90,663	22%	15,462	4%
04/15	15,383	2%	37,903	5%	2,281	0%	129,751	18%	24,175	3%
05/15	14,931	2%	41,734	6%	2,716	0%	119,958	16%	26,063	4%
06/15	18,273	2%	46,321	5%	2,944	0%	142,031	14%	30,202	3%
07/15	19,902	1%	47,866	3%	3,244	0%	152,398	11%	37,190	3%
08/15	24,866	1%	54,427	3%	2,213	0%	187,162	11%	37,927	2%
09/15	18,588	2%	34,699	4%	1,768	0%	117,581	12%	18,565	2%
<b>Total</b>	<b>\$ 174,957</b>	<b>2%</b>	<b>\$ 407,946</b>	<b>4%</b>	<b>\$ 23,998</b>	<b>0%</b>	<b>\$ 1,361,975</b>	<b>15%</b>	<b>\$ 265,612</b>	<b>3%</b>

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
10/14	13,395	2%	91,990	16%	34,533	6%	13,979	2%	10,808	2%
11/14	14,690	3%	75,255	14%	36,155	7%	14,417	3%	10,733	2%
12/14	12,374	3%	38,152	10%	31,823	8%	14,508	4%	9,370	2%
01/15	7,525	2%	31,711	9%	31,878	9%	9,581	3%	9,763	3%
02/15	10,575	3%	41,776	13%	31,056	9%	22,378	7%	9,109	3%
03/15	13,079	3%	58,292	14%	32,364	8%	16,867	4%	10,206	2%
04/15	21,703	3%	109,369	15%	47,807	7%	27,868	4%	13,465	2%
05/15	14,668	2%	108,011	15%	49,305	7%	27,070	4%	13,915	2%
06/15	21,474	2%	159,019	16%	55,183	5%	30,882	3%	14,862	1%
07/15	21,799	2%	326,639	23%	60,455	4%	34,694	2%	17,244	1%
08/15	25,838	2%	377,905	22%	72,212	4%	42,487	2%	22,924	1%
09/15	17,022	2%	186,537	20%	46,517	5%	26,418	3%	12,766	1%
<b>Total</b>	<b>\$ 194,143</b>	<b>2%</b>	<b>\$ 1,604,657</b>	<b>18%</b>	<b>\$ 529,287</b>	<b>6%</b>	<b>\$ 281,148</b>	<b>3%</b>	<b>\$ 155,166</b>	<b>2%</b>

	Zip Code									
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
Month of Collection									Total Month	% OF Total
10/14	124	0%	275,714	47%	-	0%	-	0%	589,692	100%
11/14	213	0%	243,219	44%	-	0%	415	0%	548,070	100%
12/14	104	0%	139,616	37%	-	0%	-	0%	379,004	100%
01/15	102	0%	124,512	37%	-	0%	-	0%	335,806	100%
02/15	111	0%	93,287	28%	-	0%	-	0%	329,991	100%
03/15	104	0%	137,546	33%	-	0%	-	0%	412,272	100%
04/15	163	0%	304,391	41%	-	0%	-	0%	734,260	100%
05/15	316	0%	324,801	44%	-	0%	-	0%	743,489	100%
06/15	651	0%	490,812	48%	-	0%	50	0%	1,012,703	100%
07/15	138	0%	690,712	49%	-	0%	-	0%	1,412,281	100%
08/15	105	0%	863,353	50%	-	0%	-	0%	1,711,419	100%
09/15	55	0%	474,168	50%	-	0%	-	0%	954,684	100%
Total	\$ 2,188	0%	\$ 4,162,129	45%	\$ -	0%	\$ 465	0%	\$ 9,163,671	100%



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

		<b>THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016</b>									
Month Of	For The										
Collection	Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209	\$442,268	\$539,766
NOV	OCT	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351
DEC	NOV	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743
JAN	DEC	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130
FEB	JAN	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148
MAR	FEB	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477
APR	MAR	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572
MAY	APR	315,555	303,720	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106
JUN	MAY	387,614	474,863	387,513	417,285	510,038	542,048	601,927	679,428	759,528	771,756
JUL	JUN	590,236	605,739	598,667	510,928	708,757	876,396	946,229	982,133	1,059,211	1,109,041
AUG	JUL	655,699	687,552	714,120	535,005	871,107	930,410	1,021,761	1,170,208	1,283,566	1,440,991
SEP	AUG	416,454	422,501	407,425	361,349	494,298	532,823	636,509	736,893	716,012	688,096
TOTAL		\$3,948,415	\$4,143,120	\$3,998,998	\$3,779,607	\$4,850,526	\$5,369,323	\$5,855,500	\$6,293,313	\$6,872,753	\$7,466,178

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016									
Month Of Collection	For The Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403	\$147,425	\$179,922
NOV	OCT	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450
DEC	NOV	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914
JAN	DEC	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043
FEB	JAN	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049
MAR	FEB	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492
APR	MAR	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857
MAY	APR	105,185	101,240	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369
JUN	MAY	129,205	158,288	129,171	139,095	170,013	180,683	200,642	226,476	253,176	257,252
JUL	JUN	196,745	201,913	199,556	170,309	236,252	292,132	315,410	327,378	353,070	369,680
AUG	JUL	218,566	229,184	238,040	178,335	290,369	310,137	340,587	390,069	427,855	480,330
SEP	AUG	138,818	140,834	135,808	120,450	164,766	177,608	212,170	245,631	238,671	229,365
TOTAL		\$1,316,138	\$1,381,040	\$1,332,999	\$1,259,869	\$1,616,842	\$1,789,774	\$1,951,833	\$2,097,771	\$2,290,918	\$2,488,726



# 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-11191

Clerk & Comptroller's Report 17. 2.

BCC Regular Meeting

Consent

Meeting Date: 10/20/2016

Issue: Acceptance of Documents

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

Organization: Clerk & Comptroller's Office

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## **Recommendation:**

Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. The *Multi-Year Joint Participation Agreement, Notification of Funding*, between Escambia County and the Florida Department of Transportation (FDOT), for Section 5311 Non-Urbanized Area Formula Program funding, Project Number 4213682 84 35, Contract #ARL62, based on the Board's action of August 21, 2014, approving the Joint Participation Agreement (JPA) providing for FDOT participation of Fiscal Year 2014-2015 funding for Escambia County Area Transit, and authorizing the Chairman to sign all required documents pertaining to the JPA, without further action of the Board; and

B. The *Notice of Grant Award FFY2015/FL-16-x015-02, Section 5310 Seniors and Individuals with Disabilities Capital Assistance Program*, between Escambia County and the Florida Department of Transportation (FDOT), based on the Board's action of December 11, 2016, authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964, and authorizing the Chairman to sign all documents required pertaining to acceptance of Grant funds, without further action of the Board.

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## **Attachments**

20140821 CAR II-25 JPA Notification of Funding

20141211 CAR II-25 Notice of Grant Award

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-37. Approval of Various Consent Agenda Items – Continued

25. Taking the following action concerning State of Florida Department of Transportation Public Transportation Joint Participation Agreement (JPA), Financial Project Number 4213682 84, providing Fiscal Year 2014-2015 Section 5311 Non-Urbanized Area Formula Program Grant funding to Escambia County Area Transit (ECAT) (Funding: there will be no additional costs to the County as a result of this action; projects funded by this JPA are included in the Fiscal Year 2014-2015 Budget):
  - A. Approving the JPA, Financial Project Number 4213682 84, providing for Florida Department of Transportation participation, in the amount of \$158,258, of Fiscal Year 2014-2015 funding to ECAT;
  - B. Adopting the Resolution (*R2014-92*) authorizing the application and acceptance of these funds; and
  - C. Authorizing the Chairman to execute the Resolution, JPA, and all other required documents pertaining to this JPA without further action of the Board.
26. Taking the following action concerning a Memorandum of Agreement (MOA) regarding payment information for the Signalization Project at State Road (SR) 95/US 29 (Highway 29) and State Road (SR) 97 (Highway 97) (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107, Object Code 56301, Project #14EN3015):
  - A. Approving, and authorizing the Chairman to sign, the *Memorandum of Agreement (Project #220876-8-52-33)* regarding payment information for the Signalization Project at SR 95/US 29 (Highway 29) and SR 97 (Highway 97); and
  - B. Authorizing staff to sign any additional documents associated with this MOA and the construction costs related to this intersection and signal.

8/21/2014 CAR II-25

Centennial

1915 ★ 2015

**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

**MULTI-YEAR JOINT PARTICIPATION AGREEMENT  
NOTIFICATION OF FUNDING**

In accordance with the terms of the Joint Participation Agreement between  
**Escambia County.**

and the **Florida Department of Transportation**, Section 5311 Non-Urbanized  
Area Formula Program **FFY 15 FL-18-X035**

Identified by project number **4213682 84 35**, Contract #**ARL62**

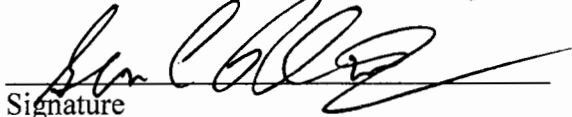
The Department will encumber **\$233,253**

For use during the fiscal year ending 9/30/2016

*Except as hereby modified, amended or changed, all other terms of said Agreement dated  
9/22/2014 and any subsequent supplements shall remain in full force and effect.*

**Acceptance of Grant Award:**

(To be completed and signed by the recipient's authorized representative and returned to the FDOT  
District Office along with the authorizing resolution.)

  
Signature

**Grover C. Robinson, IV, Chairman**

~~Steven Barry, Chairman~~

Printed Name and Title

ATTEST: Pam Childers  
Clerk of the Circuit Court

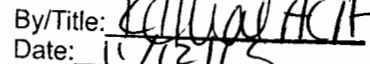
By:   
Deputy Clerk

Board of County Commissioners, Escambia County, Florida

Agency

Date

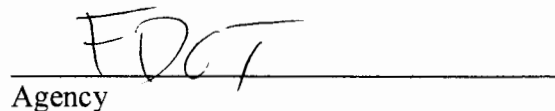
Approved as to form and legal  
sufficiency.

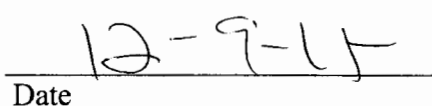
By/Title:   
Date: 11/12/15

**Florida Department of Transportation**

  
Signature

  
Printer Name and Title

  
Agency

  
Date

Not Agenda Backup  
11/18/2015 S. Carver

Date Executed  
11/17/2015

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

25. Taking the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5310 funding and (Federal Transit Administration [FTA]) urbanized area funding, to be used by Escambia County for the purchase of six ADA Buses; there are currently 25 vehicles in the fleet; FDOT recommends that paratransit vehicles be replaced at five years and/or 200,000 miles; Escambia County Area Transit (ECAT) has four buses in need of replacement due to high mileage and wear; an increase in the spare ratio is also needed to ensure the County has adequate vehicles in the case of maintenance and/or repair; this purchase will bring almost all of the fleet up to new; a future capital replacement plan has been established, and this application serves as part of that plan, allowing ECAT to add rolling stock and to begin replacing vehicles as the Grant money is available; upon approval by the Board of County Commissioners, this proposed Program of Projects, including any Amendments, becomes the final Program of Projects (Funding: these funds will be included in the ECAT Fiscal Year 2015/2016 Budget):
  - A. Adopting the Resolution (*R2014-156*) authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and
  - B. Authorizing the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.
26. Approving the *Second Amendment to the Operations and Maintenance Agreement* between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending Attachment "A," Cost Estimate, included as part of Exhibit "A" to the Operations and Maintenance Agreement, increasing the Base Operations and Maintenance (O&M) Fee 5%, in the amount of \$3,049, as provided via Exhibit "A," "Annual Payment Review" (Funding: Fund 401, Solid Waste, Cost Center 230308, Object Code 53401).



12/11/2014 CAL II-25

Centennial

1915 • 2015

**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

**NOTICE OF GRANT AWARD FFY2015/FL-16-X015-02  
SECTION 5310 SENIORS AND INDIVIDUALS WITH DISABILITIES CAPITAL  
ASSISTANCE PROGRAM**

Congratulations, based on your application for federal assistance under the Federal Transit Administration's Section 5310 Program, the Florida Department of Transportation (Department) hereby makes the following federal grant award to:

Name of Entity:	Escambia County
Address:	221 Palatka Place, Pensacola, FL 32502
FEIN:	59-6000598
DUNS:	075079673
Entity's Fiscal Period (Start/End Date):	Oct 1 – Sep 30
FM#:	4352103-93-12
Federal Award Identification Number (FAIN):	FL-16-X015-02

Below are the *estimated*, not actual, project costs of your federal award:

Capital Item Description	Estimated Total Cost	Estimated Federal Share 80%	Estimated State Share 10%	Estimated Local Share 10%
3 ea Bus Under 30' w/lift	\$232,448	\$185,958	\$23,245	\$23,245

**Florida Department of Transportation**

Award Approved by:



Date:

12-7-15

Name and Title: Kathy Rudd, Public Transit Program Specialist

**The Department will purchase all vehicles and equipment awarded** to successful applicants according to the Department's ***Guidelines for Acquiring Vehicles***. Your agency will be responsible to provide a 10% local match towards the total project cost. If actual costs are greater than the estimated total cost, it will be the responsibility of your agency to provide the difference. If actual costs are less than the estimated total cost, the difference will remain in the Department's general program fund and will be used to advance any remaining grant requests.

Please contact the FDOT Contractor, Lazara Stinnette, at 813-974-0695 or [lstinnette@cutr.usf.edu](mailto:lstinnette@cutr.usf.edu) to arrange purchase of the above items. See FDOT Section 5310 725-030-010-i page 10  
<http://fdotewp2.dot.state.fl.us/ProceduresInformationManagementSystemIntranet/Procedures/ViewStaticDocument?topicNum=725-030-010>

11/18/2015 J. Carver

The value of this federal award for a passenger vehicle(s) and/or equipment should be considered noncash assistance. As a subrecipient of this federal award your Agency may be subject to the single audit requirements established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

**Exhibit 1** and **Exhibit 2** to this Notice Of Grant Award provide the required federal award identification and information needed to comply with the single audit requirements. When determining amounts of federal awards expended in a fiscal year your Agency must consider all sources of federal awards, including noncash contributions.

## ACCEPTANCE OF GRANT AWARD

(To be completed and signed by the person authorized to accept Grant Awards. Please return to FDOT District Office Project Manager).

**The undersigned accepts the above described award and:**

X a. Reaffirms its assurances to FTA and FDOT as stated in Exhibits E, G, H and I of its application.

X b. Requests purchase of the vehicles/equipment in January month / 2016 year.

Agency: Board of County Commissioners, Escambia County, Florida

Accepted by: 

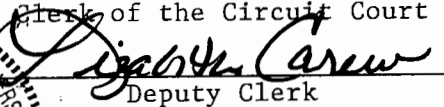
Date: 11/17/2015

Printed Name and Title: ~~Steven Barry, Chairman~~ Grover C. Robinson, IV, Chairman

Agency vendor number as registered in My Florida Marketplace: F596000598007

ATTEST: Pam Childers  
Clerk of the Circuit Court



  
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: 

Date: 11/12/15

# EXHIBIT 1

## *Federal Financial Assistance*

### **FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.513  
**CFDA Title:** Enhanced Mobility of Seniors and Individuals with Disabilities  
**CFDA Program Site:** [www.cfda.gov](http://www.cfda.gov)  
**Awarding Agency:** Florida Department of Transportation  
**Award Amount:** *\*refer to the Vehicle/Equipment delivery notice package for actual purchase price\**  
**Research & Development:** Not Applicable  
**Indirect Cost Rate:** Not Applicable

### **FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

OMB Circular A-133 Compliance Supplement  
[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

### **FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*  
[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations*  
[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

49 USC 5310: Formula Grants for the Enhanced Mobility of Seniors and Individuals With Disabilities  
<http://uscode.house.gov/browse.xhtml>

FTA Circular 9070.1G: Enhanced Mobility of Seniors and Individuals With Disabilities Program Guidance and Application Instructions  
[www.fta.dot.gov/legislation\\_law/12349.html](http://www.fta.dot.gov/legislation_law/12349.html)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrs.gov](http://www.fsrs.gov)

# EXHIBIT 2

## *Single Audit Requirements*

The administration of resources awarded through the Florida Department of Transportation (Department) to the Subrecipient may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Subrecipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Award. By accepting this Award, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b. The Subrecipient, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded through the Department, is subject to the following requirements:
  - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit 1** to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided as noncash assistance through the Department by this Award. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- iii. In the event the Subrecipient expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient's audit period for each applicable audit year.
- iv. The Subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Award. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Upon receipt, and within six months, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Award. If the Subrecipient fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- c. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.



# 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-11190**

**Clerk & Comptroller's Report 17. 3.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 10/20/2016

**Issue:** Minutes and Reports

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

**Organization:** Clerk & Comptroller's Office

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## **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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 6, 2016; and

B. Approve the Minutes of the Regular Board Meeting held October 6, 2016.

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## **Attachments**

20161006 Agenda Work Session

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD OCTOBER 6, 2016  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:04 a.m. – 12:22 p.m.)

Present: Commissioner Grover C. Robinson IV, Chairman, District 4  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Steven L. Barry, District 5  
Commissioner Lumon J. May, District 3  
Commissioner Douglas B. Underhill, District 2  
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller  
Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Susan Woolf, General Counsel to the Clerk  
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the October 6, 2016, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda, and County Attorney Rogers reviewed the Written Communication Item;
  - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report;
  - E. County Attorney Rogers reviewed the County Attorney's Report; and
  - F. Commissioner Barry provided a draft Ordinance regarding expired licenses for contractors operating in Escambia County and advised that he will be adding a recommendation to the agenda to schedule a Public Hearing.

**ORDINANCE NUMBER 2016-\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, DIVISION 3, SECTION 18-80 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING FOR AN EXPIRED LICENSE HOLDER TO PETITION THE CONTRACTOR COMPETENCY BOARD AT A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING REINSTATEMENT OF HIS LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 18, Article II of the Escambia County Code of Ordinances establishes the Escambia County Contractor Competency Board and vests the Competency Board with certain duties related to the licensing of contractors in Escambia County; and

**WHEREAS**, the Board of County Commissioners finds this amendment will result in a more efficient and expeditious licensing program for contractors operating in Escambia County.

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

**SECTION 1.**

Chapter 18, Article II, Division 2, Section 18-80 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 18-80. Certificate termination.**

(a) *Expiration of certificates of competency.* Certificates of competency issued prior to March 1, 2011, shall expire on the birthdate of the license holder. Certificates of competency issued on or after March 1, 2011, shall expire one calendar year (365 calendar days) after issuance.

(1) Failure to renew certificates of competency during the month of the expiration date shall cause such certificates to become invalid and it is unlawful thereafter for any person to engage or offer to engage, or hold himself or herself out as engaged in, contracting under the certificate unless such certificate is restored or reissued.

(2) A certificate which is invalid because of failure to timely renew shall be automatically restored if the application for renewal and payment of the proper renewal

fee are made within 90 days after the expiration date. The renewal fee for restoration within this time period shall be equal to the current application fee plus the required renewal fee set by resolution of the board of county commissioners pursuant to section 18-82.

(3) ~~A certificate or registration of competency~~ which is inoperative because of failure to renew after ninety (90) days of the expiration date, but within three (3) years of the expiration date, shall be restored ~~on~~ upon payment of the current application fee, a late fee in the amount of \$200.00, ~~plus payment of~~ and the total amount of renewal fees for all unpaid annual renewal periods, and ~~required~~ submittal of all documentation required to bring the certificate current.

(4) ~~Failure of license holder to~~ A certificate of competency which is inoperative because of failure to renew by license holder within after three years after ~~from~~ the expiration of his or her license date shall result in it being be revoked by operation of law. Thereafter, except as provided below, reexamination will be required for any such person.

(5) The holder of a certificate of competency revoked by operation of law for failure to renew after three years from the expiration date may petition the Contractor Competency Board for a public hearing to determine whether sufficient cause exists for restoring the certificate without re-examination. In such determination, the Contractor Competency Board shall consider the following factors:

(i) The nature, scope, and continuity of construction work performed in the petitioner's area of certification during the period of revocation.

(ii) The extent to which the petitioner has remained current with the State's continuing education requirements.

(iii) Whether the cause for petitioner's failure to remain current with licensing requirements was of an exceptional nature.

(iv) Any other factor determined by the Contractor Competency Board to bear significantly on the petitioner's restoration.

Any license holder whose certificate of competency is restored pursuant to this section shall submit all documentation required to bring the certificate current and shall pay an amount equal to the current application fee, a late fee in the amount of \$200.00, and the total amount of fees to have been registered as inactive for the entire period since revocation. Decisions of the Contractor Competency Board may be appealed to the Board of County Commissioners.

(b) *Inactive registration:*

(1) A person who holds a valid certificate of competency from the contractor competency board may go on inactive status during which time he or she shall not engage in contracting. Inactive contractors shall pay an inactive status fee established pursuant to resolution of the board of county commissioners, in accordance with section 18-82.

(2) Any employee of a public agency within the county who holds a current registration or certification with state construction industry licensing board, and who by reason of his or her current employment with such public agency, is prohibited from being actively engaged in contracting because to do so would place him or her in a conflict of interest, will, be issued a certificate from the contractor competency board and be placed on inactive status without further cost to him or her until such time as he or she is not in a position of conflict. Upon termination of his or her conflicting public employment, he or she will become an active or inactive contractor upon payment of the current renewal fee.

**Section 3. 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 4. 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 Section 125.68, Fla. Stat. (2016); and that the sections, subsections and other provisions 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 5.    Effective Date.**

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

DONE AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

(Seal)

Enacted:  
Filed with Department of State:  
Effective:



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11176

Growth Management Report 17. 1.

BCC Regular Meeting

Consent

Meeting Date: 10/20/2016

Issue: Schedule of a Public Hearing

From: Horace Jones, Director

Organization: Development Services

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### **RECOMMENDATION:**

#### **Recommendation Concerning the Scheduling of Public Hearing**

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

**November 3, 2016**

5:51 - A Public Hearing - Operational Permit: Resource Extraction Facility- Black Gold Borrow Pit

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### **Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11158

County Administrator's Report 17. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2016

Issue: Criminal Justice User Agreement

From: Chip Simmons, Assistant County Administrator

Organization: Asst County Administrator - Simmons

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Criminal Justice User Agreement - Chip Simmons, Assistant County Administrator

That the Board take the following action regarding the Criminal Justice User Agreement:

- A. Approve the Criminal Justice User Agreement between Escambia County Corrections and the Florida Department of Law Enforcement (FDLE); and
- B. Authorize Assistant County Administrator Chip Simmons to execute the Criminal Justice User Agreement and all related documents without further action of the Board.

### **BACKGROUND:**

The Florida Department of Law Enforcement (FDLE) operates and regulates the Florida Criminal Justice Network (CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies and the Florida Crime Information Center (FCIC) for the exchange of information relating to crimes, criminals, and criminal activity. The FDLE also serves as Florida's Criminal Justice Information Services Systems Agency for the interstate transmission of Criminal Justice Information (CJI) to and from agencies in Florida and throughout the United States.

The Criminal Justice User Agreement sets forth the terms and conditions whereby Escambia County Corrections may have access to intrastate and interstate CJI systems provided by the FDLE through the CJNet and other systems accessed via the CJNet.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual approved the Agreement as to form and legal sufficiency.

**PERSONNEL:**

Escambia County Corrections will administer the Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Escambia County Corrections staff will coordinate with the FDLE for the administration of the Agreement.

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**Attachments**

Criminal Justice User Agreement

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# CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Escambia County Corrections,

with headquarters at

2935 N. "L" Street, Pensacola Florida 32501,

with the primary ORI of: FL017133C, (hereinafter referred to as the User).

Whereas, FDLE is authorized by law to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by law to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Online (hereinafter LEO), the FBI's National Data Exchange (hereinafter NDEx) and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the interstate transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the continental United States, Alaska, Hawaii, U.S. Virgin Islands, Canada and Puerto Rico;

Whereas, the FDLE Director of Criminal Justice Information Services is recognized by the FBI as the CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the User requires access to intrastate and interstate CJI systems provided by FDLE through the CJNet in order to effectively discharge its public duties;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the information services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems. FDLE retains full control over the management and operation of CJNet and FCIC.

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement is designed for criminal justice agencies within Florida that have either direct or indirect access to FCIC/CJNet. If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

## SECTION I FCIC/NCIC/CJNET FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure access to the criminal justice information services provided on CJNet and adhere to the following:

1. Serve as the CSA for the State of Florida and provide the User with access to CJI as is available in the FCIC/NCIC and III systems and NLETS through CJNet, and to serve as the means of exchanging CJI between the User and other criminal justice agencies on CJNet.
2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.
3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All references herein to policies, operating procedures, operating instructions, operating manuals and technical memoranda with which adherence is required may be found on the CJNet CJIS Resource Center web page.
4. Provide state criminal history record check services for non-criminal justice purposes as provided by law.
5. Act as the central state repository; provide identification, record keeping, and exchange of Criminal History Record Information (CHRI) services.
6. Facilitate access, using CJNet, to other information applications or systems that the User may be authorized to access.

## SECTION II FCIC/NCIC/CJNET USER REQUIREMENTS

By accepting access as set forth above, the User agrees to adhere to the following to ensure continuation of access:

1. **USE OF THE SYSTEM: Use of the CJNet and any system accessed via the CJNet is restricted to the administration of criminal justice or as otherwise specifically authorized or required by statute.** Information obtained from the FCIC/NCIC files, or computer interfaces to other state or federal systems, by means of access granted through CJNet, can only be used for authorized purposes in compliance with FCIC/NCIC and III rules, regulations and operating procedures, and state and federal law. It is the responsibility of the User to ensure access to CJNet is for authorized purposes only, and to regulate proper use of the

network and information at all times. The User shall establish appropriate written standards, which may be incorporated with existing codes of conduct, for disciplining violators of this and any incorporated policy. Accessing information and systems provided via CJNet for other than authorized purposes is deemed misuse. The User shall notify the CSO of any sustained/confirmed cases of misuse by using the CJS Systems Misuse Reporting Form found on the CJNet CJIS Resource Center web page. In cases of sustained/confirmed misuse, the User shall identify disciplinary actions and the corrective actions taken to prevent future incidents. FDLE reserves the right to deny CJI access to individuals who have sustained cases of misuse.

- 1.1 If the User provides an interface between FDLE and other criminal justice agencies, the serviced agency(ies) shall abide by all of the provisions of this agreement. Serviced agencies that access CJNet, FCIC/NCIC and/or related applications by interfacing through the User shall, likewise, abide by all provisions of this agreement. Additionally, the User and the serviced agency shall enter into an interagency agreement when access to CJNet/FCIC/NCIC is provided by the User to a serviced agency.
- 1.2 **MESSAGES:** Only law enforcement and other criminal justice messages shall be sent over and through the CJNet and FCIC/NCIC. All messages shall be treated as privileged unless otherwise indicated. The User should be prudent in use of regional and statewide broadcast message requests. All messages shall use plain English language in the message.
- 1.3 **COMPLIANCE:** The User shall access FCIC/NCIC and other CJNet applications in strict compliance with applicable CJNet, FCIC, NCIC, III and Nlets policies including, but not limited to, policies, practices and procedures relating to:
  - 1.3.1 **TIMELINESS:** FCIC/NCIC records shall be entered, modified, located, cleared, and canceled promptly in order to ensure system accuracy and effectiveness. If the User performs FCIC/NCIC updates for other agencies, the User shall comply with timeliness requirements for the records entered for the serviced agencies as well.
  - 1.3.2 **HOT FILE ENTRIES:** In order to make entries into the FCIC/NCIC hot files, the User shall have personnel dedicated to maintain a 24-hour, seven-day a week FCIC/NCIC operation.
    - 1.3.2.1 If the User enters records into FCIC/NCIC for another agency, the User shall execute an interagency agreement with each serviced agency outlining each agency's responsibilities.

- 1.3.2.2 Adult Warrants, Missing Persons and all property records of the FCIC Hot File records, entered by state and local agencies, will be made available to the public on the Internet via the FCIC Public Access System (PAS), unless explicitly flagged by the User for exclusion.
- 1.3.3 **QUALITY ASSURANCE:** Appropriate and reasonable quality assurance procedures shall be in place, including second party verification during entry, to ensure all entries in FCIC/NCIC are complete, accurate, and valid.
- 1.3.4 **VALIDATION:** The User shall validate all records that the User has entered into the system for accuracy and retention. To be in compliance with FCIC/NCIC rules, regulations and operating procedures, the User shall ensure each record is modified to confirm the successful validation of each record on file in FCIC/NCIC. Failure to modify a record to indicate validation may result in its removal from the file. The User shall develop its own written validation procedures specifying the steps taken by the User to complete record validation.
- 1.3.5 **HIT CONFIRMATION:** The User shall comply with FCIC/NCIC rules, regulations and operating procedures by responding to the hit confirmations in a timely manner (within ten minutes or one-hour depending on priority).
- 1.3.6 **DISSEMINATION:** Information obtained from the FCIC/NCIC hot files, CJNet or computer interfaces to other state or federal systems, by means of access granted pursuant to Section 943.0525, F.S., shall only be used for the administration of criminal justice.
  - 1.3.6.1 Upon receipt of a public record request for CJI, the User shall confer with FDLE regarding the appropriate response. It is the responsibility of the User to ensure that access to the CJNet is for authorized criminal justice purposes only, and to regulate proper access to and use of the network and information at all times.
  - 1.3.6.2 The User will disseminate CHRI obtained or derived from federal records or systems only to criminal justice agencies and only for the administration of criminal justice. The administration of criminal justice includes criminal justice employment screening.
  - 1.3.6.3 The User, if functioning in the capacity of a pretrial release program or providing CHRI for a pretrial release program, may disseminate Florida public record information only, in compliance with Section 907.043 (3),



F.S., which requires “[e]ach pretrial release program [to] prepare a register displaying information that is relevant to the defendants released through such a program.”

The authority to disseminate information for this purpose shall be restricted to county probation services offices and those criminal justice entities providing the probation offices with information obtained via the FCIC message switch for the administration of criminal justice.

- 1.3.7 RETENTION:** CHRI which the User maintains, whether retrieved from III or Florida’s criminal history record system, shall be kept in a secure records environment to prevent unauthorized access. Retention of CHRI is governed by the record retention schedule for law enforcement published by the Florida Department of State, GS2.

**1.3.7.1** Retention of criminal history records, whether retrieved from III or the state system, for extended periods may be appropriate when the time sensitivity of the specific record is important.

**1.3.7.2** When, in the sound judgment of the User, retention of criminal history records, whether retrieved from III or the state system, is no longer required, final disposition will be accomplished in a secure manner in compliance with state law, FCIC/NCIC and III rules, regulations and operating procedures to preclude unauthorized access.

**1.3.7.3** Because CHRI may become outdated at any time, a current criminal history record check should be performed whenever CHRI is used or relied upon by the User. Entry or retention of criminal history records in a separate or local database would be inconsistent with this principle, and is therefore discouraged. The retention of criminal history records, whether retrieved from III or the state system, in a secondary (non-FDLE) database is not authorized by law.

- 1.3.8 CRIMINAL HISTORY TRANSMISSION:** Any electronic device that uses wireless or radio technology to transmit voice data may be used for the transmission of CHRI only when an officer determines there is an immediate need for this information to further an investigation or there is a situation affecting the safety of an officer or the public.

**1.3.8.1** A facsimile machine may be used to transmit criminal history information between criminal justice agencies, provided both agencies have an NCIC Originating Agency Identifier (ORI) and are authorized to receive

criminal history information. Appropriate measures shall be taken to prevent unauthorized viewing or receipt by unauthorized persons

**1.3.9 TRANSACTION LOGGING:** Each interface agency accessing FCIC/NCIC and III systems shall ensure that an automated transaction log is maintained. The FCIC/NCIC portion of this log shall be maintained for a minimum of twelve months, and the III portion shall be maintained for a minimum of four years.

**1.3.9.1** Automated transaction logging is a feature included in the application software provided by FDLE, and local agencies are encouraged to retain these logs for future reference. Users purchasing or developing an interface to FCIC shall ensure transaction logging is an included feature.

**1.3.9.2** The automated transaction log shall identify: the operator on all transactions, the agency authorizing all transactions, the requester and secondary recipient for all criminal history transactions. This information can be captured at log-on and can be a name, badge number, serial number, or other unique identifier.

**1.3.9.3** The User may only disseminate CHRI to another authorized recipient and shall maintain a record of any dissemination of state or federal criminal history information. This record shall reflect at a minimum: (1) date of release; (2) to whom the information relates; (3) to whom the information was released; (4) the State Identification (SID) and/or the FBI number(s); (5) the purpose code and (6) the reason for which the information was requested.

**1.3.10 INFORMATION ACCESS:** The User shall allow only properly screened (as per Section III, paragraph 2 of this User Agreement), authorized personnel performing a criminal justice function who have received proper security awareness training to have access to information contained within the CJNet, FCIC/NCIC or other state or federal criminal justice information system accessed through the FCIC message switch, FBI CJIS Wide Area Network or Internet. The User will also provide assistance to other criminal justice agencies not equipped with direct FCIC access in compliance with FCIC/NCIC and III rules, regulations and operating procedures, but only to the extent that such assistance is not otherwise prohibited.

- 1.3.10.1 The User shall ensure that all personnel who initiate a transaction to the FCIC message switch are current in CJIS certification.
  - 1.3.10.2 Each individual user shall be properly authenticated prior to initiating a transaction to or requesting information from FCIC or other CJNet application.
  - 1.3.10.3 The User shall ensure that persons allowed to complete CJIS certification are at least 18 years of age and are U.S. citizens or have a valid immigration status/visa.
  - 1.3.10.4 FDLE reserves the right to deny FCIC, CJNet or related programs/ systems access to any individual based on valid, articulable concerns for the security and integrity of FCIC, CJNet or related programs/ systems.
- 1.3.11 WORKSTATION: FDLE is not responsible for the workstation acquisition, maintenance, operation, repair, supplies or workstation operation personnel costs. The User shall immediately notify the FDLE Customer Support Center, should an FCIC/NCIC workstation or device, associated with an FCIC/NCIC entry(ies), malfunction or become inoperable. All costs associated with returning the workstation to operation, other than CJNet costs, shall be the User's responsibility. FDLE will assist with executing trouble-shooting procedures.
- 1.4 Interface Operations: For systems implemented after December 31, 2008, the User shall ensure that all automated interfaces that programmatically (i.e., without human intervention) generate transactions to the FCIC message switch are restricted to no more than one transaction per second per interface.
- 2. AUDITS: The User shall permit an FDLE appointed inspection team to conduct inquiries with regard to any allegations or potential security violations, as well as for routine audits.
  - 2.1 FDLE conducts regularly scheduled compliance and technical security audits of every agency accessing the CJNet to ensure network security, conformity with state law, and compliance with all applicable FDLE, CJNet, FCIC/NCIC and III rules, regulations and operating procedures. Compliance and technical security audits may be conducted at other than regularly scheduled times.
- 3. TRAINING: The User is responsible for complying with training requirements established in CSP and the rules, regulations, and policies established by FCIC/NCIC, III, FDLE and other CJNet applications. The User is responsible for

remaining current in the applications, procedures, and policies and ensuring personnel attend these training sessions.

- 3.1 All User personnel who access CJI for the administration of criminal justice shall complete security awareness training, including but not limited to criminal justice officials, e.g., Police Chiefs, Sheriffs, Judges, State Attorneys, etc.
- 3.2 Only operators who have successfully completed CJIS certification shall be allowed to have unsupervised access to the FCIC/NCIC system.
- 3.3 FCIC/NCIC operators who are in their initial six months of assignment may be permitted supervised access to FCIC/NCIC. Operators shall successfully complete CJIS certification within six months of appointment or assignment to duties requiring direct access to FCIC/NCIC.
- 3.4 The User shall require all personnel who are authorized to initiate a transaction to the FCIC message switch to successfully complete CJIS Certification. The User agrees to remove from FCIC/NCIC access any employee who fails to achieve required certification standards, whose certification has expired, whose certification is otherwise rescinded or as directed by FDLE.
- 3.5 The User shall require all information technology (IT) personnel, including any vendor or contracted staff who will in the course of their contracted criminal justice support duties initiate a transaction to the FCIC message switch, to successfully complete CJIS certification.
- 3.6 The User shall maintain training records for all personnel with access to CJI, i.e., CJIS certification and security awareness training.
- 3.7 The User shall require all IT personnel, including any vendor, responsible for maintaining/supporting any IT component used to process, store or transmit any unencrypted CJI, to successfully complete and maintain in current status the CJIS security awareness training provided by FDLE.
4. **RELOCATION:** Should the User desire to relocate the data circuit(s) and/or equipment connected to CJNet, the User shall provide FDLE written notice 90 days in advance of the projected move. All costs associated with the relocation of the equipment and the data circuit(s), including delays in work order dates, will be borne by the User unless FDLE has funding to make changes without charge. The repair and cost of any damages resulting from such relocation will be the User's responsibility.
  - 4.1 The User shall also provide 90 days advance notice when requesting additional access to FCIC.

5. **LIABILITY:** The User understands that the FDLE, its officers, and employees shall not be liable in any claim, demand, action, suit, or proceeding, including, but not limited to, any suit in law or in equity, for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions, or detrimental reliance of the personnel of the User in entering, removing, or relying upon information transmitted through CJNet or in the FCIC/NCIC and NLETS information systems.
6. **CRIMINAL HISTORY RECORDS:** FDLE is authorized to establish a statewide biometric identification system and an intrastate system for the communication of information relating to crimes, criminals and criminal activity.

To support the creation and maintenance of the criminal history files, the User, as appropriate, shall:

- 6.1 Provide for inclusion in criminal history records information systems, adult and juvenile criminal fingerprints on all felony arrests; adult criminal fingerprints on all misdemeanors and comparable ordinance violation arrests; and juvenile fingerprints on misdemeanor arrests specified at Section 943.051, F.S. The submission of other juvenile misdemeanor arrest fingerprints is optional.
  - 6.2 Provide security for CHRI and systems that process or store CHRI, and security training for personnel who receive, handle or have access to CHRI.
  - 6.3 Screen all personnel who will have direct access to CHRI and reject for employment personnel who have violated or appear unwilling or incapable of abiding by the requirements outlined in this agreement.
  - 6.4 Defer to FDLE on any determination as to what purposes qualify for criminal justice versus non-criminal justice designation, as well as with respect to other purposes that may be authorized by law.
  - 6.5 As authorized by Florida Statutes and/or federal regulations, the User may share state CHRI. Dissemination of information requires compliance with all applicable statutes, FCIC/NCIC and III rules, regulations and operating procedures, including logging. Agencies shall maintain the restriction on dissemination applicable to such record information, including but not limited to confidentiality or exemption from Section 119.07(1), F.S., as provided by law.
  - 6.6 Provide security and establish policies to prevent unauthorized access to or dissemination of sealed records, or unauthorized notification of expunged records.
7. As FALCON is a CJI system, the User shall adhere to all policies regarding access, use and dissemination of CHRI. The User shall comply with all training and other appropriate requirements associated with its criminal justice status. The

User shall review FALCON subscriptions to determine whether the User is still authorized to receive criminal history record information on an individual. The User shall indicate the continued authorizing relationship with that individual, i.e., the person is still employed, volunteering, etc., or is currently the subject of investigation or under supervision by the User. CHRI received as a result of a FALCON subscription may be disseminated for criminal justice purposes, and is subject to the same legal and policy restrictions associated with CHRI.

### SECTION III SECURITY REQUIREMENTS

1. The User shall comply with the CSP and the rules, regulations, policies and procedures established for CJNet, FCIC/NCIC, III and NLETS, which include but are not limited to System Security, Personnel Security, Physical Security, User Authorization, Technical Security, Dissemination of Information Obtained from the Systems, and Destruction of Records. By accepting access as set forth above, the User agrees to adhere to the following security policies in order to ensure continuation of that access:
2. **PERSONNEL BACKGROUND SCREENING:** At a minimum, the User shall conduct a state and national fingerprint-based records check on 1) all personnel who are authorized to access state and/or national CJI data or systems, 2) IT personnel who maintain/support information technology components used to process, transmit or store unencrypted CJI, and 3) other personnel, including but not limited to support personnel, contractors and custodial staff, with unescorted physical or logical access to physically secure locations, as defined in the CSP and/or IT components used to process, transmit or store unencrypted CJI. The User is strongly encouraged to screen the applicant by other available means, e.g., local court records, in addition to the fingerprint-based record check.
  - 2.1 The User shall submit applicant fingerprints of persons described in Section III, paragraph 2, for positive comparison against the state and national criminal history and for searching of the Hot Files.
  - 2.2 The results of the fingerprint-based record check shall be reviewed prior to granting access to CJI or components used to process/store CJI, including access for IT support. The User may conduct a preliminary on-line criminal justice employment check using Purpose code "J" for this purpose.
    - 2.2.1 If a record of any kind exists, the User shall consult the FDLE Guidelines for CJIS Access and notify the CSO for review. Upon notification from the User, the CSO shall review the matter to determine if access is appropriate and officially notify the User in writing of the CSO's decision regarding access.
    - 2.2.2 Once the original background screening has been completed, if the User learns that an employee with access to CJI, including any personnel as identified in Section III, paragraph 2, has a criminal



history or pending charge(s), the User shall consult the FDLE Guidelines for CJIS Access and notify the CSO. The CSO shall review the facts and circumstances and notify the User in writing regarding access to CJI.

- 2.2.3 The User shall have a written policy for discipline of personnel who 1) access CJNet and/or CJI for purposes that are not authorized, 2) disclose information to unauthorized individuals, or 3) violate FCIC/NCIC or III rules, regulations or operating procedures.
- 2.3 As the CSA for the State of Florida, the FDLE reserves the right to deny individual user access to any system or related program that is used to process, transmit or store CJI based on valid, articulable concerns for the security and integrity of the information and/or related systems.
- 2.4 The User shall ensure the appropriate ORI is used for submission of applicant fingerprints. Fingerprints submitted for positions associated with the administration of criminal justice or as required by the CSP, shall include the User's criminal justice ORI. Fingerprints submitted for any other positions not related to the administration of criminal justice or required by the CSP shall include the appropriate and approved non-criminal justice ORI.
3. **PHYSICAL SECURITY:** The User shall identify facilities, areas, rooms, etc. where CJI is accessed, processed and/or stored to determine physical security requirements as identified in the CSP. The User may designate a facility, area, room, etc., either a physically secure location or a secured area, as defined in the CSP, provided the appropriate requirements are met. Access shall be limited to persons needing access for completion of required duties. The User shall have a written policy that ensures and implements security measures, secures devices that access FCIC/NCIC/CJNet and prevents unauthorized use or viewing of information on these devices. The use of password protected screen blanking software is recommended for devices that access FCIC/NCIC when the operator may leave the computer unsupervised. FDLE reserves the right to object to equipment location, security measures, qualifications and number of personnel who will be accessing FCIC/NCIC and to suspend or withhold service until such matters are corrected to FDLE's reasonable satisfaction.
4. **ADMINISTRATIVE SECURITY:** The User shall designate individual agency contacts, as described below, to assist the User and FDLE in ensuring compliance with this Agreement. Training for these positions is provided by FDLE, and the User shall ensure that its designee is keenly aware of the duties and responsibilities of each of the following positions. FDLE reserves the right to object to the Users appointment of a TAC, LASO, LAI or AAA based on valid, articulable concerns for the security and integrity of FCIC, CJNet or related programs/systems. The User shall provide FDLE with up-to-date contact information for these positions.

- 4.1 **TERMINAL AGENCY COORDINATOR:** The User shall designate a Terminal Agency Coordinator (TAC) to ensure compliance with FCIC/NCIC and III rules, regulations and operating procedures, and to facilitate communication between FDLE and the User. The TAC shall maintain a current CJIS Certification. TACs shall attend TAC training within six (6) months of being assigned to the position, and as often, as required by FDLE, thereafter.
  - 4.2 **LOCAL AGENCY SECURITY OFFICER:** The User shall designate a Local Agency Security Officer (LASO) to ensure compliance with the CSP. Within six months of assignment to the position, the LASO is encouraged to complete any appropriate LASO training made available by FDLE, including CJIS security awareness training.
  - 4.3 In addition to TAC and LASO, there are other points of contact and positions necessary to manage applications and facilitate communication between the User and FDLE. These positions are identified on the Agency CJIS Contact Form, which may be found on the CJNet CJIS Resource Center website under CJIS Forms and Publications.
5. **MANAGEMENT CONTROL AGREEMENTS:** In situations where data processing/information services, law enforcement dispatch functions or human resources functions are provided by a non-criminal justice governmental entity, the User shall enter into a management control agreement as required by the CSP. In situations where governmental structure or hierarchy does not support or permit an agreement between the parties involved, a directive which includes all of the provisions for a management control agreement identified in the CSP may be substituted.
6. **INTERAGENCY AGREEMENTS:** The User shall execute an Interagency Agreement with any other criminal justice agency to which criminal justice information services are outsourced, including but not limited to information technology related functions. The User shall consult with FDLE to determine if a given function requires an Interagency Agreement.
7. **TECHNICAL SECURITY**
  - 7.1 Remote access services to CJI, including, but not limited to access to FCIC/NCIC and CJNet via the User's Network, will be permitted provided the User establishes appropriate security measures to ensure compliance with all rules, regulations, procedures, and the CSP.
  - 7.2 All FCIC/NCIC/III data transmitted over any public network segment shall be encrypted as required by the CSP. This requirement also applies to any private data circuit that is shared with non-criminal justice users and/or is not under the direct security control of a criminal justice agency.

- 7.3 The User shall maintain, in current status, and provide upon request by FDLE a complete topological drawing, which depicts the User's network configuration as connected to CJNet. As required by the CSP, this documentation shall clearly indicate all network connections, service agencies and interfaces to other information systems.
- 7.4 The User shall ensure only authorized criminal justice agencies or agencies authorized by FDLE are permitted access to the CJNet via the User's CJNet connection.
- 7.5 The User shall ensure all devices with connectivity to CJNet employ virus protection, anti-spam and anti-spyware software and such software shall be maintained in accordance with the software vendor's published updates.
- 7.6 CJI, including but not limited to information obtained from the FCIC message switch and CJNet, may only be accessed via computers or interface devices owned by the User or by the contracted entity. Vendors under contract with the User to perform the administration of criminal justice may be allowed to use their own devices for access provided all requirements of the FBI CJIS Security Addendum are satisfied.
- 7.7 The User shall ensure that CJNet-only devices have a Windows or network type password to prevent unauthorized access.
- 7.8 Provided appropriate security precautions are in place, and upon approval from the FDLE Network Administration staff, the User may employ wireless network connectivity (for example the 802.11 wireless networking protocol).
8. **COMPUTER SECURITY INCIDENT RESPONSE CAPABILITY:** The User shall have a written policy documenting the actions to be taken in response to a possible computer security incident. The policy shall include identifying, reporting, investigating and recovery from computer security incidents. The User shall immediately notify the CSO of any suspected compromise of the CJNet.
9. **SECURITY AUTHORITY:** All policies, procedures and operating instructions contained in the CSP and FCIC/NCIC, III and NLETS documents, operating manuals and technical memoranda, are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
10. **CLIENT SOFTWARE LICENSE:** The FCIC Client Software (eAgent) license from Diverse Computing, Incorporated is located in the Help menu of the eAgent client software. The FCIC Client Software (eAgent) license is made a part of and incorporated by reference into this User Agreement and shall be binding on the User upon acceptance of the software. The User is allowed up to one hundred (100) eAgent Subswitch mnemonics. The User is not permitted to install eAgent, as provided by FDLE, on laptops for use in a mobile environment, including tablets, netbooks and other "handheld" devices. The User is not permitted to use the eAgent client software as an interface to the FCIC message switch for another application.

11. **PRIVATE VENDORS:** Private vendors which, under contract with the User, are permitted access to information systems that process CJI, shall abide by all aspects of the FBI CJIS Security Addendum.
  - 11.1 The contract between the User and the vendor shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJI.
  - 11.2 The User shall ensure all vendor employees are appropriately screened prior to granting the vendor employees access to CJI. Vendor employee fingerprints submitted by the User to FDLE as required by the CSP shall be taken/rolled/printed by a recognized law enforcement agency or an FDLE approved third party vendor. NOTE: A vendor may not fingerprint its own employees.
  - 11.3 The User shall maintain the Security Addendum Certification form for each member of the vendor staff with access to information systems that processes CJI.
  - 11.4 The User shall ensure all vendor employees with access to CJI have received the appropriate security awareness training via the CJIS Online application and are in current status.
  - 11.5 The User shall ensure private vendors permitted such access are aware of the provisions of Section 501.171, F.S. regarding breach of security of personal information.
  - 11.6 The User shall contact FDLE for review prior to entering into a contract or agreement with a private vendor in the course of which state or national CJI is processed, stored or transferred from the User's physically secure location to a vendor owned or operated facility(s) (e.g., cloud services.)
  - 11.7 The User shall maintain and keep current a list of all vendor employees who have been authorized access to CJI.
12. **USERNAMES and PASSWORDS/AUTHENTICATION:** The User shall ensure that all personnel, including IT support and vendors, who initiate a transaction to the FCIC message switch have a separate and distinct username and password/ authentication for the software/interface used to initiate the transaction.
  - 12.1 The User shall ensure that all User-operated interfaces, including but not limited to computer aided dispatch systems, record management systems, jail management systems and mobile data systems with the FCIC message switch or other systems that contain CJI, follow the password requirements as outlined in the CSP.
  - 12.2 Individual users shall refrain from sharing passwords and/or other authenticators, including but not limited to smart cards, tokens, public key

infrastructure (PKI) certificates, etc., used to access CJI or CJNet related systems.

- 12.3 Individual users shall refrain from using another individual's account or session for the purpose of accessing CJI or other CJNet applications.
  - 12.4 Individual users shall refrain from caching credentials/passwords for access to systems/applications used to process or store CJI.
  - 12.5 All personnel with access to any system or application that processes or stores CJI for maintenance or administration purposes shall be uniquely identified.
13. **INDIVIDUAL USER ACCESS:** The User shall deactivate individual user access to eAgent and/or other FCIC interfaces, other CJNet applications and other state/federal systems containing CJI, including but not limited to LEO and/or NDEx, upon separation, reassignment or termination of duties, provided individual user access is no longer required for the administration of criminal justice.
  14. **OFF SITE STORAGE/PROCESSING OF CJI:** The User shall contact and receive approval from the CSO prior to entering into an agreement with a noncriminal justice governmental agency for off-site storage or processing of CJI (often referred to as cloud computing or cloud services.)

#### SECTION IV MISCELLANEOUS REQUIREMENTS

1. FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services adhere to US Code (28 U.S.C. section 534), State Statute (Chapter 943 F.S.), Code of Federal Regulations (28 C.F.R. Part 20), Florida Administrative Code (Chapter 11C-6, F.A.C.), FCIC/NCIC and III rules, regulations and operating procedures which this agreement incorporates both present and future.
2. **PENALTIES AND LIABILITIES:** Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. **PROVISIONS INCORPORATED:** The User shall be bound by applicable federal and state laws, federal regulations and the rules of FDLE to the same extent that the User would be if such provisions were fully set out herein. Moreover, this Agreement incorporates both present and future law, regulations and rules.

4. **TERMINATION:** Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
  - 4.1 FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, regulation or rule.
5. **MODIFICATIONS:** Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. **ACCOUNTABILITY:** To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through CJNet, FCIC/NCIC, III and NLETS.
7. **ACKNOWLEDGEMENT:** The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of the CJNet, including the FCIC/NCIC System. The User further acknowledges that failure to comply with these duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.
8. **TERM OF AGREEMENT:** This agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.



**IN WITNESS HEREOF**, the parties hereto have caused this agreement to be executed by the proper officers and officials.

**NAME OF THE USER AGENCY** Escambia County Corrections

**USER CHIEF EXECUTIVE or OFFICIAL**

Chip W. Simmons **TITLE** Director  
(PLEASE PRINT)

\_\_\_\_\_  
(SIGNATURE)

**DATE** \_\_\_\_\_

**WITNESS** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT**

**BY** Charles I. Schaeffer **TITLE** FLORIDA CJIS SYSTEMS OFFICER  
(PLEASE PRINT)

\_\_\_\_\_  
(SIGNATURE)

**DATE** \_\_\_\_\_

**WITNESS** \_\_\_\_\_ **TITLE** \_\_\_\_\_

This document approved as to form and legal sufficiency

By Kristin Hall  
Title Asst. County Attorney  
Date 9/30/16



# FLORIDA DEPARTMENT OF LAW ENFORCEMENT CRIMINAL JUSTICE INFORMATION SERVICES



## CJIS AGENCY CONTACT FORM

The Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) Users' Agreement requires each agency to appoint designated contacts to include the Terminal Agency Coordinator (TAC) and the Local Agency Security Officer (LASO). Other appointments may include the FALCON Application Access Administrator (AAA), Public Access System (PAS), and other contacts listed below. Upon receiving this form the TAC will be contacted by the Regional CJIS Information Delivery Team (IDT) Member to discuss training available for some of these appointed positions.

Enter the pertinent information into this form and return it to FDLE by fax or email. Scanning and emailing the form to [CJISIDT@fdle.state.fl.us](mailto:CJISIDT@fdle.state.fl.us) is the preferred method. However, if your agency is unable to send this form electronically, then you may return the form by faxing it to (850) 410-8188.

Date: 09/27/2016

Agency Name: Escambia County Corrections Agency ORI: FL 017133C

Physical Address: 2935 North "L" Street, Pensacola, Florida 32501

Chief Executive or Official's Signature: 

Chief Executive or Official's Printed Name: Chip W. Simmons

### Terminal Agency Coordinator (TAC)

Name: Jonathan E. Stuckey Title: Sergeant

Phone #: (850) 436-9423 Cell Phone: (850) 776-9074 Fax: (850) 595-1173

E-mail Address: jestuckey@co.escambia.fl.us

### Alternate Terminal Agency Coordinator (ALT TAC)

Name: Walter R. Jefferis Jr Title: Lieutenant

Phone #: (850) 436-9423 Cell Phone: (850) 619-4959 Fax: (850) 595-1173

E-mail Address: wrjefferis@co.escambia.fl.us

### Local Agency Security Officer (LASO)

Name: Scott D. McDonald Title: Information Technology Coordinator

Phone #: (850) 595-4686 Cell Phone: (850) 554-3253 Fax: (850) 595-0472

E-mail Address: Scott\_McDonald@co.escambia.fl.us

### nexTEST Administrator

Name: Walter R. Jefferis Jr. Title: Corrections Sergeant

Phone #: (850) 436-9423 Cell Phone: (850) 619-4959 Fax: (850) 436-9850

E-mail Address: wrjefferis@co.escambia.fl.us

Secondary notification email address: jefferiswr@flcjin.net



## CJIS Agency Contact Form

Date: 09/27/2016 Agency ORI: FL 017133C

Agency Name: Escambia County Corrections Agency Head Initials: CWS

### CJIS Online (Security Awareness Training) Administrator

Name: Walter R. Jefferis Jr. Title: Corrections Sergeant

Phone #: (850) 436-9423 Cell Phone: (850) 619-4959 Fax: (850) 436-9850

E-mail Address: wrjefferis@co.escambia.fl.us

### FALCON Application Access Administrator (AAA)

First Name: Walter Middle Initial: R. Last Name: Jefferis Jr.

Phone #: (850) 436-9423 Cell Phone: (850) 619-4959 Fax: (850) 436-9850

E-mail Address: wrjefferis@co.escambia.fl.us

### THE FOLLOWING DESIGNATIONS PERTAIN TO ENTRY AGENCIES ONLY

#### Validations Administrator

Name: N/A - We are not an entering agency Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

#### Public Access System (PAS) Contact

Name: N/A - We are not an entering agency Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

PAS Tip E-mail Address: \_\_\_\_\_ PAS Tip Phone #: \_\_\_\_\_

If you have any questions regarding this form, please email [CJISIDT@fdle.state.fl.us](mailto:CJISIDT@fdle.state.fl.us).



## CJIS AGENCY CONTACT DESCRIPTIONS

Brief descriptions of the positions outlined on the CJIS Agency Contact Form are provided to assist the agency head/designee in making the best and most appropriate position selections. An agency head/designee may want one person to handle all the positions, or choose different agency members for each position. At a minimum, all persons assigned to a position should have a working knowledge of Windows based software systems, good organizational skills, and be able to communicate effectively as an agency representative.

**Terminal Agency Coordinator (TAC) and Alternate Terminal Agency Coordinator (ALT TAC)** - These positions are responsible for ensuring agency compliance with CJIS policies and procedures and act as the agency's liaison with FDLE's Criminal Justice Information Services (CJIS) staff. The TAC/Alt TAC should be the most knowledgeable agency personnel in regards to the FCIC, NCIC, and Nlets systems. These individuals must complete and maintain an active certification status as either a Limited or Full Access F/NCIC user and attend a TAC training class within 6 months of being appointed to the position. The TAC/Alt TAC are also responsible for the triennial CJIS Audit of users, system access, adherence to state and national CJIS requirements, and record information if designated as an entry agency. A TAC is required at every agency that has direct access to F/NCIC. An Alt TAC to assist with the TAC duties is optional, but is strongly suggested to optimize user compliance and help with the workload this position demands.

**Local Agency Security Officer (LASO)** - This position is responsible for the agency's technology compliance with the FBI CJIS Security Policy (CSP) and all applicable security requirements of the criminal justice information network and systems. The LASO should be knowledgeable of the technical aspects of the agency's network and maintain an ongoing working relationship with the local technical staff as well as the TAC/Alt TAC. The LASO is also required to provide the agency's network diagram and be responsible for the triennial CJIS Technical Audit. The LASO must complete the online LASO training available on CJNet and complete and maintain an active certification status of Level 3 Security Awareness Training.

**nextTEST Administrator** - This position is responsible for maintaining the testing system of the agency's members who are Limited and/or Full Access FCIC/NCIC users. The nextTEST Administrator creates user accounts, responds promptly to system generated testing and expiration email notifications, properly marks expired user accounts, and quickly notifies the FDLE IDT staff when an account needs to be moved to the correct agency list. A second individual may be enrolled to receive email notifications, however administrative privileges are only provided to the primary administrator. The nextTEST system is used by all operators who have direct access into FCIC/NCIC.

**CJIS Online Administrator** - This position is responsible for maintaining the testing system of the agency's members who require Level 1 or Level 3 Security Awareness Training. The CJIS Online Administrator creates user accounts, responds promptly to system generated testing and expiration email notifications, properly marks expired user accounts, and quickly notifies the FDLE IDT staff when an account needs to be moved to the correct agency list. The CJIS Online system is used by all individuals who have unescorted access into the agency's Secured Area and may encounter (hear or read) Criminal Justice Information (CJI) while at work.

**FALCON Application Access Administrator (AAA)** - This position is responsible for the creation and management of the agency's members who are users of the FALCON system. The AAA assigns devices, approves user's access, and provides roles and privileges to users who create and monitor Watch List records and who manage the agency's Retained Applicant Fingerprint transactions.

**Validations Administrator** - This position is responsible for the creation and management of users who review/update the agency's FCIC/NCIC records each month. The Validations Administrator responds promptly to system generated notifications and ensures that all records are processed within the scheduled timeframe.

**Public Access System (PAS) Contact** - This position is responsible for receiving email and phone call tips from the public that are in reference to certain agency Hot File entries. Local agency entries in FCIC are uploaded in accordance with Florida Statute 119, to FDLE's internet site ([www.fdle.state.fl.us](http://www.fdle.state.fl.us)) so the public can provide information to law enforcement. The agency's ability to quickly receive information is dependent upon the accuracy of the PAS email address and phone number. It is strongly suggested that agencies not use an employee's email address, but instead use an email address that is accessible and monitored by several agency members.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11146

County Administrator's Report 17. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2016

Issue: Request for Disposition of Property

From: John J. Lanza, MD, PhD, MPH, FAAP, Director

Organization: Florida Dept. of Health in Esc. Co.

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property by the State of Florida Department of Health, Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all assets described on the Request Form. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found to be of no further usefulness to the County.

### **BACKGROUND:**

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. The surplus property listed on the attached Request for Disposition of Property has been checked and is of no use to the County and suitable to be disposed.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Items have minimal residual value. Recommend that items be picked up for recycling.

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**Attachments**

disposition

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**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Florida Dept of Health in Escambia COST CENTER NO: \_\_\_\_\_

Linda B. Moyer

DATE: October 4, 2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Linda Moyer

Phone No: 850-595-6500 x1010

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49937	AUDIOPATH SCREENER	PC20011086		2001	POOR
Y	51029	PILOT AUDIOMETER	20906	18391S	2002	POOR
Y	51030	VISION SCREENER	21184		2002	POOR
Y	49936	VISION SCREENER	NONE		2001	POOR

Disposal Comments: Equipment is obsolete or in poor condition.

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: October 4, 2016

FROM: Escambia County Department Director (Signature):

John J. Lanza

Director (Print Name):

John J. Lanza, MD, PhD, MPH, FAAP, Director

**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. rev. sh 11.19.13



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11150

County Administrator's Report 17. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2016

Issue: 5:32 p.m. Public Hearing Request for Fiscal Year 2015/2016  
Re-budgets

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on November 3, 2016, at 5:32 p.m., concerning re-budgeting ongoing Grant and Project Funding that will amend the Fiscal Year 2016/2017 Budget and appropriate these funds for those related ongoing grants and projects.

#### **BACKGROUND:**

Re-budgets are funds for grants and projects that were approved in FY2015/16 or earlier, but since the associated projects were not completed, the funding must be brought forward in the FY2016/17 Budget, so the grant and project expenditures can be completed.

#### **BUDGETARY IMPACT:**

N/A

#### **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

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### **Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11155**

**County Administrator's Report 17. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 10/20/2016

**Issue:** 5:31 p.m. Public Hearing Request to Adopt the Uniform Method of Collection Resolution

**From:** Stephan Hall, Budget Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on December 8, 2016, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

### **BACKGROUND:**

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a Resolution prior to January 1 or if the Property Appraiser and Tax Collector agree, March 1. The Resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation, and this will happen during November 2016. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of the assessments and reduce the administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of the non-ad valorem assessments under the Uniform Method, the following steps must take place:

1. Public Hearing to adopt the Uniform Method by Resolution
2. Agreements are approved with the Tax Collector and Property Appraiser's Office.
3. First class notices mailed to each affected property owner notifying them of a new assessment to be levied and the place and time of a public hearing to be held between June 1 and September 15.
4. Public Hearing is held by the Board to adopt the MSBU assessment roll.
5. Assessment roll is transmitted to the Tax Collector's Office for billing.

**BUDGETARY IMPACT:**

This Resolution for the Uniform Method of Collection will apply to Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2017/2018.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Compliance with Florida Statute 197.3632.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector and will be subject to the tax lien process if not paid by March 31.

**IMPLEMENTATION/COORDINATION:**

1. By June 1, the Property Appraiser provides the tax parcel information to the County.
2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the  
newspaper the boundaries of the assessment districts and notice of the public hearing to adopt the assessment roll  
by first class mail to the affected property owners when the assessment is collected under the uniform method for  
the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

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**Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11177

County Administrator's Report 17. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2016

Issue: Northwest Florida Health Council (District 1) Also Known as Northwest Florida Big Bend Health Council

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Northwest Florida Health Council (District 1) Also Known as Northwest Florida Big Bend Health Council - Jack R. Brown, County Administrator

That the Board take the following action concerning reappointments/appointments to the Northwest Florida Health Council (District 1) also known as Northwest Florida Big Bend Health Council (Council), per the recommendation of R. Michael Hill, President and CEO:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint the following two members to another two-year term, effective, retroactively, October 1, 2016, through September 30, 2018:

1. Dr. John Lanza (Provider); and
2. Vivian Krumel (Storey) (Elderly Consumer);

B. Reappoint the following two members to another two-year term, effective, retroactively, October 1, 2016, through September 30, 2018:

1. Dr. George Andrew Wellington Smith (Provider); and
2. Krystle Galace (Baptist Hospital Provider);

C. Appoint Michael D. King (Sacred Heart Hospital Provider) to a two-year term, effective October 20, 2016, through September 30, 2018; and

D. Appoint one of the following three individuals to a two-year term, effective October 20, 2016, through September 30, 2018:

1. Jeanette Moore (Elderly Consumer, Community Volunteer) (recommended by R.



Michael Hill, President and CEO);

2. Dr. Aig Unuigbe (Consumer); or

3. Deborah Trocki (Elderly Consumer).

Jeanette Moore, Dr. Aig Unuigbe, and Deborah Trocki responded to the General Alert that was posted on the County's website from August 19, 2016, through September 2, 2016, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for appointments to the Northwest Florida Health Council, also known as the Northwest Florida Big Bend Health Council.

**BACKGROUND:**

In an email dated October 5, 2016, Mr. R. Michael Hill, President and CEO, Northwest Florida Health Council (District 1) also known as Northwest Florida Big Bend Health Council, recommended that the Board of County Commissioners reappoint/appoint the individuals listed above. Copies of their Resumes are 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

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**Attachments**

Email from R. Michael Hill

Dr. John J. Lanza

Vivian Krumel Storey

Dr. George Smith

Krystle E. Galace

Michael D. King

Jeanette Moore

Dr. Aig Unuigbo

Deborah Trocki

General Alert

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## Judy H. Witterstaeter

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**From:** mhill@pancarefl.org  
**Sent:** Wednesday, October 05, 2016 11:03 PM  
**To:** Judy H. Witterstaeter  
**Subject:** [FWD: Revised Recommendations for appointment  
**Attachments:** Vivian Krumel Storey CV.docx

----- Original Message -----

**Subject:** [FWD:Recommendations for appointment and CV for Vivian Krumel Storey]

**From:** <mhill@pancarefl.org>  
**Date:** Tue, September 27, 2016 8:16 pm  
**To:** "Judy Witterstaeter" <JHWITTER@co.escambia.fl.us>

Dear Judy: Please accept this email as my recommendations for appointment to the Northwest Florida Health Council representing Escambia County:

**Recommended for Reappointment or Appointment:**

Reappointment of Dr. George Smith (Provider)  
Reappointment of Dr. John Lanza (Provider)  
Reappointment of Vivian C. Krumel (Storey) (Elderly Consumer)  
Reappointment of Krystle Galace (Baptist Hospital Provider)  
Appointment of Michael King (Sacred Heart Hospital) to replace Denise Adams (Provider)  
Appointment of Jeanette Moore (Elderly Consumer, Community Volunteer)  
If you have questions please contact me either by email or phone.  
Sincerely, R. Michael Hill, President & CEO, NWFL Health Council, Inc.

----- Original Message -----

**Subject:** CV for Vivian Krumel Storey  
**From:** <aparbery@pancarefl.org>  
**Date:** Tue, September 27, 2016 2:43 pm  
**To:** "Mike Hill" <mhill@pancarefl.org>

Per your request, her resume is attached.

Best,  
April

**April Parbery**

HR Coordinator & Executive Assistant  
PanCare of Florida, Inc.  
403 East 11th Street  
Panama City, FL 32401  
850-747-5599

*Resume of*  
**John J. Lanza, MD, PhD, MPH, FAAP**

**Home Address:** 3980 Bentwood Lane  
Cantonment, FL 32533-9785  
(850) 494-7085  
e-mail: lanza1@bellsouth.net

**Office Address:** Escambia County Health Department  
1295 West Fairfield Drive  
Pensacola, Florida 32501  
(850) 595-6667 FAX: (850) 595-6748  
Pager: (850) 839-8436 Cell Phone: (850) 528-5201  
e-mail: john\_lanza@doh.state.fl.us

**Personal Data:**

**Date of Birth:** August 18, 1953  
**Place of Birth:** San Antonio, Texas, USA  
**Marital Status:** Married, two children

**Education:**

05/96 - 05/02 University of South Florida  
College of Public Health  
Distance Learning Program  
Tampa, Florida;  
M.P.H. in Public Health Practice Program  
Special Project Title: *"An Evaluation of Specific Health Indicators  
Comparing Career and Volunteer Firefighters in Escambia County,  
Florida"*

07/85 - 08/88 Sacred Heart Children's Hospital  
Pensacola, Florida  
Intern/Resident in Pediatrics

01/83 - 06/85 Universidad Tecnologica de Santiago  
(UTESA) School of Medicine  
Santo Domingo, Dominican Republic  
Doctor of Medicine Degree

08/82 - 12/82 CIFAS University School of Medicine  
Santo Domingo, Dominican Republic

06/78 - 03/79 University of Florida  
Gainesville, Florida  
Ph.D., Medical Radiation Physics (Nuclear & Radiological Engineering)  
Dissertation Title: *"An Automated Dosimetry System for Computed  
Tomography Scanners Using Silicon P-I-n Diodes"*

06/75 - 06/76 M.S., Health Physics (Nuclear & Radiological Engineering)  
Special Project Title: *"The Health Physics Aspects of the Fusion-  
Fission Hybrid Reactor"*

08/73 - 08/75 B.S., Electrical Engineering (Bio-medical)

06/71 - 06/73 Brevard Community College  
Cocoa, Florida, A.A., Pre-engineering

Resume of: John J. Lanza, MD, PhD, MPH, FAAP

**Faculty Appointments:**

**12/03 - Present** **Florida State University – Tallahassee, Florida**  
College of Medicine  
**Department of Clinical Sciences**  
**Faculty of Obstetrics and Gynecology**  
**Clinical Assistant**

**12/00 - Present** **University of West Florida – Pensacola, Florida**  
College of Professional Studies  
**Division of Health, Leisure & Exercise Sciences**  
**Adjunct Instructor**

**12/00 – Present** **College of Arts & Sciences**  
**Center for Environmental Diagnostics and Bioremediation**  
**Faculty Associate**

**12/00 – Present** **College of Arts & Sciences**  
**Department of Biology**  
**Faculty Associate**

**08/97 - Present** **University of Florida - Gainesville, Florida**  
Department of Operative Dentistry  
**Division of Public Health Services and Research**  
**Courtesy Clinical Associate Professor**

**03/79 – 06/79** **Department of Nuclear Engineering Sciences**  
**Adjunct Assistant Research Professor**

**Employment Data**

**05/86 - Present** **State of Florida, Department of Health**  
**Escambia County Health Department**  
**Pensacola, Florida**  
**County Health Department Director**

**02/86 - 05/86** **Acting Public Health Director**

**09/95 - 02/96** **Deputy Health Director**

**04/94 – 10/89** **Clinical Services Director**

**08/93 - 05/96** **Senior Physician**

**04/93 - 07/93** **Lakeland Regional Medical Center**  
**Lakeland, Florida**  
**Pediatric Emergency Physician**

**08/88 - 02/93** **Pediatrician's Care Unit**  
**Longwood, Florida**  
**Private Pediatric Practice**

**07/85 - 06/88** **Sacred Heart Children's Hospital**  
**Pensacola, Florida**  
**Pediatric Resident**

**02/81 - 08/82** **Naval Sea Systems Command**  
**Nuclear Engineer**  
**NAVSEA-8444-Naval Nuclear Weapons Radiological Controls Program**  
**Washington, D.C.**

Resume of: John J. Lanza, MD, PhD, MPH, FAAP

06/79 - 02/81	<b>Naval Surface Weapons Center –</b> <b>Research Physicist</b> <b>NSWC-R41 – Director, Naval Nuclear Weapons</b> <b>Low-Level Radiation Exposure Study</b> <b>Silver Springs, MD</b>
06/72 - 01/75	<b>Wuesthoff Memorial Hospital</b> <b>Rockledge, Florida (full and part-time)</b> <b>Nursing Assistant, Psychiatric Technician, Lab Technician</b>
06/71 - 09/72	<b>Cocoa/Rockledge Country Club</b> <b>Rockledge, Florida</b> <b>Assistant Chef</b>
<b>Professional Memberships:</b>	<b>American Medical Association</b> <b>Diplomate, American Board of Pediatrics</b> <b>Escambia County Medical Society - President; Chair-Wa Care/Indigent</b> <b>Care Committee; Member – Disaster Preparedness Committee;</b> <b>Member – Nominating Committee</b> <b>Fellow, American Academy of Pediatrics</b> <b>Florida Association of County Health Officers</b> <b>Florida Medical Association, Delegate to House of Delegates</b> <b>Chair – Council on Public Health; Member-Section on Minority Health Care;</b> <b>Member-Section on Environment &amp; Health</b> <b>Florida Public Health Association, Co-Chair-Section on Public Health Physicians</b> <b>Florida Preventive Medicine Association</b> <b>Health Physics Society</b> <b>National Association of County &amp; City Health Officials</b>
<b>Medical Licenses:</b>	<b>Florida (1987); Pennsylvania (1987)</b>
<b>Board Certification:</b>	<b>Pediatrics (1989; re-certified 2003)</b>
<b>Other:</b>	<b>Chief Judges Children's Council (1<sup>st</sup> Circuit), Board of Directors</b> <b>Dr. Ruby J. Gainer School for Reaching Your Dreams – Board of Directors</b> <b>Escambia County Healthy Start Coalition – Chairperson</b> <b>Escambia County School Readiness Coalition - Board Member</b> <b>Medical Advisory Committee for Hospice of Northwest Florida - Member</b> <b>Northwest Florida Health Council - Board of Directors</b> <b>Advisory Council, University of South Florida College of Public Health - Member</b> <b>Florida Pediatric Advocacy Network - Member</b> <b>Partnership for a Healthy Community - Board of Directors</b> <b>Partnership for Environmental Research and Community Health – co-Founder</b> <b>Florida School Health Advisory Council - Member</b> <b>University of West Florida, Division of Health &amp; Life Science Advisory Board –</b> <b>Member</b>



Florida Department of Law Enforcement, Northwest Florida Domestic Security Task Force, Health and Medical – Co-Chairman Health; Medical, Hospital, EMS Committee of State Working Group on Domestic Preparedness, Radiological Emergency Sub-Committee-Chairperson  
Residency Advisory Committee, U.S. Navy Aerospace Medicine Residency Program, Naval Air Station Pensacola – Member  
Access Escambia – Board Member  
Solulia Corp., Environmental Advisory Board – Member  
Florida Emergency Medicine Foundation, Review Board for Speaker's Bureau, Weapons of Mass Destruction, All Hazards – Member

**Awards:**

2000, 1000 Friends of Florida Award (Septic-Sewer Program)  
2001, Legal Environmental Assistance Foundation (LEAF) (Environmental Advocacy)  
2003, Florida Department of Health, Secretary's Special Recognition Award (Domestic Security Health Team)  
2004, Pensacola Area Commitment to Excellence Professional of the Year Award

**Interests:**

Home Remodeling, Computers, Automotive Restoration, Flying, Amateur Radio, Investments

# Vivian Krumel Storey

1127 Windchine Way  
Pensacola, FL 32503  
Tel: 850-434-6168  
Email: [vkrumel@gmail.com](mailto:vkrumel@gmail.com)

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## **Education:**

Holy Family School of Nursing, Manitowoc, WI

## **Current:**

Northwest Florida Health Councils, Chairperson

Active and Clear State of Florida licensed Registered Nurse – 57 years

## **Work Experience:**

Retired, Owner of Professional Health Examiners – 24 years

Administrator of Upjohn Healthcare Services – 8 years

Labor and Delivery Nurse of Baptist Hospital – 14 years

Psychiatric Nurse at the University Hospital of Wisconsin – 3 years

## **Appointments:**

Florida Statewide Alzheimer's Disease Initiative Task Force – Governor Appointment

Florida Department of Health Statewide Health Plan Oversight Committee

Alzheimer's Family Services of Northwest Florida

## **Community Activities:**

Active in St. Paul's Catholic Church, reader, past organist, choir member and Women's Society President

Active Member of Life Underwriters and Health Underwriters

Member of Escambia Coalition Against Tobacco; conducted first "Quit Smoking" class and first Prostate Screening for the ACS; coordinate and participated in numerous health fairs and education programs.

Escambia County Supervisor of Elections – Certified Poll Worker

Panhandle Senior Travelers - President

## CURRICULUM VITAE

### GEORGE ANDREW WELLINGTON SMITH, MD

(HOME) 22 BARTLETT CIRCLE  
PENSACOLA, FL 32505  
(850) 494-2333

(WORK) 2200 N. PALAFOX ST.  
PENSACOLA, FL 32501  
(850) 436-4630

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**PLACE OF BIRTH:** Kingston, Jamaica - August 1, 1958

**EDUCATION:**

1979-84 UNIVERSITY OF THE WEST INDIES, KINGSTON, JAMAICA  
Awarded Degree of M.B., B.S.. Honors in community health.

1977-79 UNIVERSITY OF THE WEST INDIES, KINGSTON, JAMAICA  
Undergraduate studies in natural sciences.

**GRADUATE TRAINING**

1989-92 HOWARD UNIVERSITY HOSPITAL, WASHINGTON D.C.  
Internship and residency in family practice.  
Chief Resident 1991-92.

1984-86 PRINCESS MARGARET HOSPITAL, NASSAU BAHAMAS  
Rotatory Internship - Medicine, Surgery, Pediatrics, Obstetrics and  
Gynecology, ICU, Psychiatry, Emergency Medicine.

**CERTIFICATION AND LICENSURE**

2006 Recertified Diplomate of the American Board of Family Practice

1999 Fundamentals of Management

1995 Fellow of the American Academy of Family Physicians

1994 Licensed by Florida Board of Medicine  
December 1993. License No. ME0065478

1992-99 Diplomate of the American Board of Family Practice  
July 1992

1992 Licensed by New Mexico Board of Medical Examiners  
November 1992. License No. 92-351 - *Inactive*

1990 Licensed by Maryland State Board of Medical Examiners  
August 1990. License No. D40497 - *Inactive*

1989 Educational Commission for Foreign Medical Graduates  
August 1989. Certificate No. 397-491-2

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## **PRACTICE EXPERIENCE**

Dr. Smith CV - page 2

- Aug 94-Present      ESCAMBIA COMMUNITY CLINICS, INC. - PENSACOLA, FL  
Medical Director. Primary care including urgent care and continuous care.  
Supervision of Medical Staff.
- 04/01 - Present      JAY HOSPITAL - JAY, FLORIDA  
Emergency Medicine
- 9/92 - 7/94          FAMILY MEDICAL CENTER - LAS CRUCES, NEW MEXICO  
Independent Contractor. Doing urgent care. This included Minor Trauma,  
Gynecology, Acute illnesses of children and adults, Individual Physicals and  
Workman's Compensation Injuries.
- 10/92 - 7/94          GERALD CHAMPION MEMORIAL HOSP, ALAMOGORDO, NM  
Independent Contractor with Transmountain Emergency Group - Doing  
emergency medicine.
- 7/90 - 7/94          UNITED STATES AIR FORCE - ACTIVE DUTY  
Captain. Primary care including inpatient care. Medical Review Officer for  
Civilian Drug Testing Program. Precepting Physician's Assistant and  
Nurse Practitioner. Quality Assurance Evaluator for civilian contract  
physician.
- 3/91 - 7/92          CORRECTIONAL MEDICAL SYSTEMS; ST. LOUIS, MISSOURI  
Independent Contractor - Prison health. Sick Calls and Chronic Clinics for  
inmates in Maryland Detention Centers.
- 8/90 - 7/92          CONVENIENT HEALTH CARE, WALDORF, MARYLAND  
Independent Contractor. Doing urgent care.
- 4/89 - 6/89          N.Y.C. DEPARTMENT OF HEALTH N.Y.C., NEW YORK  
Public Health Advisor. Did Contact Tracing and Counseling to patients  
visiting Sexually Transmitted Disease Clinic.
- 8/88 - 4/89          H.S. SYSTEMS INC. - N.Y.C., NEW YORK  
Performing Physicals on patients referred by the Human Resources Office  
of the City of New York.
- 3/86 - 6/88          PRINCESS MARGARET HOSPITAL - NASSAU, BAHAMAS  
Senior House Officer in General Practice Clinic, Skin and Sexually  
Transmitted Disease Clinic.

## **PROFESSIONAL SOCIETIES**

- 1998    WORLD ORGANIZATION OF FAMILY DOCTORS  
1998    AMERICAN COLLEGE OF PHYSICIAN EXECUTIVES  
1994    ESCAMBIA COUNTY MEDICAL SOCIETY  
1994    FLORIDA ACADEMY OF FAMILY PHYSICIANS  
1994    FLORIDA MEDICAL ASSOCIATION  
1993    CHRISTIAN MEDICAL AND DENTAL SOCIETY  
1990    AMERICAN MEDICAL ASSOCIATION  
1989    AMERICAN ACADEMY OF FAMILY PHYSICIANS
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## **AWARDS**

Dr. Smith CV - page 3

- 1992 HONORARY AWARD  
Washington Society for History of Medicine for essay on Blood Banking.
- 1991 THE ANDREW A. BEST MD RESIDENTS AWARD  
For research - The Family Practice section of the National Medical Association.
- 1990 MOST OUTSTANDING INTERN - FAMILY PRACTICE
- 1977-81 REYNOLD'S JAMAICA MINES UNDERGRADUATE SCHOLARSHIP

## **ACADEMIC APPOINTMENTS**

- 2003 FLORIDA STATE UNIVERSITY COLLEGE OF MEDICINE  
Assistant Clinical Professor
- 2000 UNIVERSITY OF FLORIDA SCHOOL OF MEDICINE  
Courtesy Assistant Clinical Professor

## **SCIENTIFIC EXHIBITS AND PRESENTATION**

- 1992 ROLAND NICKENS RESIDENT RESEARCH SYMPOSIUM  
At Howard University Hospital.
- 1991 THE NATIONAL MEDICAL ASSOCIATION CONVENTION  
Resident Research Poster exhibit and presentation entitled:  
Carcinoma of the Pancreas, The Howard University Hospital Experience.

## **HOSPITAL APPOINTMENTS**

- 2001 JAY HOSPITAL  
Jay, Florida
- 1995 BAPTIST HOSPITAL  
Pensacola, Florida
- 1992-94 GERALD CHAMPION MEMORIAL HOSPITAL  
Alamogordo, New Mexico

## **CLINICAL RESEARCH**

- 1999 ( REACT / 2 DIABETES ) *Rosiglitazone Evaluation: Advancing current treatment of Type 2 diabetes*
- ( MICCAT ) *Micardis Community Access Trial*
- ( TREAT ) *An eight week study of the effect of TEVETEN tablet on blood press in hypertensive patients*
- ( CFO ) *Cipro focus on urology trial*
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## KRYSTLE E. GALACE, MA

6441 Memphis Avenue  
Pensacola, FL 32526

Cell: (850) 377-6964  
Email: Krystle.Galace@gmail.com

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### SUMMARY

Detail-oriented and results-driven with a passion to improve the community and commitment to the mission of Baptist Health Care. Proactive team member and tactical planner with broad background encompass a strong work ethic and dedication to customer-centered culture of excellence and advancement of organizational objectives. Big picture vision coupled with attention to detail provides for creative solutions to organizational issues. Recognized high performer with demonstrated analytical and technical aptitude and the ability to balance multiple projects and demanding deadlines in a fast-paced environment.

### PROFESSIONAL EXPERIENCE

#### Baptist Health Care – Corporate Administration: Strategic Planning And Business Development

*Senior Planning Analyst*

02/2013 – Current

*Planning Analyst*

02/2010 – 02/2013

*Planning & Grants Specialist*

02/2008 – 02/2010

- Provides direct support to the *Corporate Director of Strategic Planning* in the development of 50+ market assessments used in strategic and operational planning. Ongoing development and improvement of internal reporting capabilities.
- Supports the strategic performance management goal setting and reporting process. System administrator to organizational strategic plan program.
- Manages regulatory activities including the Agency for Health Care Administration's bi-annual Facility and Clinical Laboratory Licensure renewals and *Certificate of Need* annual reporting.
- Provides support Baptist Hospital's participation in HRSA's 340b Drug Pricing Program. Maintains up-to-date knowledge of federal regulations to ensure program integrity and protection of \$7M in annual savings.
- Assists with initiatives related to community health with active membership of the Partnership for a Healthy Community's Operations Council. Oversees the Community Health Needs Assessment process including data collection, analysis, selection of health priorities, and public roll out. Planned and promoted Partnership events including Community Health Summits 2013 and 2014 and multiple community forums resulting in 500+ attendees. Developed and launched the *Live Well Northwest Florida* initiative and the *Roadmap to Wellness* document for improving community health in Escambia and Santa Rosa County.
- Served as a clearinghouse for organizational grants. Grant submissions resulting in over \$400K in funding to the organization.

#### Baptist Leadership Group – Performance Improvement and Research

*Analyst*

08/2007 – 02/2008

- Developed and implemented monitoring tools to evaluate monthly client performance.
- Managed in-house online and paper-based survey process, including the development, launch, evaluation, and analysis and reporting of results.

#### Baptist Health Care – Patient Access

*Senior Registration Coordinator/Trainer*

04/2006 – 08/2007

*Registration Representative*

12/2002 – 04/2006

- Designed and implemented a training program for new team members. Provided direct training to 50+ Patient Access Team Members across the system.
- Developed and oversaw the "Cycle" patient registration process to provide seamless month-to-month account management for returning Radiation Therapy and Infusion patients.
- Redesigned quality improvement process to uncover and address erroneous practices.



**Pensacola Junior College – Grants Office****Intern****05/2006 – 08/2006**

- Conducted evaluation of the *Council of Resource Development Regional Conference* including data collection, analysis, and written summary.
- Coordinated the collection of required grant materials from internal sources and external partners for final submission. Participated in the grants submission process resulting in \$815,272 of funding.

**University of West Florida****Health Communications Course Project – “Safety Splash” Event Coordinator****2004**

- In partnership with the American Red Cross Northwest Florida Chapter, developed, promoted, and hosted “Safety Splash” event on the University of West Florida Campus to promote general water safety and services and education provided the American Red Cross.
- Over 100+ students, faculty, community members, and media attended.
- Success of event resulted in the receiving *Distinguished Volunteer Leadership Award* from the American Red Cross.

**BAPTIST HEALTH CARE INVOLVEMENT**

Baptist Hospital Physician Engagement Team (Culture Team)	2013 – Current
Baptist Hospital Team Member Engagement Team (Culture Team)	2013 – Current
Baptist Hospital Incident Command Structure – Documentation Unit Leader/Planning Chief	2012 – Current
C.A. Weis Elementary School – Department Oversight of Class Sponsorship	2008 – Current
Baptist Health Care Life Long Learning Advisory Committee	2013
Baptist Health Care Cultural Advisory Group – Member	2011 – 2012
Baptist Hospital Measurement Team (Culture Team) – Member and Team Leader	2008 – 2011
Baptist Health Care Cultural Alignment Committee	2009 – 2011

**RECOGNITION**

Baptist Hospital	<i>Employee of the Month</i>	2014
Baptist Health Care Foundation	<i>Honor Roll</i>	2010
American Red Cross	<i>Distinguished Volunteer Leadership Award</i>	2004

**COMMUNITY INVOLVEMENT**

Northwest Florida Health Council	<i>Board Member</i>	2011 – Current
Partnership for a Healthy Community	<i>Operations Council Member</i>	2008 – Current
Pensacola Catholic Young Adult Ministry	<i>Director</i>	2008 – Current
Catholic Young Adult Ministry (Pensacola-Tallahassee Diocese)	<i>Team Lead</i>	2008 – Current
Alfred Washburn Homeless Center	<i>Lead Volunteer</i>	2006, 2010 – Current
Junior Achievement	<i>Volunteer</i>	2009 – 2013
United Way Escambia County	<i>Loaned Executive / Funds Distribution Committee</i>	2010

**EDUCATION**

Masters of Arts, University of West Florida, Pensacola, FL Concentration: Health Care Leadership Certification: Ethics in Health Care	2008
Bachelor of Arts, University of West Florida, Pensacola, FL Major: Communication Arts specializing in Public Relations Minor: Legal Studies	2006

## **Michael D. King, MBA, MHS**

5151 Ninth Avenue North  
Pensacola, Florida 32504

850-416-2795 (Pensacola office)  
mking@providencehospital.org

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### **PROFESSIONAL EXPERIENCE**

#### **Gulf Coast Health System, Ascension Health**

Regional Director of Strategy. Senior strategy leader for an integrated health system with four hospitals, 1007 acute care beds, and a physician network spanning three states. Oversee development of rolling three-year integrated strategic, operational and financial plan, in cooperation with boards of directors, executive council, finance team and operational leaders. Provide business development support, joint venture analyses, affiliation studies, competitor analyses, environmental and market assessments, physician needs analyses, and business risk assessments. Responsible for compliance with state health planning regulations, developing certificate of need applications and related documentation as necessary and submitting state data reports. Monitor state and federal legislative and regulatory activity, assist in development of hospital positions on pending issues and communicate these positions to advocacy groups, elected officials and regulatory agencies. Manage physician advocacy program with three advocates providing outreach in a five-county area. Strategy team includes two senior planners and one market strategy architect.

#### **Providence Health System, Mobile, Alabama, December 1993 to November 2015**

Director, Planning and Marketing. Responsible for all aspects of strategic planning, marketing and public relations for 349-bed hospital and associated physician network. Coordinate strategic planning process, environmental and market assessments and annual planning retreats. In cooperation with finance department, complete annual development of rolling three-year integrated strategic, operations and financial plan. Develop and coordinate marketing initiatives, including image campaigns, promotion of services and technology and participation in special events. Serve as official spokesperson for hospital and official media contact. Coordinate new business opportunity analyses, joint venture feasibility studies, physician need analyses and medical staff development planning, hospital affiliation studies, competitor analyses and related strategic and business development projects. Manage in-house production of internal hospital newsletter, print advertisements, brochures and related graphic materials. Oversee outbound websites and social media. Responsible for compliance with state health planning regulations, developing certificate of need applications and related documentation as necessary and submitting state hospital annual reports. Monitor state and federal legislative and regulatory activity, assist in development of hospital positions on pending issues and communicate these positions to advocacy groups, elected officials and regulatory agencies. Oversee 12,000-plus member senior affinity program. Supervise public relations assistant-graphics and senior services coordinator.

Director, Planning. Responsible for strategic planning process, including market and environment assessments, coordination and facilitation of planning retreats for hospital and medical staff leadership, strategic plan development and semiannual strategic plan implementation reports. Provided staff support to Strategic Planning Committee. Developed annual sponsorship, care of the poor and community benefit reports and annual care of the poor and community benefit plans. Coordinated new business analyses, joint venture studies, community needs assessments, medical

staff surveys, physician need analyses and medical staff development planning, hospital affiliation studies, competitor analyses and related strategic and business development projects. Responsible for compliance with health planning regulations, developing certificate of need applications and submitting state hospital annual reports. Monitored state and federal legislative and regulatory activity, assisted in development of hospital positions and communicated positions to advocacy groups, elected officials and regulatory agencies. Elected by peers as 2000-2001 department director chair. Supervised department secretary and planning assistant.

#### **Bay Medical Center, Panama City, Florida, May 1988 to November 1993**

Director, Planning/Market Research/Security. Responsible for strategic planning, environmental and market assessments, certificates of need and compliance with state health planning regulations, market research, comparative cost and quality database and contract security service. Supervised public relations specialist and physician liaison.

Administrative Director, Planning and Marketing. Responsible for strategic planning, certificates of need and related activities, marketing programs and public relations. Supervised physician liaison, public relations specialist, industrial medicine coordinator and department secretary.

Staff Planner. Responsible for strategic planning, facility planning and certificates of need. Directed architect selection process and developed program plans for construction projects.

Administrative Resident. Completed departmental rotation, administrative orientation and various residency projects, including a certificate of need application and a strategic plan.

#### **EDUCATION**

Master of Business Administration and Master of Health Sciences, May 1989  
University of Florida, Gainesville, Graduate Program in Health and Hospital Administration

Bachelor of Arts (History), *summa cum laude*, August 1983  
University of North Florida, Jacksonville, College of Arts and Sciences

#### **COMMUNITY ACTIVITIES**

South Alabama British Car Club. Member, 2009 – present. 2009 “Rookie of the Year” and 2010 “Member of the Year”. British Car Festival chair, 2012 - 2015. President, 2014 – present.

Kiwanis Club of Airport-Metro, Mobile, Alabama. Member, 1994 to 2009, director, 1994 to 2009, treasurer, 1994-95, 2000-2001 and 2006 to 2009; first vice president, 1995-96, president, 1996-97 and 2001-2003; acting president, 2008 to 2009.

Boys and Girls Clubs of South Alabama. Member, Club Unit Advisory Council, 2008 to 2010.

United Way of Southwest Alabama. Member of Planning Council for Human Services, 1997 to 2001; member of Strategic Planning Subcommittee, 1998 to 2001; vice chair, Community Needs Assessment, 1997; facilitator/consultant for strategic plan development, 1998; Providence Hospital campaign coordinator, 2003 – 2011, 2014, 2015.

Christmas in April\*Mobile. Member of Public Relations Committee, 1998-99; volunteer, 1995 to 2000 (home renovation program targeted to the poor and elderly).

Bay County, Florida Chamber of Commerce. Member, 1990 to 1993; member of Economic Development Council and State Government Committee, 1991 to 1993.

Christian Counseling Center of Bay County. Member, Board of Directors, 1992 to 1993.

United Way of Bay County. Campaign coordinator, 1990; loaned executive, 1991.

Leadership Bay, Panama City, Florida. Graduate, class of 1990.

## **Judy H. Witterstaeter**

---

**From:** Jeanette Moore [ditchdok1@att.net]  
**Sent:** Friday, September 02, 2016 3:26 PM  
**To:** Judy H. Witterstaeter  
**Subject:** Health Council

**My husband was able to perform a miracle and I was able to obtain the information needed to apply for the Health Council. Below is a synopsis of medical duties I have performed in the past. My personal info is as follows:**

**Jeanette Moore**  
**638 Ray St**  
**Pensacola, FL 3234**  
**850 384-8441**  
**Birthdate 11-05-1946 (69 yrs)**

### **Medical Captain**

- supervise all medical personnel assigned to the department
- determine the need for & order all medical supplies
- ensure that all credentials are kept current such as CPR, AED, EMT
- compose policies & procedures as pertains to medical
- assures proper training of all medical personnel in new procedures & policies
- acts as the liaison between the department & Emergency Medical Services

### **Infection Control Officer**

- assumes responsibility for ensuring OSHA policies & procedures of infection control
- ensures that all members are inoculated against Hepatitis-B virus
- compose policies & procedures as pertains to infection control to include Bloodborne Pathogens & Tuberculosis
- liaison between department & physician contracted to perform incident follow-up
- member of the county infection control committee
- registered agent with the HRS State office in Tallahassee as per Ryan White Law

### **Budget Officer**

- ensures that purchase orders & vouchers are complete & submitted in a timely manner
- ensures that monies are sufficient to cover the cost of purchase orders & vouchers
- ensures that department records balance with county comptroller office monthly
- ensures that President/Chief officer staff has current status on county appropriated funds

### **Secretary**

- is in charge of membership for the department
- maintains all records for the department
- registered agent with the State of Florida for the corporation
- takes minutes at all meetings
- is in charge of all typing for the department
- in charge of maintaining correct procedures for workers' compensation claims
- composes the majority of administrative type policies & procedures
- responsible for maintaining standard operating procedures for the operational policy book

- ensures that all memos & new procedures are distributed to the appropriate persons
- ensures that the insurance carrier's personnel roster is kept up to date on a continuing basis
- attends consolidated county meetings in the absence of the Chief officer's staff

#### **Escambia County Volunteer Firefighters' Association**

- Serves as elected Secretary/Treasurer on the Executive Board of Directors
- Serves as Chairperson for County First Responder Committee
- Maintains all records for credentials of volunteer medical members for entire Escambia County fire departments
- Maintains all records for credentials of First Responder instructors for entire Escambia County fire departments
- Serves as the only lead instructor in charge of all First Responder instructors for Escambia County fire departments
- Serves as the liaison between Escambia County Firefighters' Association & the Escambia County Emergency Medical Services Director
- Wrote the Tuberculosis Policy for county fire departments

#### **Firematics Competition Coordinator** (annual event for the 16 volunteer county fire departments)

- chair all meetings & oversees planning of events & rules & regulations
- arranges "static" displays & trophies, judges, master of ceremonies, etc.
- fund raising for monies to pay for the event
- publicity (newspaper, radio appearances, television appearances)

#### **Critical Incident Stress Team Coordinator** (covers 4 counties in panhandle of Northwest Florida)

- arranges training for team members
- arranges debriefings by contacting members/arranging times/places for such to occur
- serves as the liaison between emergency agencies & the team
- promotes the idea of critical incident stress debriefings by giving lectures & training classes to emergency agencies

#### **Miscellaneous**

- serves on the department safety committee & the By-laws committee
- answers alerts to both fire & medical emergencies
- acts as rehab officer under the Incident Command System on fire emergency scenes
- assists & arranges fund raising activities

#### **Instructor**

- serves as a trainer to all infection control officers from other departments
- state certified instructor for 40 hr course for First Responders & refresher classes in same
- serves as a trainer to all First Responder instructors
- American Heart & American Red Cross CPR Instructor

#### **Coordinator - Annual Appreciation Dinner/Dance**

- Chaired committee of three members
- Arranged for all activities including speaker, place, disk jockey, program participants, political participants, etc.
- Gathered necessary information & prepared all programs to include style design, typing, layout, printing & assembling
- Prepared all tickets to include style design, typing, layout, printing & assembling
- Arranged all fund raising & other financial aspects



## **Judy H. Witterstaeter**

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**From:** Jeanette Moore [ditchdok1@att.net]  
**Sent:** Friday, September 02, 2016 3:37 PM  
**To:** Judy H. Witterstaeter  
**Subject:** Health Council  
**Attachments:** Ms1.docx; It is with great pleasure that I.docx

Attached are two examples of awards I have received while serving as an EMT for Escambia County Volunteer Fire Departments.

Jeanette Moore

Ms. Jean Moore has been a member of the Cantonment Volunteer Fire Department since March 1989. She has held the position of Secretary, Board of Directors for the past four years. She is also an EMT and serves as our department's medical officer and handles the purchase requests for the department. She is an American Heart CPR instructor. She has recently been appointed as the Infection Control Supervisor.

Jean expends a great deal of energy and enthusiasm in all her endeavors. She is never too busy to assist a fellow member from either our department nor from any fire department anywhere in the country. She is on call twenty-four hours a day, seven days a week and will respond to a call for assistance of any kind at a moment's notice.

Ms. Moore is well known throughout Escambia county and within the local Navy community as being associated with the fire department". She expends a great amount of time trying to recruit volunteers for all departments every where she goes. She never meets a stranger and could be known as Escambia County's ambassador of goodwill as she travels to other cities and states promoting Escambia County's Emergency Services.

Jean is a major source of information and encouragement to all our members. Many call her the firehouse "Mom" and know that they can go to her with personal or work related problems and will receive an honest response.

Ms. Moore serves as the team coordinator for the Northwest Florida Critical Incident Stress Debriefing Team and as such is in charge of arranging all debriefings, team training, etc. She speaks to fire departments in other counties to promote and recruit for CISD. She also teaches CISD to each Naval Hospital EMT class. When an emergency arises and no-one else is available, she takes time off from her full time job to ensure that help is there when needed.

More recently she has once again taken on the task of coordinating the 6th annual competition. The competition which was scheduled for October had to be canceled at the last minute. Jean received a telephone call from Chief Garrett the morning before the scheduled event and proceeded to take vacation time from work so that she could come to the fire department immediately and start working on canceling the competition. She wrote letters to all the department Chiefs apologizing for the lack of organization and then spoke to the Association at their next meeting asking for assistance from other departments to re-establish the committee and schedule the competition for another date. Once again, she proved that she is there when needed.

Jean is a First Responder Instructor and has trained several department's members. A lot of time and energy is spent preparing each class and scheduling student rides with EMS, etc. She travels wherever she is needed in the county using her own private vehicle to ensure that those wanting to learn have the opportunity.

Her accomplishments and willingness to help in any capacity make her deserving of Fire Services Support Person of the Year for Escambia County. She is a source of

stability and her initiative and abilities are in keeping with the highest traditions of the fire service. Her many contributions to the county of long hours of dedicated work are a beautiful example of unselfish love for her fellow man.

It is with great pleasure that I, as Chief of the Cantonment Volunteer Fire Department, nominate Jeanette M. Moore for the Chief Robert W. Little, Jr. Humanitarian Award. Jean is the backbone of the administrative functions of this department. Enclosed is a list of numerous functions and tasks she completes, not only for Cantonment but for other departments as well. She is well organized and dedicated to the fire service. Jean maintains a full time job in addition to seeking higher education through an external degree program in Prehospital medicine and spends many hours of her time providing help and assistance to numerous fire departments in the county on a variety of issues. She readily volunteers to assist other fire departments with their specific problems. Numerous county fire chiefs call her for information on bloodborne pathogens and the criteria for training members on how to prevent exposures. As former team leader for our local Critical Incident Stress Debriefing team she has spent many a night with a group of firefighters returning from a difficult alarm offering her listening ear and a warm shoulder to lean on in their time of need, reporting to her paid job directly from the fire station. Her number one priority is the safety and welfare of our county's firefighters. There are 16 volunteer fire departments in Escambia County and they all know they can rely on Jean to assist when needed.

Volunteer service is not new to Jean. As far back as high school in 1964 she volunteered as a "Candy Striper" at her local community hospital. She has continued to serve every community she has lived in by volunteering her time. She has assisted in planning and umpiring little league baseball programs, served rape victims in their time of need as a volunteer rape crisis counselor on call 24 hours a day, served on drug prevention committees for our youth through the Chemical People Project, served as Chairperson of the Board of Directors for a family outreach program where she visited homes of suspected abused children and assisted parents with dealing with the stresses that caused them to become abusive. Jean served on various other committees such as the local middle school principal's advisory committee, the Escambia County Sheriff's citizen advisory committee (all volunteer duties) in an advisory capacity. Jean has received several letters of appreciation from various communities.

Specific duties she performs for our fire department include - Medical Captain supervising all medical personnel assigned; determining the need for & ordering all medical supplies; ensuring that all credentials are kept current such as CPR, AED, EMT, Paramedic; composing policies and procedures as pertains to medical; assuming ultimate responsibility for medical rescue squad and personnel assigned to the truck; assuring proper training of all medical personnel in new procedures and policies; acting as the liaison between the department and Emergency Medical Services. Infection Control Officer assuming full responsibility for ensuring OSHA policies and procedures of infection control; ensuring that all members are inoculated against Hepatitis-B virus; composing policies and procedures as pertains to infection control; liaison between department and physician contracted to perform incident follow-up; member of the county infection control committee. Budget Officer ensuring that all purchase orders and vouchers are complete and submitted in a timely manner; ensuring that monies are sufficient to cover the cost of purchase orders and vouchers; ensuring that department records balance with county comptroller office monthly; ensuring that President/Chief officer staff has current status on county appropriated funds. Secretary is in charge of membership for the department; maintains all records for the department; registered agent with the State of Florida for the corporation; takes minutes at all meetings; is in charge of all typing for the department; in charge of maintaining correct procedures for workers' compensation claims; composes the majority of administrative type policies

and procedures; responsible for maintaining the standard operating procedures for the operational policy book; ensures that all memos and new procedures are distributed to the appropriate persons; ensures that the insurance carrier's personnel roster is kept up to date on a continuing basis; attends consolidated county meetings in the absence of the Chief officer's staff; assembled a "top notch" Standard Operating Policy manual for the department which many other fire departments have asked for copies of; gathered information and assembled a training manual complete with lesson plans. Critical Incident Stress Team Coordinator (covers four counties in panhandle of Northwest Florida); arranged training for team members; arranged debriefings by contacting members/arranging times/places for debriefings to occur; served as the liaison between emergency agencies and the team; promoted the idea of critical incident stress debriefings by giving lectures and training classes to emergency agencies. (Ms. Moore has turned this position over to another team member as of February of this year but had performed these duties for the past three years.) Miscellaneous - serves on the department safety committee and the By-laws committee; answers alerts to both fire and medical emergencies; acts as rehab officer under the Incident Command System on fire emergency scenes; assists and arranges fund raising activities; serves as the Chairperson for the County First Responder Committee; oversees medical credential renewals for all volunteers in the county; wrote the Tuberculosis policy to be used by all county fire departments for the Association. Instructor - serves as a trainer to all infection control officers from other departments; teaches 40 hr course for First Responders and refresher classes in same; American Heart and American Red Cross CPR Instructor; responsible for training 6 new First Responder instructors for the county.

The thing that makes this nominee rise above others is her tenacity and resilience. Her demeanor both on and off the job is one of calm and assurance. She never quits any task before it is complete and correct. It would be difficult for this writer to envision a more qualified applicant for this award. To know and associate with her is an inspiration. It is a great honor to recognize one of Escambia County's finest, Jean Moore, to be a nominee for the Chief Robert W. Little, Jr. Humanitarian Award.

## **Judy H. Witterstaeter**

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**From:** Aig Unuigbe [aunuigbe@uwf.edu]  
**Sent:** Tuesday, August 30, 2016 12:17 PM  
**To:** Judy H. Witterstaeter  
**Subject:** Northwest Florida Health Council  
**Attachments:** Letter.pdf; Resume.pdf

Dear Judy Witterstaeter,

Attached are my application documents for the volunteer position with the Northwest Florida Health Council, Please let me know if there are any other requirements. Have a great day.

Best,

--

Aig Unuigbe, Ph.D.  
*Assistant Research Scientist*  
*Haas Center for Business Research and Economic Development*

**University of West Florida**  
220 W. Garden Street, Suite 304  
Pensacola, Florida 32502

**Aig Unuigbe Ph.D.  
Assistant Research Scientist  
Haas Center,  
University of West Florida**

220 W. Garden Street, Suite 304  
Pensacola, FL 32502  
316-207-6511  
aunuigbe@uwf.edu

**August 30, 2016**

**Judy Witterstaeter,  
Program Coordinator  
Board of County Commissioners  
P.O. Box 1591  
Pensacola, FL 32502**

**Dear Judy Witterstaeter,**

**I am writing to express my interest in the volunteer position with the Northwest Florida Health Council. I read the description for the position and believe I have the skills and qualities necessary for a volunteer with the council – an interest in health outcomes and the healthcare sector, knowledge of economic analysis, and extensive experience with data analysis and econometric modeling techniques. The possibility of contributing to the vital work of the council is an exciting prospect.**

**I am currently a Research Scientist with the University of West Florida Haas Center. In this position, I am involved in research on the healthcare sector in Northwest Florida as well health outcomes and policy evaluation. This work, which has involved the use of different types of data and analysis techniques, generates reports to be presented to a general audience and more detailed research articles for specialized groups. Further details can be found on my resume.**

**In addition to these skills and qualifications, I have teaching experience at the undergraduate and graduate level. I have received numerous positive reviews in my teaching capacity, which is one indication of my ability to communicate effectively to a general audience. In these positions I was able to thrive in a team environment. I worked well with my colleagues, met set deadlines and reached project milestones.**

**The potential to contribute to the work of the Northwest Florida Health Council would be rewarding and a great honor. I would welcome the chance to discuss with you further. I can be reached at 316.207.6511, or via email, at aunuigbe@uwf.edu**

**Thank you for your time.**

**Sincerely,**

**Aig Unuigbe**



## **AIG UNUIGBE**

220 W. Garden Street, Suite 304  
Pensacola, FL 32502  
316.207.6511 | aunuibge@uwf.edu

### **EDUCATION**

---

**City University of New York (CUNY) Graduate Center, New York, NY**

Ph.D. in Economics, June 2016

**City University of New York (CUNY) Graduate Center, New York, NY**

M.Phil. Economics, September 2014

**The Ohio State University, Columbus, OH**

M.A. Economics, December 2009

**Wichita State University, Wichita, KS**

B.B.A. Economics May 2008

- Awarded Summa Cum Laude Honors
- Minors in Finance and Mathematics

### **EXPERIENCE**

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#### **RESEARCH SCIENTIST**

**University of West Florida Haas Center for Business Research and Economic Development,**

Pensacola FL, July 2016-present

- Engage in economic, health, healthcare, tourism, business, and labor-related research projects
- Participate in all phases of project development including project design, proposal writing, data collection, statistical analysis and project presentation
- Collaborate on projects with other faculty at the University of West Florida as well as other Haas Center staff.
- Teach health economics and general economics courses to students at the University of West Florida

#### **GRADUATE RESEARCHER**

**City University of New York (CUNY) Graduate Center, New York, NY, 2010-June 2016**

- Applied instrumental variable econometric techniques to study the effects of public insurance eligibility on Medicaid enrollment, healthcare use and measures of health status for immigrants in the United States.
- Analyzed the effect of minimum wage increases on the healthcare use and health status of populations with varying levels of educational attainment.
- Examined the effectiveness of the Healthy Start program on infant mortality outcomes using synthetic control econometric methods.
- Co-authored an empirical analysis of the effect of informal caregiving on the future health trajectory of its providers using Hierarchical Linear Model (HLM) methods.
- Evaluated changes in the educational system of South Africa in the post-apartheid period and the effect of this educational reform on health outcomes of those affected by the reforms.

#### **INSTRUCTOR**

**York College (CUNY), Queens, NY, Fall 2011 – Spring 2016**

- Developed and taught microeconomics, macroeconomics and statistics undergraduate courses

**Brooklyn College (CUNY), Brooklyn, NY, Fall 2010 – Fall 2014**

- Developed and taught
  - Health economics courses at the graduate level to economics and public health students
  - Microeconomics and mathematical economics courses at the undergraduate level

**Queens College (CUNY), Queens, NY, Fall 2011 – Spring 2014**

- Developed and taught microeconomics, macroeconomics and statistics undergraduate courses
- Led tutoring sessions for undergraduates in economics and statistics classes

**MORTGAGE LENDING INTERN**

**Capitol Federal Savings Bank, Wichita, KS June 2008 – August 2008**

- Set up documents in anticipation of mortgage closings for various mortgage teams
- Directed new clients to appropriate mortgage team
- Eliminated backlog of mortgage documents thereby enabling easier and more efficient data retrieval

**STUDENT SUPPORT STAFF**

**Institute for Aviation Research, Wichita State University, Wichita, KS, August 2005 – May 2008**

- Fielded inquiries and provided relevant information about current research agendas as well as the appropriate individuals to contact in each department
- Recorded and maintained expense lists for various departments
- Prepared documents for other members of staff

**AWARDS AND HONORS**

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- Graduate Teaching Fellowship, CUNY Graduate Center 2011 – 2014
- College and Departmental Fellowship, The Ohio State University 2008-2009
- Dean's List, Wichita State University 2004-2008
- Magna Cum Laude Honors, Wichita State University 2008
- M. Knoch Endowed Scholarship, Wichita State University 2007

**CONFERENCE PARTICIPATION**

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- Attended and presented research at the New York State Economic Association (NYSEA) annual meeting in 2014 and 2015
- Poster presentation at the 2015 Gerontological Association of America (GSA) annual meeting
- Attended the summer institutes for the National Bureau of Economic Research (NBER) where the latest economic research and techniques were discussed

**ADDITIONAL SKILLS**

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Software: Stata, Eviews, SAS, Microsoft Office (Word, PowerPoint, Excel), LaTeX

**Judy H. Witterstaeter**

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**From:** Aig Unuigbe [aunuigbe@uwf.edu]  
**Sent:** Tuesday, August 30, 2016 12:17 PM  
**To:** Judy H. Witterstaeter  
**Subject:** Northwest Florida Health Council  
**Attachments:** Letter.pdf; Resume.pdf

Dear Judy Witterstaeter,

Attached are my application documents for the volunteer position with the Northwest Florida Health Council, Please let me know if there are any other requirements. Have a great day.

Best,

--

Aig Unuigbe, Ph.D.  
*Assistant Research Scientist*  
*Haas Center for Business Research and Economic Development*

**University of West Florida**  
220 W. Garden Street, Suite 304  
Pensacola, Florida 32502

**Judy H. Witterstaeter**

---

**From:** dtrocki@panhandle.rr.com  
**Sent:** Friday, September 02, 2016 1:22 PM  
**To:** Judy H. Witterstaeter  
**Attachments:** Northwest florida Health Council.docx

Attached is my application for Northwest Florida health council.  
Deborah Trocki, MSW

September 2, 2016

Judy Witterstaeter, Program Coordinator

Board of County commissioners

PO Box 1591

Pensacola, FL 32502

Dear Ms. Witterstaeter,

I am applying for a volunteer position with the Northwest Florida Health Council. I have been a resident of Escambia County since 1988 and have served in many capacities as a healthcare professional.

2.5 years with the VA healthcare as a social worker,  
12 years as the director of the Escambia County Healthy Start Coalition,  
5 years as the Executive Director of the Community Health Purchasing Alliance,  
5 years as the Program Administrator for Medicaid for District One,  
1 year as a Data Analyst with Emergency Medical Services in Tallahassee,  
5 years as Associate Administrator of psychiatric hospitals, and  
7 years as Program Administrator for psychiatric programs.

I have a MSW from University of Pittsburgh and am currently retired and looking for a way to support my community. I can be reached at 850-698-6485 or email at [dtrocki@panhandle.rr.com](mailto:dtrocki@panhandle.rr.com). I currently reside at 7245 Chestnut Road, Molino, FL 32577 with Steve Barry as my county commissioner.

Sincerely,

Deborah Trocki

Judy H. Witterstaeter

---

**From:** Community & Media Relations  
**Sent:** Friday, August 19, 2016 4:32 PM  
**To:** Judy H. Witterstaeter  
**Subject:** Volunteers Sought for the Northwest Florida Health Council



[Click HERE to View in Browser](#)

## Volunteers Sought for the Northwest Florida Health Council

Published Aug 19, 2016

The Escambia County Board of County Commissioners, or BCC, is seeking Escambia County residents interested in volunteering to be considered for appointments to the Northwest Florida Health Council, also known as the Northwest Florida Big Bend Health Council.

Escambia County residents interested in serving on the Northwest Florida Health Council are asked to submit a resume and letter indicating their desire to serve by the close of business on Friday, Sept. 2. Resumes should be submitted to Judy Witterstaeter, Program Coordinator; Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502, or emailed to [jhwitter@myescambia.com](mailto:jhwitter@myescambia.com).

**Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.**

### **NORTHWEST FLORIDA HEALTH COUNCIL, ALSO KNOWN AS THE NORTHWEST FLORIDA BIG BEND HEALTH COUNCIL**

Pursuant to Florida Statute 408.033, this local health council was established in accordance with the Health Facilities and Services Development Act as a private nonprofit organization serving Escambia, Okaloosa, Santa Rosa and Walton counties. The council serves to assist the state of Florida with planning for health facilities and services, providing a health data repository and helping counties and local communities to obtain better health care. Based on a rotating formula, the Escambia County Board of County Commissioners appoints six members to the council.

Local health councils develop district health plans containing data, develop hospital and nursing home utilization reports for the Agency for Health Care Administration, and provide analysis and recommendations that relate to health care status and needs in the community. The recommendations are designed to improve access to health care, reduce disparities in health status, assist state and local governments in the development of sound and rational health care policies and advocate on behalf of the underserved.

The council meets once per quarter or at the call of the president and chief operating officer. Meetings typically begin at 12:15 p.m. and last one to 1 1/2 hours.

**Qualifications:** The appointees shall be representatives of health care providers, health care purchasers and nongovernmental health care consumers, but not excluding elected government officials. The members of the consumer group shall include a representative number of persons over 60 years of age. A majority of council members shall consist of health care purchasers and health care consumers. Each member shall serve a two-year term effective Oct. 1 of the appointment year and ending Sept. 30 of the year the term expires.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11083**

**County Administrator's Report 17. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 10/20/2016

**Issue:** Longleaf Drive Capacity Project Resolution

**From:** Joy D. Blackmon, P.E., Director

**Organization:** Public Works

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Florida Department of Transportation Fiscal Year 2017-2021 Five-Year Work Program for the Longleaf Drive Capacity Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Rescind the Board's action of May 19, 2016, adopting and authorizing the Chairman to sign the Resolution (R2016-62) supporting the proposed amendments to the Florida Department of Transportation (FDOT) Five-Year Fiscal Year 2017-2021 Work Program for the Longleaf Drive Capacity Project (Project #4210143); the proposed amendments are to extend the project limits from Pine Forest Road east to Wymart Road to Pine Forest Road east to Kemp Road, and to amend the actual programmed project phase from construction to design and right-of-way in Fiscal Year 2017; and

B. Adopt and authorize the Chairman to sign the Resolution supporting an amendment to the Florida Department of Transportation's (FDOT's) Five-Year Fiscal Year 2017-2021 Work Program for the Longleaf Drive Capacity Project (Project #4210143) to extend the eastern project limits from Wymart Road to Kemp Road, and to defer the programmed project phase for construction until FDOT's Fiscal Year 2018 budget cycle.

[Funding: Project funds are allocated in LOST III, and the deferral of the programmed construction phase will allow the County to utilize State of Florida Transportation Regional Incentive Program (TRIP) funds on Longleaf Drive]

### **BACKGROUND:**

On May 19, 2016, the Board of County Commissioners adopted and authorized the Chair to sign the Resolution (R2016-62), supporting proposed amendments to the Florida Department of Transportation Five-Year Fiscal Year 2017-2021 Work Program for the Longleaf Drive Capacity Project (Project #4210143). The proposed amendments were to extend the project limits - from Pine Forest Road east to Wymart Road - further

east, to Kemp Road, and to amend the actual programmed project phase from construction to design and right-of-way in Fiscal Year 2017.

After recent conversations with FDOT staff regarding the future programming of this project, it has been determined that the County should rescind Resolution R2016-62 and replace it with the current proposed Resolution, which has been amended for clarity. The amendments in the proposed Resolution will allow the County the ability to progress with the project design and right-of-way phases, and upon completion of those phases, will allow FDOT to properly program the construction phase.

The County initiated the Pinestead-Longleaf Capacity Project in 2005 in order to add necessary capacity to the two roadway segments from Pine Forest Road to US 29 to mitigate for future traffic congestion, provide safety improvements, and provide an effective east-west connector for motorists. The project has received PD&E approval, and is currently at 60% design. Following the April 2014 flood event and the subsequent jail explosion, the County placed the project on hold due to the need of re-allocating county resources to the FEMA repair projects. However, the County is ready to complete the design and real estate acquisition phase for the Pine Forest Road to Kemp Road portion in order to move into the construction phase.

**BUDGETARY IMPACT:**

Project funds are allocated in LOST III, and the deferral of the programmed construction phase will allow the County to utilize State of Florida Transportation Regional Incentive Program (TRIP) funds on Longleaf Drive.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolution.

**PERSONNEL:**

No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval of the Resolution, Escambia County Public Works staff will transmit a certified copy of the Resolution to FDOT for consideration.

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**Attachments**

Longleaf Reso 051916

BCC Mins 051916

Resolution

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5/19/2016 CALI-S

RESOLUTION NUMBER R2016- 62

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING AMENDMENTS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FISCAL YEAR 2017-2021 FIVE-YEAR WORK PROGRAM REGARDING THE LONGLEAF DRIVE CAPACITY PROJECT (PROJECT #4210143); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners understands the regional importance of the Longleaf Drive Capacity Project (hereinafter referred to as the "Project"); and

WHEREAS, the Longleaf Drive Capacity Project will alleviate traffic congestion and provide operational improvements to the corridor from SR 297 (Pine Forest Road) east to Wymart Road; and

WHEREAS, the proposed Project will include widening the roadway to accommodate four (4) travel lanes and the construction of certain transportation multi-modal enhancements; and

WHEREAS, the Board of County Commissioners requests that the Florida Department of Transportation (FDOT) approve proposed amendments to the FDOT Fiscal Year 2017-2021 Five-Year Work Program; and

WHEREAS, the requested amendments would extend the Project limits from Pine Forest Road to Wymart Road (.999 miles) to Pine Forest Road to Kemp Road to include the necessary replacement of the bridge 400 feet east of Wymart Road, and revise the programmed Project phase from "construction" to "design and right-of-way" during the FDOT's Fiscal Year 2016/17 budget cycle; and

WHEREAS, the requested amendments extending the Project limits would also amend the project limits for the Pinestead Drive Capacity Project (Project #4210141) from US 29 west to Wymart Road to US 29 west to Kemp Road.

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 hereby supports the requested amendments to the FDOT Fiscal Year 2017-2021 Five-Year Work Program.

**SECTION 3.** That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this 19th day of May 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman

Date Executed

5/20/2016

ATTEST: Pam Childers  
Clerk of the Circuit Court

Pam Childers  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title:  
Date:

Schuyler Act  
5/19/16



## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

### COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

#### I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

##### 1-10. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, approving Consent Agenda Items 1 through 10, as follows, with the exception of Item 8, which was held for a separate vote, as amended to drop Item 7: ►

1. Approving the *Request for Disposition of Property* Form for the Public Safety Department, for property which is described and listed on the Disposition Form, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.
2. Approving the *Request for Disposition of Property* Form for the Office of the Supervisor of Elections, for property which is noted on the provided Description List; the property is to be auctioned as surplus or disposed of properly.
3. Approving the *Request for Disposition of Property* Form for the Corrections Department, for property which is described and listed on the Disposition Form, with reasons for disposition stated, along with a vehicle evaluation Memorandum from the Fleet Department; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.
4. Accepting for filing with the Board's Minutes, the May 5, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.
5. Adopting, and authorizing the Chairman to sign, the Resolution (R2016-62) supporting the proposed amendments to the Florida Department of Transportation Five-Year Fiscal Year 2017-2021 Work Program for the Longleaf Drive Capacity Project (Project #4210143); the proposed amendments are to extend the project limits from Pine Forest Road east to Wymart Road to Pine Forest Road east to Kemp Road, and to amend the actual programmed project phase from construction to design and right-of-way in Fiscal Year 2017.

**RESOLUTION NUMBER R2016-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING AN AMENDMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FISCAL YEAR 2017-2021 FIVE-YEAR WORK PROGRAM REGARDING THE LONGLEAF DRIVE CAPACITY PROJECT (PROJECT #4210143); PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners understands the regional importance of the Longleaf Drive Capacity Project (hereinafter referred to as the "Project"); and

**WHEREAS**, the Longleaf Drive Capacity Project will alleviate traffic congestion and provide operational improvements to the corridor from SR 297 (Pine Forest Road) east to Wymart Road; and

**WHEREAS**, the proposed Project will include widening the roadway to accommodate four (4) travel lanes and the construction of certain transportation multi-modal enhancements; and

**WHEREAS**, the Board of County Commissioners requests that the Florida Department of Transportation (FDOT) approve an amendment to the FDOT's Fiscal Year (FY) 2017-2021 Five-Year Work Program; and

**WHEREAS**, the requested amendment would extend the Project limits from Pine Forest Road to Wymart Road (.999 miles) to Pine Forest Road to Kemp Road to include the necessary replacement of the bridge 400' east of Wymart Road, and defer the programmed Project phase for construction until FDOT's FY 2018 budget cycle; and

**WHEREAS**, the requested amendment extending Project limits would also amend the project limits for the Pinestead Drive Capacity Project (Project #4210141) from US 29 west to Wymart Road to US 29 west to Kemp Road.

**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 hereby supports the requested amendment to the FDOT's FY2017-2021 Five-Year Work Program.

**SECTION 3.** That this Resolution shall take effect upon adoption by the Board of County Commissioners.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: Kelly A. Aca  
Date: 10/16/16



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11187

County Administrator's Report 17. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2016

Issue: Waste Services - Request for Disposition of Property

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the three Request for Disposition of Property Forms for the Waste Services Department, for three modular desk units (Form 1); a roll-off container, freon recovery system, and a portable air compressor (Form 2); and, three ECivis grant licenses (Form 3). All property is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Requests for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

### **BUDGETARY IMPACT:**

Possible recoup of funds if/when property goes to auction.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**



This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2 Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

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**Attachments**

Disposition of Property Form 1

Disposition of Property Form 2

Disposition of Property Form 3

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**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services

COST CENTER NO: Multiple

Susan Holt

DATE: September 27, 2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Susan R Holt

Phone No:

595-4579

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57278	Modular Desk Unit	n/a	n/a	2008	good
Y	57279	Modular Desk Unit	n/a	n/a	2008	good
Y	57280	Modular Desk Unit	n/a	n/a	2008	good

Disposal Comments: Desk Units are not needed for use by Waste Services Department. Suitable for auction.

INFORMATION TECHNOLOGY (IT Technician):

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: 9/27/16

FROM: Escambia County Department Director (Signature):

P.A.

Director (Print Name):

Patrick Johnson

**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. rev. sh 11.19.13

**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services

COST CENTER NO: Multiple

Susan Holt

DATE: September 27, 2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Susan K Holt

Phone No:

595-4579

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	44308	21 Cubic Yd Roll-Off Container	58780	R2242	1996	poor
N	50851	Freon Recovery System	n/a	n/a	2002	poor
N	52316	Portable Air Compressor	82571	3G3HHL	2003	poor

Disposal Comments: All items listed are beyond repair and are of no further use to the County; neither are they  
suitable for auction or donation.

INFORMATION TECHNOLOGY (IT Technician):

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: 9/27/16

FROM: Escambia County Department Director (Signature):

P.J.

Director (Print Name): Patrick Johnson

**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.

rev. sh 11.19.13



TO: Clerk & Comptroller's Finance Department  
FROM: Disposing Department: Waste Services COST CENTER NO: 230301  
Susan Holt DATE: September 27, 2016  
Property Custodian (PRINT FULL NAME)  
Property Custodian (Signature): Susan R Holt Phone No: 595-4579

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	N401001-000	Grants Network Master License	n/a	ECivis	2010	n/a
N	N401001-002	Grants Network Master License	n/a	ECivis	2011	n/a
N	N401001-003	Grants Network Master License	n/a	ECivis	2013	n/a

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

FROM: Escambia County Department Director (Signature): 

Meeting Date: \_\_\_\_\_

Pam Childers, Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk)

by: \_\_\_\_\_

Print Name	Signature	Date

Date \_\_\_\_\_

## Susan R. Holt

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**From:** Kara Cowen (COC)  
**Sent:** Monday, September 26, 2016 8:15 AM  
**To:** Susan R. Holt  
**Cc:** Sharon Harrell (COC); John Huddleston (COC); Beth Parker (COC)  
**Subject:** RE: Grants Network Master License for Solid Waste

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Morning Susan,

Would you be so kind and do a disposition to dispose of the software? (PN N401001-000, N401001-00~~1~~<sup>2</sup> & N401001-00~~2~~<sup>3</sup>)

Thank you for your assistance and have a great day!

### **Kara Cowen, Financial Reporting/Grants**

Pam Childers, Clerk of the Circuit Court & Comptroller  
First Judicial Circuit, Escambia County  
221 Palafox Place, Suite 130  
Pensacola, FL 32502  
850-595-4830  
[kcowen@escambiaclerk.com](mailto:kcowen@escambiaclerk.com)  
[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

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**From:** Susan R. Holt  
**Sent:** Saturday, September 24, 2016 3:36 PM  
**To:** Kara Cowen (COC)  
**Cc:** Denee M. Rudd; Sharon Harrell (COC); John Huddleston (COC)  
**Subject:** Re: Grants Network Master License for Solid Waste

No we aren't using that any more

Sent from my iPhone

On Sep 24, 2016, at 9:49 AM, Kara Cowen (COC) <[KCOWEN@escambiaclerk.com](mailto:KCOWEN@escambiaclerk.com)> wrote:

Hi Susan/Denee,

Is Solid Waste is still using the **Grants Network Master Software**?? We have three (3) years of license fees for Intangible Fixed Assets for each year 2010, 2011 & 2012 each @\$5,000 per year totaling \$15,000 that has been fully depreciated. See Fixed Asset Details and the last payment of \$5,000.

Thank you for your assistance and have a great day!

### **Kara Cowen, Financial Reporting/Grants**

Pam Childers, Clerk of the Circuit Court & Comptroller  
First Judicial Circuit, Escambia County  
221 Palafox Place, Suite 130  
Pensacola, FL 32502



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11183

County Administrator's Report 17. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/20/2016

Issue: Community Redevelopment Agency Meeting Minutes, September 22, 2016

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 22, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 22, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

#### **BACKGROUND:**

On October 20, 2016 the CRA meeting was convened to consider approval of multiple agenda items.

#### **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

#### **PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

It is policy that all Board Minutes be approved by the CRA Board.

#### **IMPLEMENTATION/COORDINATION:**

There are no implementation or coordination tasks associated with this recommendation.

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### **Attachments**

CRAMinutes September2016

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**MINUTES**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**September 22, 2016**  
**9:00 a.m.**

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**BOARD CHAMBERS, FIRST FLOOR,**  
**ERNIE LEE MAGAHA GOVERNMENT BUILDING**  
**221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Lumon May, Commissioner, District 3 - Chairman  
Wilson Robertson, Commissioner, District 1  
Grover Robinson, IV, Commissioner, District 4  
Steven Barry, Commissioner, District 5

Absent: Doug Underhill, Commissioner, District 2

Staff Present: Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Amy Lovoy, Assistant County Administrator  
Chip Simmons, Assistant County Administrator  
Tonya Gant, Department Director  
Clara Long, Division Manager  
Melanie Johnson, Administrative Assistant  
Judy Whitterstaeter, Agenda Program Coordinator

Call to Order. **9:01 a.m.**

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)**

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson, IV

**Vote: 4 - 0**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson, IV

**Vote:** 4 - 0

## **I. Public Forum**

## **II. Technical/Public Service**

- 1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 18, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 18, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson, IV

**Vote:** 4 - 0

- 2 Recommendation Concerning to Schedule and Advertise a Public Hearing to adopt the Ensley Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to schedule and advertise a Public Hearing for Thursday, October 20, 2016 at 5:32 p.m., for consideration to adopt an Ordinance of Escambia County, Florida relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Ensley Redevelopment District projects; providing for short title; Providing for legislative findings; Providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date.

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson, IV

**Vote:** 4 - 0

- 3 Recommendation Concerning to Schedule and Advertise a Public Hearing to Consider Adoption of the Atwood Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to schedule and advertise a Public Hearing for Thursday, October 20, 2016 at 5:34 p.m., for consideration to adopt an Ordinance of Escambia County, Florida relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida

Statutes, for Atwood Redevelopment District projects; providing for short title; providing for legislative findings; providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 1 Wilson Robertson

**Vote:** 4 - 0

4 Recommendation Concerning to Schedule and Advertise a Public Hearing to Consider Adoption of the Ensley Redevelopment Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to schedule and advertise a Public Hearing for Thursday, October 20, 2016 at 5:31 p.m., to consider adoption of the Ensley Redevelopment Plan, as requested by the Community Redevelopment Agency.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 1 Wilson Robertson

**Vote:** 4 - 0

5 Recommendation Concerning to Schedule and Advertise a Public Hearing to Consider Adoption of the Atwood Redevelopment Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to schedule and advertise a Public Hearing for Thursday, October 20, 2016 at 5:33 p.m., for consideration to adopt the Atwood Redevelopment Plan, as requested by the Community Redevelopment Agency.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 1 Wilson Robertson

**Vote:** 4 - 0

### **III. Budget/Finance**

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following five Residential Rehab Grant Program Funding and

## Lien Agreements:

1. The Agreements between Escambia County CRA and Anne G. McIntosh, owner of residential property located at 219 Bryant Road, Warrington Redevelopment District, each in the amount of \$2,431 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and install new windows;
  2. The Agreements between Escambia County CRA and Michael Bosso, owner of residential property located at 116 South 2nd Street, Warrington Redevelopment District, each in the amount of \$507 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
  3. The Agreements between Escambia County CRA and Vera R. Costello, owner of residential property located at 211 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,762 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
  4. The Agreements between Escambia County CRA and Euletta Spatz, owner of residential property located at 406 Labree Road, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows;
  5. The Agreements between Escambia County CRA and Michael and Melissa Pino, owner of residential property located at 415 Southeast Baublits Drive, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;
- B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 1 Wilson Robertson

**Vote:** 4 - 0

2      Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 2801 West Jackson Street - Tonya Gant, Neighborhood & Human Services Department Director

That the Board rescind, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of July 19, 2016, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 2801 West Jackson Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, owners of residential property located at 2801 West Jackson Street, Brownsville Redevelopment District, each in the amount of \$4,090, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for a new roof installation; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 1 Wilson Robertson

**Vote:** 4 - 0

3      Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 1703 Gary Avenue - Tonya Gant, Neighborhood & Human Services Department Director

That the Board rescind, due to the owner's request to terminate the Funding and Lien Agreements, the following Board's action of May 19, 2016, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1703 Gary Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Carol L. Wilson, owner of residential property located at 1703 Gary Avenue, Brownsville Redevelopment District, each in the amount of \$2,844, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for a new roof installation; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 1 Wilson Robertson

**Vote:** 4 - 0

4 Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 314 South Navy Boulevard, Suite "A" - Tonya Gant, Neighborhood and Human Services Department Director

That the Board take the following action concerning the Commercial Sign Grant Program Funding Agreement for the property located at 314 South Navy Boulevard, Suite "A":

A. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and The Burger Factory , owner of commercial property located at 314 South Navy Boulevard, Suite "A", Pensacola, Florida, in the Warrington Redevelopment District, in the amount of \$2,000, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 370214, Object Code 58301, to install new sign; and

B. Authorize the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 1 Wilson Robertson

**Vote:** 4 - 0

5 Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 8677 North Old Palafox:

A. Approve the following Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for property located at 8677 North Old Palafox:

1. The Agreements between Escambia County CRA and Basic Chemicals, Inc, owner of commercial property located at 8677 North Old Palafox, Pensacola, Florida, in the Ensley Redevelopment District, each in the amount of \$3,455 representing an in-kind match through the Neighborhood Enterprise Division (NED), 2009 CDBG Cost Center 370212, and 2010 CDBG Cost Center 370214, Object Code 58301, for architectural restoration and exterior painting; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 1 Wilson Robertson

**Vote:** 4 - 0

6 Recommendation Concerning the Cancellation of Four Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of four Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year compliance Grant requirements:

<u>Property Owner</u>	<u>Address</u>	<u>Amount</u>
Raymond A. and Sheryl Canevari	324 East Sunset Avenue	\$4,550
Ted R. and Anita L. Corbin	421 Baublits Court	\$2,075
Derryl D. Kidder	4 Audusson Avenue	\$2,250
Mary L. Matthews	3413 West Maxwell Street	\$3,569

B. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 1 Wilson Robertson

**Vote:** 4 - 0

7 Recommendation Concerning the Cancellation of Commercial Façade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancelation of the Commercial Façade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following Cancellations of Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

<u>Property Owner</u>	<u>Address</u>	<u>Amount</u>
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Rocky's Collision Center, Inc.	416 West Herman Street	\$3,615
Rocky's Collision Center, Inc.	450 West Herman Street	\$5,130

B. Authorize the Chairman to execute the Cancellation of Lien document.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by  
Commissioner, District 1 Wilson Robertson

**Vote:** 4 - 0

#### **IV. Discussion/Information Items**

Adjournment. **9:07 a.m.**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11209**

**County Administrator's Report 17. 9.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 10/20/2016

**Issue:** Pensacola Bay Bridge Maintenance of Traffic Plan

**From:** Joy D. Blackmon, P.E., Director

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Pensacola Bay Bridge Maintenance of Traffic Plan/Bridge Deck Width - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the Chairman to sign a letter to the Florida Department of Transportation concerning the Pensacola Bay Bridge Maintenance of Traffic Plan/bridge deck width, requesting consideration that the design for the Maintenance of Traffic plan be modified.

### **BACKGROUND:**

The design of the Pensacola Bay Bridge has begun, and a major aspect of the design is the Maintenance of Traffic (MOT) plan, as the smooth movement of traffic along the corridor during construction is very important for the safety of our residents and visitors. In discussions with Florida Department of Transportation (FDOT) staff, it has come to our attention that the MOT for the design concept selected by FDOT could have major impacts on the ability of emergency vehicles to cross the bridge or to respond to incidents on the bridge. Upon completion of the first bridge, all traffic will be shifted to the new structure as the original bridge is demolished and the second span constructed. The scope for this project originally stated proposals would include vehicle refuge lanes in the MOT on the first bridge, and conditions better than those currently on the existing bridge, which currently has two 11' travel lanes and a 6' shoulder. The actual MOT drawings do not meet the original scope requirement and could have a major negative impact on incident management on the bridge as well as emergency vehicles crossing the bridge.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Letter

Attachment 1 - diagram

Attachment 2-memo from Public Safety Director

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



Wilson B. Robertson  
District One

Douglas B. Underhill  
District Two

Lumon May  
District Three

Grover C. Robinson, IV  
District Four

Steven Barry  
District Five

221 Palafox Place, Suite 400  
P. O. Box 1591  
Pensacola, Florida 32591-1591

Telephone (850) 595-4902  
Toll Free (866) 730-9152  
Telefax (850) 595-4908  
(Suncom) 695-4902

October 13, 2016

The Honorable Secretary Jim Boxold  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

The Honorable Secretary Tommy Barfield  
Highway 90 East  
Chipley, Florida 32428-0607

RE: Pensacola Bay Bridge

Gentlemen:

Escambia County is excited about all of the transportation projects beginning construction in Northwest Florida. The support of Secretary Barfield and yourself has been tremendous and has allowed us to meet the transportation needs of growth in our area. I am writing you today to discuss one of those projects, perhaps the largest ever in Northwest Florida.

The Pensacola Bay Bridge replacement is important to the entire region serving major east/west transportation needs along the coast. The smooth movement of traffic along the corridor during construction is very important for the safety of our residents and visitors.

In discussions with FDOT staff, Escambia County was recently made aware that the construction progression of the Pensacola Bay Bridge could place Public Safety access in a compromised position. It appears that the construction width of the southbound bridge will not include the Pedestrian portion at the same level, meaning the first bridge will be four feet narrower than the existing bridge. Our concern is the main portion of the bridge deck will not be wide enough for 2 lanes of traffic as well as a minimum 8' emergency lane in each direction (see diagram, attachment 1). We share the FDOT goals for Public Safety. Attached is a memo from the Director of Public Safety outlining his concerns (attachment 2).

It was our understanding the scope for this project originally stated that proposals were required to provide vehicle refuge lanes during the MOT on the first bridge providing an improved condition than we currently have (two 11' travel lanes and a 6' shoulder). The MOT drawings we have seen do not seem to meet the original scope requirement presented to local governments and could have a major negative impact on incident management on the bridge as well as emergency vehicles crossing the bridge.

Please evaluate to determine a better way to implement safety in this first southbound bridge. Any help, including the emergency management staff, we can provide is available upon request

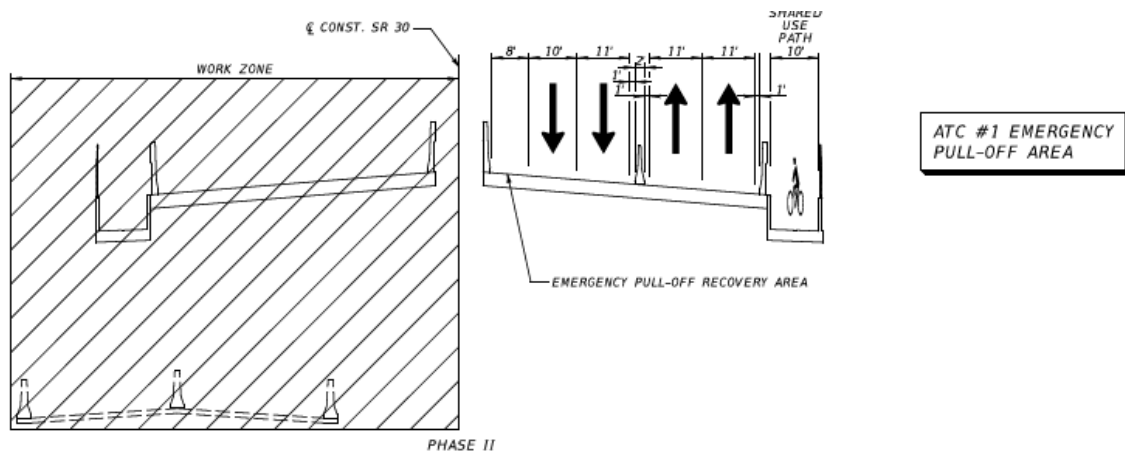
Again, we realize there are no easy answers and we are excited about the new bridge and the new bridge team. However we cannot sacrifice safety, especially in the interim use. We appreciate everything the Department has done for Northwest Florida and look forward to working with your staff to get the best remedy for this issue.

Thank you for your time and assistance.

Sincerely,

Grover C. Robinson, IV  
Escambia County Commissioner  
District 4

CC: The Honorable Phillip Gainer, Interim Secretary, District 3  
The Honorable Ashton Hayward, Mayor, City of Pensacola  
The Honorable Lane Lynchard, Chairman, Santa Rosa County Commission  
The Honorable Matt Dannheisser, Mayor, Gulf Breeze



Attachment 1




Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director  
Public Safety Department



**MEMORANDUM**

**To:** Joy Blackmon, Public Works Director  
**FROM:** Mike Weaver, Director   
**DATE:** 10/12/2016  
**RE:** Pensacola Bay Bridge

I have been made aware that the construction progression of the Pensacola Bay Bridge will place Public Safety access in a compromised position. I understand that the construction width of the southbound bridge will not be able to utilize the pedestrian portion of the bridge and therefore will not be able to handle 4 lanes of traffic and a minimum of 8' emergency lanes in each direction. I understand that it would be like this while the northbound bridge is being constructed (likely to be 1.5 to 2 years).

We are very concerned for access to public safety vehicles during this timeframe. If only one emergency lane is provided this would greatly restrict access to the opposing traffic. If the emergency lane was alternated incrementally along the length of the bridge, then access from one end of the bridge to the other would be greatly restricted, as there would only be an incremental emergency lane provided with no way to get to the opposing traffic's emergency lane or for the vehicles to pull to the side where there is no emergency lane.

Please reconsider the provision of emergency lanes in both directions for the sake of the motoring public. Thank you in advance for your consideration.

Attachment 2





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11117

County Administrator's Report 17. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Recommendation to approve Contract between Board of County Commissioners and Florida Department of Health in Escambia County 2016/17

From: John J. Lanza, MD, PhD, MPH, FAAP, Director

Organization: Florida Dept. of Health in Esc. Co.

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2016-2017:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the Contract year of October 1, 2016, through September 30, 2017; and

B. Authorize the Chairman to sign the Resolution and the Contract.

#### **BACKGROUND:**

Annually, the Escambia County Board of County Commissioners and the State of Florida, Department of Health enter into a contract for the operation of the Escambia County Health Department, as authorized by Florida Statutes, Chapter 154.

#### **BUDGETARY IMPACT:**

The Escambia County Board of County Commissioners agrees to appropriate \$337,649 to Escambia County Health Department for the fiscal year October 1, 2016 through September 30, 2017.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Section 154.01 Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary care for special populations...The Department of Health shall enter into contracts with several counties for the purposes of this part."

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

This recommendation requires the approval of the recommended Resolution and requires that the Board Chairman sign the attached contract.

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**Attachments**

Resolution

Contract

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Resolution Number R2016-\_\_\_\_\_

**A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF CERTAIN MEDICAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into a contractual agreement for the provision of certain medical services with the State of Florida, Department of Health, Escambia County Health Department; and

**WHEREAS**, the Board of County Commissioners has considered the contract by and between the Escambia County Health Department and the Escambia County Board of County Commissioners and has determined the contract to be reasonable; and

**WHEREAS**, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County that this contract be approved.

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

**Section 1.** That the attached contract dated October 1, 2016, between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department hereby is approved as presented.

**Section 2.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

\_\_\_\_\_  
**Deputy Clerk**

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACT BETWEEN  
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF THE  
ESCAMBIA COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 2016-2017**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Escambia County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2016.

**RECITALS**

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Escambia County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2016, through September 30, 2017, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. **FUNDING.** The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed \$8,133,084 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed \$337,649 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund  
Escambia County  
1295 W. Fairfield Drive  
Pensacola, FL 32501

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year *(This is the standard quality assurance "County Health Profile" report located on the Division of Public Health Statistics and Performance Management Intranet site)*.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such

compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i. The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Escambia County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been



credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2017 for the report period October 1, 2016 through December 31, 2016;
- ii. June 1, 2017 for the report period October 1, 2016 through March 31, 2017;
- iii. September 1, 2017 for the report period October 1, 2016 through June 30, 2017; and
- iv. December 1, 2017 for the report period October 1, 2016 through September 30, 2017.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract 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 contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2017, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Cynthia Rhodes  
Name  
Finance & Accounting Director  
Title

For the County:

Stephan Hall  
Name  
Budget Manager  
Title

1295 W. Fairfield Drive

Pensacola, FL 32502

Address

(850) 595-6417 X2100

Telephone

221 Palafox Place

Pensacola, FL 32502

Address

(850) 595-4954

Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1<sup>st</sup> day of October, 2016.

**BOARD OF COUNTY COMMISSIONERS  
FOR ESCAMBIA COUNTY**

SIGNED BY: \_\_\_\_\_

NAME: Grover C. Robinson, IV

TITLE: Chairman Escambia County BOCC

DATE: \_\_\_\_\_

ATTESTED TO:

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form and legal sufficiency:

SIGNED BY: Kristen Hual

NAME: \_\_\_\_\_

TITLE: ACA

DATE: 8/29/16

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

SIGNED BY: Celeste Philip

NAME: Celeste Philip, MD, MPH

TITLE: Surgeon General and Secretary

DATE: 9/19/16

SIGNED BY: John J. Lanza

NAME: John J. Lanza, MD, PhD, MPH, FAAP

TITLE: CHD Director

DATE: 08/16/16

SIGNED BY: Rodney Johnson

NAME: Rodney Johnson

TITLE: Chief Counsel NW Law Office FDOH

DATE: 8-16-2016

**ATTACHMENT I**  
**ESCAMBIA COUNTY HEALTH DEPARTMENT**  
**PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING**  
**COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS**

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

## ATTACHMENT I (Continued)

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health Requirements as specified in Environmental Health Programs Manual 150-4\* and DHP 50-21\*
  8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.  
  
Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
  9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
  10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
  11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
  12. Refugee Health Program Programmatic and financial requirements as specified by the program office.

\*or the subsequent replacement if adopted during the contract period.

**ATTACHMENT II**  
**ESCAMBIA COUNTY HEALTH DEPARTMENT**  
**PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES**

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/16	187842	3349589	3537431
2. Drawdown for Contract Year October 1, 2016 to September 30, 2017	-25849	-1402788	-1428637
3. Special Capital Project use for Contract Year October 1, 2016 to September 30, 2017	0	-311593	-311593
4. Balance Reserved for Contingency Fund October 1, 2016 to September 30, 2017	161993	1635208	1797201

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.



# ATTACHMENT II

## ESCAMBIA COUNTY HEALTH DEPARTMENT

### Part II, Sources of Contributions to County Health Department

October 1, 2016 to September 30, 2017

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>1. GENERAL REVENUE - STATE</b>					
015040 AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	115,715	0	115,715	0	115,715
015040 CHD - TB COMMUNITY PROGRAM	91,251	0	91,251	0	91,251
015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	26,767	0	26,767	0	26,767
015040 MARY BROGAN BREAST & CERVICAL CANCER ADMIN	100,000	0	100,000	0	100,000
015040 FAMILY PLANNING GENERAL REVENUE	77,110	0	77,110	0	77,110
015040 HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL	37,162	0	37,162	0	37,162
015040 PRIMARY CARE PROGRAM	321,792	0	321,792	0	321,792
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	363,061	0	363,061	0	363,061
015050 CHD GENERAL REVENUE NON-CATEGORICAL	3,378,203	0	3,378,203	0	3,378,203
GENERAL REVENUE TOTAL	4,611,061	0	4,611,061	0	4,611,061
<b>2. NON GENERAL REVENUE - STATE</b>					
015010 STATE UNDERGROUND PETROLEUM RESPONSE ACT	8,655	0	8,655	0	8,655
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	19,371	0	19,371	0	19,371
015010 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	20,000	0	20,000	0	20,000
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	185,816	0	185,816	0	185,816
NON GENERAL REVENUE TOTAL	233,842	0	233,842	0	233,842
<b>3. FEDERAL FUNDS - STATE</b>					
007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	131,937	0	131,937	0	131,937
007000 WIC BREASTFEEDING PEER COUNSELING PROG	60,977	0	60,977	0	60,977
007000 COASTAL BEACH WATER QUALITY MONITORING	11,407	0	11,407	0	11,407
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000 FAMILY PLANNING TITLE X - GRANT	135,742	0	135,742	0	135,742
007000 HPP HEALTH CARE SYSTEM PREPAREDNESS	24,493	0	24,493	0	24,493
007000 HPP VOLUNTEER MANAGEMENT	2,825	0	2,825	0	2,825
007000 IMMUNIZATION FIELD STAFF	4,000	0	4,000	0	4,000
007000 IMMUNIZATION ACTION PLAN	119,002	0	119,002	0	119,002
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	52,122	0	52,122	0	52,122
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	293,454	0	293,454	0	293,454
007000 BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	143,987	0	143,987	0	143,987
007000 AIDS PREVENTION	190,396	0	190,396	0	190,396
007000 RYAN WHITE TITLE II CARE GRANT	81,182	0	81,182	0	81,182
007000 IMPROVING STD PROGRAMS	85,114	0	85,114	0	85,114
007000 FLORIDA STD SURVEILLANCE NETWORK PART A	12,699	0	12,699	0	12,699
007000 TB CONTROL PROJECT	10,000	0	10,000	0	10,000
007000 WIC PROGRAM ADMINISTRATION	1,454,912	0	1,454,912	0	1,454,912
015075 INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	4,000	0	4,000	0	4,000
015075 SUPPLEMENTAL SCHOOL HEALTH	498,023	0	498,023	0	498,023
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT	7,673	0	7,673	0	7,673
FEDERAL FUNDS TOTAL	3,358,945	0	3,358,945	0	3,358,945

# ATTACHMENT II

## ESCAMBIA COUNTY HEALTH DEPARTMENT

### Part II, Sources of Contributions to County Health Department

October 1, 2016 to September 30, 2017

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	221,654	0	221,654	0	221,654
001092 CHD STATEWIDE ENVIRONMENTAL FEES	209,980	0	209,980	0	209,980
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	11,370	0	11,370	0	11,370
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	4,038	0	4,038	0	4,038
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	5,702	0	5,702	0	5,702
001206 DRINKING WATER PROGRAM OPERATIONS	210	0	210	0	210
001206 REGULATION OF BODY PIERCING SALONS	300	0	300	0	300
001206 TANNING FACILITIES	360	0	360	0	360
001206 ONSITE SEWAGE TRAINING CENTER	1,700	0	1,700	0	1,700
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	2,640	0	2,640	0	2,640
001206 MOBILE HOME & RV PARK FEES	2,131	0	2,131	0	2,131
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	460,085	0	460,085	0	460,085
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	25,849	0	25,849	0	25,849
OTHER CASH CONTRIBUTION TOTAL	25,849	0	25,849	0	25,849
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	2,564,752	2,564,752	0	2,564,752
MEDICAID TOTAL	0	2,564,752	2,564,752	0	2,564,752
7. ALLOCABLE REVENUE - STATE:					
004010 CHD CLINIC FEES	100	0	100	0	100
ALLOCABLE REVENUE TOTAL	100	0	100	0	100
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	970,943	970,943
PHARMACY DRUG PROGRAM	0	0	0	44,220	44,220
WIC PROGRAM	0	0	0	6,314,514	6,314,514
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	44,148	44,148
IMMUNIZATIONS	0	0	0	869,004	869,004
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	8,242,829	8,242,829
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	337,649	337,649	0	337,649
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	337,649	337,649	0	337,649
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	204,600	204,600	0	204,600
001094 CHD LOCAL ENVIRONMENTAL FEES	0	185,678	185,678	0	185,678
001110 VITAL STATISTICS CERTIFIED RECORDS	0	387,800	387,800	0	387,800
FEES AUTHORIZED BY COUNTY TOTAL	0	778,078	778,078	0	778,078

# ATTACHMENT II

## ESCAMBIA COUNTY HEALTH DEPARTMENT

### Part II, Sources of Contributions to County Health Department

October 1, 2016 to September 30, 2017

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY</b>					
001029 CHD CLINIC FEES	0	477,163	477,163	0	477,163
001090 CHD CLINIC FEES	0	875	875	0	875
005000 CHD LOCAL REVENUE & EXPENDITURES	0	27,000	27,000	0	27,000
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	90,146	90,146	0	90,146
010300 PETROLEUM STORAGE TANK DEP COMPLIANCE CONTRACT	0	320,938	320,938	0	320,938
011000 INDIGENT CARE PROGRAM	0	60,000	60,000	0	60,000
011000 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	100,000	100,000	0	100,000
011001 CHD HEALTHY START COALITION CONTRACT	0	955,361	955,361	0	955,361
015020 PETROLEUM STORAGE TANK CLEANUP CONTRACT	0	1,050,000	1,050,000	0	1,050,000
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	1,402,788	1,402,788	0	1,402,788
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	4,484,271	4,484,271	0	4,484,271
<b>12. ALLOCABLE REVENUE - COUNTY</b>					
004010 CHD CLINIC FEES	0	100	100	0	100
COUNTY ALLOCABLE REVENUE TOTAL	0	100	100	0	100
<b>13. BUILDINGS - COUNTY</b>					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
<b>14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY</b>					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	8,689,882	8,164,850	16,854,732	8,242,829	25,097,561

## ATTACHMENT II

## ESCAMBIA COUNTY HEALTH DEPARTMENT

## Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2016 to September 30, 2017

	Quarterly Expenditure Plan									Grand Total
	FTE's	Clients	Services/	1st	2nd	3rd	4th	State	County	
	(0.00)	Units	Visits	(Whole dollars only)						
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	9.63	6,700	8,250	139,199	162,359	139,199	162,360	154,050	449,067	603,117
SEXUALLY TRANS. DIS. (102)	9.34	2,145	3,224	130,183	151,843	130,183	151,844	412,591	151,462	564,053
HIV/AIDS PREVENTION (03A1)	2.12	1	62	39,368	45,918	39,368	45,917	170,571	0	170,571
HIV/AIDS SURVEILLANCE (03A2)	1.25	1	10	19,105	22,284	19,105	22,285	82,779	0	82,779
HIV/AIDS PATIENT CARE (03A3)	2.86	1	20	50,525	58,932	50,525	58,932	218,914	0	218,914
ADAP (03A4)	3.75	1	212	44,855	52,318	44,855	52,318	194,346	0	194,346
TUBERCULOSIS (104)	2.58	26	299	47,013	54,836	47,013	54,836	146,138	57,560	203,698
COMM. DIS. SURV. (106)	3.94	0	7,500	61,453	71,677	61,453	71,676	266,259	0	266,259
HEPATITIS (109)	0.87	795	925	11,601	13,531	11,601	13,532	50,265	0	50,265
PREPAREDNESS AND RESPONSE (116)	6.65	0	58	130,077	151,719	130,077	151,720	563,593	0	563,593
REFUGEE HEALTH (118)	0.22	38	25	5,356	6,248	5,356	6,248	23,208	0	23,208
VITAL RECORDS (180)	4.24	21,000	43,500	55,795	65,077	55,795	65,077	0	241,744	241,744
COMMUNICABLE DISEASE SUBTOTAL	47.45	30,708	64,085	734,530	856,742	734,530	856,745	2,282,714	899,833	3,182,547
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	13.85	15,000	1,300	326,731	381,091	326,731	381,091	937,156	478,488	1,415,644
WIC (21W1)	31.66	14,338	121,000	448,849	523,527	448,849	523,527	1,918,021	26,731	1,944,752
TOBACCO USE INTERVENTION (212)	2.52	0	36	52,057	60,718	52,057	60,718	223,420	2,130	225,550
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.16	0	3,096	22,435	26,168	22,435	26,168	95,379	1,827	97,206
FAMILY PLANNING (223)	10.70	2,033	3,950	155,779	181,697	155,779	181,697	406,813	268,139	674,952
IMPROVED PREGNANCY OUTCOME (225)	1.19	1	220	12,337	14,389	12,337	14,389	0	53,452	53,452
HEALTHY START PRENATAL (227)	10.48	1,719	7,393	157,066	183,198	157,066	183,197	0	680,527	680,527
COMPREHENSIVE CHILD HEALTH (229)	4.93	1,250	1,550	91,139	106,303	91,139	106,302	110,323	284,560	394,883
HEALTHY START CHILD (231)	9.31	1,102	5,603	131,209	153,039	131,209	153,038	0	568,495	568,495
SCHOOL HEALTH (234)	15.35	0	630,000	289,920	338,156	289,920	338,156	1,104,313	151,839	1,256,152
COMPREHENSIVE ADULT HEALTH (237)	7.78	300	600	102,463	119,510	102,463	119,510	437,227	6,719	443,946
COMMUNITY HEALTH DEVELOPMENT (238)	2.24	0	125	36,339	42,386	36,339	42,386	115,537	41,913	157,450
DENTAL HEALTH (240)	2.29	10,000	24,500	569,959	664,787	569,959	664,786	0	2,469,491	2,469,491
PRIMARY CARE SUBTOTAL	114.46	45,743	799,373	2,396,283	2,794,969	2,396,283	2,794,965	5,348,189	5,034,311	10,382,500
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.53	260	265	9,820	11,453	9,820	11,453	37,560	4,986	42,546
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.07	8	47	1,226	1,430	1,226	1,429	5,090	221	5,311
PUBLIC WATER SYSTEM (358)	0.01	0	21	194	226	194	227	806	35	841
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	8.12	1,050	2,414	139,262	162,432	139,262	162,433	329,849	273,540	603,389
Group Total	8.73	1,318	2,747	150,502	175,541	150,502	175,542	373,305	278,782	652,087
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.40	0	77	5,714	6,664	5,714	6,664	23,584	1,172	24,756



## ATTACHMENT II

## ESCAMBIA COUNTY HEALTH DEPARTMENT

## Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2016 to September 30, 2017

	Quarterly Expenditure Plan									Grand Total
	FTE's	Clients	Services/	1st	2nd	3rd	4th	State	County	
	(0.00)	Units	Visits	(Whole dollars only)						
FOOD HYGIENE (348)	1.25	318	917	19,818	23,115	19,818	23,116	50,106	35,761	85,867
BODY PIERCING FACILITIES SERVICES (349)	0.07	6	27	998	1,164	998	1,164	4,093	231	4,324
GROUP CARE FACILITY (351)	0.50	138	235	7,919	9,237	7,919	9,236	2,925	31,386	34,311
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	1.04	203	521	14,158	16,514	14,158	16,515	57,857	3,488	61,345
POOLS/BATHING PLACES (360)	2.20	376	914	37,965	44,281	37,965	44,281	106,902	57,590	164,492
BIOMEDICAL WASTE SERVICES (364)	2.01	344	960	27,831	32,462	27,831	32,462	113,893	6,693	120,586
TANNING FACILITY SERVICES (369)	0.07	22	24	1,133	1,322	1,133	1,321	3,301	1,608	4,909
Group Total	7.54	1,407	3,675	115,536	134,759	115,536	134,759	362,661	137,929	500,590
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	25.11	503	1,143	401,710	468,546	401,710	468,547	146,100	1,594,413	1,740,513
SUPER ACT SERVICES (356)	0.09	29	33	1,915	2,234	1,915	2,233	8,038	259	8,297
Group Total	25.20	532	1,176	403,625	470,780	403,625	470,780	154,138	1,594,672	1,748,810
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.17	0	200	3,287	3,834	3,287	3,833	13,677	564	14,241
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.18	1,305	1,600	3,314	3,865	3,314	3,865	13,738	620	14,358
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.01	177	13	100	117	100	117	411	23	434
RABIES SURVEILLANCE (366)	1.27	69	1,161	20,314	23,694	20,314	23,694	83,768	4,248	88,016
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	30	34	30	34	122	6	128
WATER POLLUTION (370)	0.01	0	22	173	201	173	201	708	40	748
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	49,350	57,561	49,350	57,561	0	213,822	213,822
Group Total	1.64	1,551	2,996	76,568	89,306	76,568	89,305	112,424	219,323	331,747
ENVIRONMENTAL HEALTH SUBTOTAL	43.11	4,808	10,594	746,231	870,386	746,231	870,386	1,002,528	2,230,706	3,233,234
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	6,566	7,659	6,566	7,660	28,451	0	28,451
MEDICAID BUYBACK (611)	0.00	0	0	6,462	7,538	6,462	7,538	28,000	0	28,000
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	13,028	15,197	13,028	15,198	56,451	0	56,451
TOTAL CONTRACT	205.02	81,259	874,052	3,890,072	4,537,294	3,890,072	4,537,294	8,689,882	8,164,850	16,854,732

**ATTACHMENT III**  
**ESCAMBIA COUNTY HEALTH DEPARTMENT**  
**CIVIL RIGHTS CERTIFICATE**

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

**Attachment IV**

**Fiscal Year - 2016 - 2017**

**Escambia County Health Department**

**Facilities Utilized by the County Health Department**

<b>Complete Location</b> (Street Address, City, Zip)	<b>Facility Description</b> <b>And Official Building</b> <b>Name (if applicable)</b> (Admin, Clinic, Envrn Hlth, etc.)	<b>Lease/ Agreement Number</b>	<b>Type of Agreement</b> (Private Lease thru State or County, other - please define)	<b>Complete Legal Name of Owner</b>	<b>SQ Feet</b>	<b>Employee Count</b> (FTE/OPS/ Contract)
<b>1295 W. Fairfield Drive, Pensacola, FL 32501</b>	<b>Main Health Department</b>	<b>N/A</b>		<b>Escambia County</b>	<b>51776</b>	<b>128.42</b>
<b>8390 N. Palafox Street, Pensacola, FL 32534</b>	<b>Northside Clinic</b>	<b>N/A</b>		<b>Escambia County</b>	<b>16658</b>	<b>33.7</b>
<b>1300 W. Gregory Street, Pensacola, FL 32502</b>	<b>Environmental Health, Accounting &amp; Finance, Epi, PHP</b>	<b>4393</b>	<b>Bd of Trustees of the Internal Improvement Trust Fd of the SOF</b>	<b>TIITF/Dept of Military Affairs</b>	<b>22679</b>	<b>59.4</b>
<b>3470 Highway 29 North, Cantonment, FL 32533</b>	<b>Molino Clinic</b>	<b>N/A</b>		<b>Escambia County</b>	<b>4743</b>	<b>9</b>
<b>6600 West Highway 98, Pensacola, FL 32512</b>	<b>WIC Naval Hospital Center</b>	<b>N/A</b>		<b>U.S. Navy</b>	<b>230</b>	<b>2</b>

*Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.*



**ATTACHMENT V  
ESCAMBIA COUNTY HEALTH DEPARTMENT  
SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2015-2016*	\$ 0	\$ 0	\$ 0
2016-2017**	\$ 0	\$ 311593	\$ 311593
2017-2018***	\$ 0	\$ 0	\$ 0
2018-2019***	\$ 0	\$ 0	\$ 0
PROJECT TOTAL	\$ 0	\$ 311593	\$ 311593

**SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN**

PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/ADDRESS: 1295 W. Fairfield Drive, Pensacola, FL 32501

PROJECT TYPE: NEW BUILDING \_\_\_\_\_ ROOFING \_\_\_\_\_  
 RENOVATION \_\_\_\_\_ X PLANNING STUDY \_\_\_\_\_ X  
 NEW ADDITION \_\_\_\_\_ OTHER \_\_\_\_\_

SQUARE FOOTAGE: \_\_\_\_\_ 0

**PROJECT SUMMARY:**

For the past two years, the Florida Department of Health in Escambia County has been working with a licensed professional engineer on flood mitigation issues at our main office located at 1295 W. Fairfield Drive, Pensacola, Florida. This facility has flooded twice in the past several years causing damage to property, displacement of staff, and interruption to client services. The final phase of the project will include an extensive survey of the exterior walls and doors, recommendations for flood proofing, and construction design and implementation of the building improvements. The facility is a County-owned building and the project will be managed locally.

START DATE (Initial expenditure of funds): 10/1/2016

COMPLETION DATE: 6/30/2017

DESIGN FEES: \$ 0

CONSTRUCTION COSTS: \$ 0

FURNITURE/EQUIPMENT: \$ 0

TOTAL PROJECT COST: \$ 311593

COST PER SQ FOOT: \$ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects mobile health vans.

\* Cash balance as of 9/30/16

\*\* Cash to be transferred to FCO account.

\*\*\* Cash anticipated for future contract years.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11125**

**County Administrator's Report 17. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 10/20/2016

**Issue:** Contract Extension for PD 12-13.056, Elevator Maintenance/Services for Various County Facilities

**From:** David Wheeler, Department Director

**Organization:** Facilities Management

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Contract Extension for Elevator Maintenance/Services for Various County Facilities Contract - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Elevator Maintenance/Services for Various County Facilities Contract, PD 12-13.056:

A. Approve the first 12-month Contract extension, effective October 13, 2016, to Panhandle Elevators (d/b/a Panhandle Humbaugh Elevators); and

B. Authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601; Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601]

#### **BACKGROUND:**

On September 16, 2013 the Board awarded the Elevator Maintenance/Services for Various Facilities Contract PD 12-13.056 to Panhandle Elevators (d/b/a Panhandle-Humbaugh Elevators) for a period of three (3) years, with an option to extend for two additional one (1) year terms for a total of five (5) years. A Notice to Proceed was given with the Date of Commencement of October 13, 2013. The three (3) year period expires on October 13, 2016, and the contract manager is requesting to exercise the first one (1) year extension. Panhandle Elevators (d/b/a Panhandle-Humbaugh Elevators) has agreed to offer the same terms and conditions with no price increase.

The Board has requested that contract extensions be taken to the Board for approval.

**BUDGETARY IMPACT:**

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601; Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601]

**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, FL 1999, Chapter 46, Finance, Article II, Purchase and Contracts. The Board has request that contract extensions be taken back to the Board for approval.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Contract Renewal Panhandle

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BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING  
213 PALAFOX PLACE 2<sup>nd</sup> Floor

P.O. BOX 1591  
PENSACOLA, FL 32597-1591  
TELEPHONE (850) 595-4980  
(SUNCOM) 695-4980

TELEFAX (850) 595-4805

<http://www.co.escambia.fl.us/purchasing>



CLAUDIA SIMMONS  
Purchasing Manager

June 27, 2016

RE: **CONTRACT RENEWAL Specification PD 12-13.056, "Elevator Maintenance/Services For Various County Facilities, Escambia County".**

Dustin C. Godwin, President  
Panhandle Elevators  
470 Van Pelt Lane  
Pensacola, FL. 32505  
TEL: (850) 256-2400

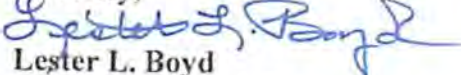
Dear Mr. Godwin:

The Contract Agreement, **Elevator Maintenance/Services For Various County Facilities, "PD 12-13.056**, has been successfully executed by both Parties, for the past Thirty-six (36) months.

Escambia County, is presently requesting to extend the present **Contract Agreement**, for an additional **Twelve (12) month period** for a total of **Forty-Eight (48) months**, upon the mutual agreement of Both Parties, with the original Terms of the Agreement. The current awarded period on the above referenced contract is due to expire on **October 13, 2016**.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested, or not on extending the contract for **Twelve (12) months**. I will need the signed letter (original) by returned by mail, and email, not later than **12:00 P.M., CDT, July 11, 2016**. If you have any questions, please feel free to call **Lester L. Boyd**, at **595-4944 (fax: 595-4805)**.


Sincerely,

  
Lester L. Boyd  
Purchasing Specialist  
LLB/llb

Cc: David W. Wheeler, CFM Director:

I want to extend the current contract **PD 12-13.056, "Elevator Maintenance/Services For Various County Facilities, "** for **Escambia County** for an additional **Twelve (12) months period** at the same terms and conditions.

☒ Yes ☐ No

  
Signature

**6/27/16**  
Date

**Dustin C. Godwin**  
Printed Name of Signer

**President**  
Title of Signer

Comments:



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11134

County Administrator's Report 17. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Supplemental Budget Amendment #300 - IIDC Water and Sewer Grant

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #300 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #300, Escambia County Restricted Fund (101), in the amount of \$75,150, to recognize a portion of the Innerarity Island Development Corporation (IIDC) Water and Sewer Grant in Fund 101 and to appropriate these Grant funds to cover IIDC operating costs including the cost of City of Gulf Breeze service reimbursements.

### **BACKGROUND:**

The County received the IIDC Water and Sewer Grant in the sum of \$1,000,000, of this amount \$924,850 has been recognized in the Local Options Sales Tax (LOST) Fund 352, this SBA recognizes \$75,150 in the Escambia County Restricted Fund (101) for costs associated with IIDC Operating.

Escambia County's Innerarity Water and Sewer Upgrade project plays a vital role in the health and well-being of its citizens and communities.

On January 27, 2014, the Innerarity Island Development Corporation formerly filed a note of abandonment pursuant to Florida Statute 367.165(1), and on March 21, 2014, the First Judicial Circuit Court ordered Escambia County to become the receiver of this now-abandoned water and wastewater utility system.

An Agreement in principal has been reached between Emerald Coast Utilities Authority (ECUA) and Escambia County for ECUA to accept ownership and maintenance of the water and sewer system upon completion of reconstruction to bring the utility to current standards.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 101 by \$75,150.

**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

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**Attachments**

SBA#300

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2016-**

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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, a portion of the Innerarity Island Water and Sewer Upgrade Project Grant for design and construction improvements is being placed in the IIDC Operating cost center to cover operating and the City of Gulf Breeze service reimbursements, and these funds must 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, 2016:

Other Grants and Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
IIDC Water and Sewer Grant	110	335350	\$75,150
Total			<u>\$75,150</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	110/110210	53401	\$75,150
Total			<u>\$75,150</u>

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**

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Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#300





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11149

County Administrator's Report 17. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Approval of Miscellaneous Appropriations Agreements

From: Katie Macarthur, Director's Aide

Organization: Asst County Administrator - Lovoy

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Miscellaneous Appropriations Agreements for Fiscal Year 2016/2017 for Outside Agencies - Amy Lovoy, Assistant County Administrator

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreements Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements for Civil Legal Aid Services with the following organizations to be paid from Fund 115, Article V Court Administration, Cost Center 410802:

1. Northwest Florida Legal Services, Inc., in the amount of \$62,344; and
2. Legal Services of North Florida, Inc., in the amount of \$62,344;

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

C. Authorize the execution of the necessary Purchase Orders.

### **BACKGROUND:**

The two purchase orders are a result of a state mandate to fund certain legal aid services within the County. The mandate and amount are set in Florida Statutes 939.185. The Board decided at its Budget Workshops that the amount would be split between two local firms that applied for the funding for FY 16/17.

### **BUDGETARY IMPACT:**

Funds are available in the Fiscal Year 2016/2017 Budget.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has approved and signed-off on the Agreements.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board action is necessary for approval of purchase orders exceeding \$50,000.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Northwest Florida Legal Services, Inc.

Legal Services of North Florida, Inc.

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**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
FOR CIVIL LEGAL AID SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, 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 Northwest Florida Legal Services, Inc., a not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 59-1817996, with a principal address of 701 South J Street, Pensacola, FL 32502 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, pursuant to Section 125.01, Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to perform those acts, including the expenditure of public funds, which further the public good and common interest of the people of Escambia County; and

**WHEREAS**, pursuant to Section 29.008, Florida Statutes, the County is required by §14, Article V of the State Constitution to provide funding for certain court-related functions to include funding for legal aid programs; and

**WHEREAS**, the Recipient provides legal assistance to eligible low income citizens of Escambia County; and

**WHEREAS**, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of public funds serves an essential public purpose as established by law; and

**WHEREAS**, the County has appropriated from the County's General and Article V Revenue Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$62,344.00 to provide civil legal aid services as provided herein; and

**WHEREAS**, the undersigned representative of the Recipient is authorized to sign this Agreement binding it.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

**Section 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.



**Section 2. Term.** This Agreement shall be considered to have become effective on the date last executed by the parties hereto and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

**Section 3. Scope.** Recipient agrees to perform in accordance with the terms and conditions as outlined in the Budget and Scope of Work attached hereto as **Exhibit A**.

**Section 4. Program Funding.** The County agrees to pay the Recipient in an amount not to exceed **\$62,344.00** for authorized program expenses payable in equal monthly installments in accordance with the approved budget provided in **Exhibit A** and the procedures set forth in **Exhibit B**, which is attached hereto and incorporated by reference herein. The Recipient's approved budget and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this agreement.

**Section 5.** The Recipient agrees to maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated.

**Section 6. Reporting Requirements.** The Recipient agrees to provide the County with a quarterly narrative progress report on the program. Such reports will include basic statistical information relevant to the program and a statement of expenditures. Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

**Section 7. Residual Funds.** The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

**Section 8. Records Retention.** The Recipient shall retain all pertinent records, statistical, financial, audit, and participant files related to the performance of this



Agreement for a period of five (5) years from the date of receiving final payment from the County or resolution of any audits.

**Section 9. County Audit.** Upon providing reasonable notice, the County may inspect all pertinent records, statistical, financial, audit, and participant files related to the Recipient's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

**Section 10. Termination.** This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days prior written notice of such termination. In the event of termination by either party as provided herein, the Recipient shall be paid for services provided through the date of termination.

**Section 11. Indemnification.** Recipient shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Recipient in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Recipient 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 Recipient'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 Recipient 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.

**Section 12. Independent Contractor Status.** In the performance of this Agreement hereunder, Recipient is an independent contractor. Recipient shall not hold itself out as an employee, agent or servant of the County; and Recipient 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.

**Section 13. Notices.** Any notice 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: Northwest Florida Legal Services, Inc.  
Attention: W. Douglas White  
701 South J Street

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420



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.

**Section 14. 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.

**Section 15. Public Records.** The Recipient 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 Recipient 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 Recipient seven (7) days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract.

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**Section 16. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Recipient 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.

**Section 17. Compliance with Laws.** Recipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

**Section 18. Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by



Recipient without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

**Section 19. 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.

**IN WITNESS WHEREOF** the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

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

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

BCC APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk

(SEAL)

**NORTHWEST FLORIDA LEGAL SERVICES, INC.**

By: \_\_\_\_\_  
Michael J. Stebbins, President

Date : \_\_\_\_\_

Attest:

\_\_\_\_\_  
Corporate Secretary

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 10/7/16



## EXHIBIT A

### **RECIPIENT:**

NORTHWEST FLORIDA LEGAL SERVICES, INC.

### **APPROVED BUDGET:**

PROGRAMMATIC EXPENSES ASSOCIATED WITH CIVIL LEGAL AID SERVICES

PROGRAM FUNCTIONS .....\$62,344.00

### **SCOPE OF SERVICES TO BE CARRIED OUT WITH THESE FUNDS:**

The Recipient shall provide competent legal representation on civil matters to eligible low income citizens of Escambia County at no cost to the citizen. The range of services should include, but not be limited to, the following:

- Family Law-- Domestic /Sexual Violence – Examples of services would include securing protective orders, assisting in divorce and/or child custody issues (as it relates to domestic abuse or sexual abuse) and managing immigration matters.
- Immigration Issues—Examples of services may include self-petitions and waivers for battered spouses.
- Consumer Assistance – Examples of services would include assistance in combating predatory lending practices and unlawful debt collection, bankruptcy filings, and responding to deceptive sales practices, assistance with wage garnishment and repossessions.
- Family Law—Other – Examples would include legal representation to determine paternity, adoptions, name changes and establishing guardianship.
- Housing – Examples would include resolution of lease disputes, evictions, predatory rental practices, issues with public housing, foreclosure assistance, loan modification, short sales, resolution of matters involving title and liens.
- Public Assistance – Examples would include representation in matters involving Medicare, Medicaid, food stamps, unemployment compensation and TANF.
- Elder Law (Assistance with matters for citizens over the age of 60 years old) – Examples would include assistance in creating wills and probate, matters including powers of attorney, health care directives and guardianship.
- Tax Law – Examples would include legal assistance in matters dealing with the Internal Revenue Service (IRS).
- Education – Resolving issues surrounding inappropriate use of discipline in schools, assistance in securing appropriate services dictated under the Individuals with Disabilities Act (IDEA) and Section 504 of the Rehabilitation Act.



## 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 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 are made to the entity on a monthly basis in equal installments after proof of payment for eligible costs in accordance with the approved budget. The allocation will be paid upon receipt of appropriate backup verifying that funds were expended in accordance with the approved budget as outlined in Exhibit A.
- 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.



**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
FOR CIVIL LEGAL AID SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, 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 Legal Services of North Florida, Inc., a not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 51-0197090, with a principal address of 2119 Delta Boulevard, Tallahassee, FL 32303 and a local address of 1741 North Palafox Street, Pensacola, FL 32502 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, pursuant to Section 125.01, Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to perform those acts, including the expenditure of public funds, which further the public good and common interest of the people of Escambia County; and

**WHEREAS**, pursuant to Section 29.008, Florida Statutes, the County is required by §14, Article V of the State Constitution to provide funding for certain court-related functions to include funding for legal aid programs; and

**WHEREAS**, the Recipient provides legal assistance to eligible low income citizens of Escambia County; and

**WHEREAS**, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of public funds serves an essential public purpose as established by law; and

**WHEREAS**, the County has appropriated from the County's General and Article V Revenue Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$62,344.00 to provide civil legal aid services as provided herein; and

**WHEREAS**, the undersigned representative of the Recipient is authorized to sign this Agreement binding it.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

**Section 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.



**Section 2. Term.** This Agreement shall be considered to have become effective on the date last executed by the parties hereto and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

**Section 3. Scope.** Recipient agrees to perform in accordance with the terms and conditions as outlined in the Budget and Scope of Work attached hereto as **Exhibit A**.

**Section 4. Program Funding.** The County agrees to pay the Recipient in an amount not to exceed **\$62,344.00** for authorized program expenses payable in equal monthly installments in accordance with the approved budget provided in **Exhibit A** and the procedures set forth in **Exhibit B**, which is attached hereto and incorporated by reference herein. The Recipient's approved budget and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this agreement.

**Section 5.** The Recipient agrees to maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated.

**Section 6. Reporting Requirements.** The Recipient agrees to provide the County with a quarterly narrative progress report on the program. Such reports will include basic statistical information relevant to the program and a statement of expenditures. Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

**Section 7. Residual Funds.** The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.



**Section 8. Records Retention.** The Recipient shall retain all pertinent records, statistical, financial, audit, and participant files related to the performance of this Agreement for a period of five (5) years from the date of receiving final payment from the County or resolution of any audits.

**Section 9. County Audit.** Upon providing reasonable notice, the County may inspect all pertinent records, statistical, financial, audit, and participant files related to the Recipient's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

**Section 10. Termination.** This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days prior written notice of such termination. In the event of termination by either party as provided herein, the Recipient shall be paid for services provided through the date of termination.

**Section 11. Indemnification.** Recipient shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Recipient in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Recipient 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 Recipient'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 Recipient 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.

**Section 12. Independent Contractor Status.** In the performance of this Agreement hereunder, Recipient is an independent contractor. Recipient shall not hold itself out as an employee, agent or servant of the County; and Recipient 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.

**Section 13. Notices.** Any notice 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: Legal Services of North Florida, Inc.  
Attention: Leslie N. Powell-Boudreaux

To: Escambia County  
Attention: County Administrator



2119 Delta Boulevard  
Tallahassee, Florida 32303

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.

**Section 14. 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.

**Section 15. Public Records.** The Recipient 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 Recipient 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 Recipient seven (7) days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract.

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**Section 16. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Recipient 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.

**Section 17. Compliance with Laws.** Recipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.



**Section 18. Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Recipient without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

**Section 19. 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.

**IN WITNESS WHEREOF** the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

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

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

BCC APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk

(SEAL)

**LEGAL SERVICES OF NORTH FLORIDA, INC.**

By: \_\_\_\_\_  
Leslie N. Powell-Boudreaux, Executive Director

Date : \_\_\_\_\_

Attest:

\_\_\_\_\_  
Corporate Secretary

(SEAL)

Approved as to form and legal  
sufficiency

By/Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Cheryl ACH*  
10/11/12



## **EXHIBIT A**

### **RECIPIENT:**

LEGAL SERVICES OF NORTH FLORIDA, INC.

### **APPROVED BUDGET:**

PROGRAMMATIC EXPENSES ASSOCIATED WITH CIVIL LEGAL AID SERVICES  
PROGRAM FUNCTIONS..... \$62,344.00

### **SCOPE OF SERVICES TO BE CARRIED OUT WITH THESE FUNDS:**

The Recipient shall provide competent legal representation on civil matters to eligible low income citizens of Escambia County at no cost to the citizen. The range of services should include, but not be limited to, the following:

- Family Law-- Domestic /Sexual Violence – Examples of services would include securing protective orders, assisting in divorce and/or child custody issues (as it relates to domestic abuse or sexual abuse) and managing immigration matters.
- Immigration Issues—Examples of services may include self-petitions and waivers for battered spouses.
- Consumer Assistance – Examples of services would include assistance in combating predatory lending practices and unlawful debt collection, bankruptcy filings, and responding to deceptive sales practices, assistance with wage garnishment and repossessions.
- Family Law—Other – Examples would include legal representation to determine paternity, adoptions, name changes and establishing guardianship.
- Housing – Examples would include resolution of lease disputes, evictions, predatory rental practices, issues with public housing, foreclosure assistance, loan modification, short sales, resolution of matters involving title and liens.
- Public Assistance – Examples would include representation in matters involving Medicare, Medicaid, food stamps, unemployment compensation and TANF.
- Elder Law (Assistance with matters for citizens over the age of 60 years old) – Examples would include assistance in creating wills and probate, matters including powers of attorney, health care directives and guardianship.
- Tax Law – Examples would include legal assistance in matters dealing with the Internal Revenue Service (IRS).
- Education – Resolving issues surrounding inappropriate use of discipline in schools, assistance in securing appropriate services dictated under the Individuals with Disabilities Act (IDEA) and Section 504 of the Rehabilitation Act.



## 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 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 are made to the entity on a monthly basis in equal installments after proof of payment for eligible costs in accordance with the approved budget. The allocation will be paid upon receipt of appropriate backup verifying that funds were expended in accordance with the approved budget as outlined in Exhibit A.
- 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-11118

County Administrator's Report 17. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Contract Award Design Services for Myrtle Grove Elementary Pond

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning Contract Award for Design Services for Myrtle Grove Elementary Pond - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Sigma Consulting Group, Inc., per the terms and conditions of PD 15-16.072, Design Services for Myrtle Grove Elementary Pond, for a lump sum of \$58,460 basic services and optional services of \$2,350, providing a total of \$60,810.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 09EN0572]

### **BACKGROUND:**

The Myrtle Grove Elementary Pond project is for design services (including, but not limited to, construction plan preparation, wetland permitting, public involvement, geotechnical data, and soils data as necessary) to provide final construction plans for storm water ponds with an outfall for the Myrtle Grove Elementary School. Conceptual designs include two ponds. Pond 1 is proposed to along the Southern portion of the Myrtle Grove Elementary School property. The outfall from pond 1 is proposed to cross 63rd and 65th Street, to pond 2 located on the West side of 65th Street. Pond 2 is proposed to outfall to the existing storm water system located on the South end of 65th Avenue. The design contract is to evaluate this concept, provide land acquisition assistance, and provide alternate solutions if needed.

Requests for Letters of Interest, PD 15-16.072, Design Services for Myrtle Grove Elementary Pond, was publicly noticed in the Pensacola News Journal on Monday, July 18, 2016. In addition to being sent to two hundred and three firms directly via the GFS email system. Responses were received from eight firms on Tuesday, August 02, 2016. Discussions were held with four firms on Thursday, August 18, 2016. The selection committee ranked the firms in the following order:

1. Sigma Consulting Group, Inc.
2. American Consulting Engineers of Florida, LLC
3. Volkert, Inc.
4. Kenneth Horne & Associates, Inc.

Negotiations were held with Sigma Consulting Group, Inc., on Tuesday, September 6, Tuesday, September 13, and Tuesday September 20, 2016 resulting with a final negotiated total fee of \$60,810.

**BUDGETARY IMPACT:**

Funding: Lost III 352, Cost Center 210107, Object Code 56301, Project 09EN0572

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**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.

The Myrtle Grove Elementary Pond project is for design services (including, but not limited to, Construction Plan Preparation, Surveying and Mapping, Wetland permitting, public involvement, geotechnical data, and soils data as necessary, and a certified Boundary and Topographic Survey) to provide final construction plans for storm water ponds with an outfall for the Myrtle Grove Elementary School. Conceptual designs include two ponds. Pond 1 is proposed to along the Southern portion of the Myrtle Grove Elementary School property. The outfall from pond 1 is proposed to cross 63rd and 65th Street, to pond 2 located on the West side of 5th Street. Pond 2 is proposed to outfall to the existing storm water system located on the South end of 65th Avenue. The design contract is to evaluate this concept, provide land acquisition assistance, and provide alternate solutions if needed.

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Negotiations were held with Sigma Consulting Group, Inc., on Tuesday, September 06,

Tuesday, September 13, and Tuesday September 20, 2016 resulting with a final negotiated total fee of \$60,810.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

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**Attachments**

Agreement with Exhibits

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**Sigma Consulting Group, Inc.**

**PD 15-16.072 Design Services for Myrtle Grove Elementary Pond**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised June 2016)**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 20<sup>th</sup>. day of October, 2016, 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 Sigma Consulting Group, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 3298 Summit Boulevard, Suite 32, Pensacola, FL 32503, and whose Federal tax identification number is 72-1105441 (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:** Sigma Consulting Group, 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 Thomas (TJ) Williams, Project Coordinator, Engineering. 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 to provide Design Services for Myrtle Grove Elementary Pond.

## **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) 15-16 in the amount of sixty thousand eight hundred ten, \$60,810 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 15-16.072, Design Services for Myrtle Grove Elementary Pond, and as represented in the Consultant's Letter of Interest response to PD 15-16.072, 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 \$500,000.

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 sixty thousand eight hundred ten, \$60,810. 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:

Sigma Consulting Group, Inc.  
3298 Summit Boulevard, Suite 32  
Pensacola, FL 32503

- (d) Invoices to the County shall be sent to:      Notices to the County shall be sent to:

Thomas (TJ) Williams  
Project Coordinator  
Public Works, Engineering  
3363 West Park Place  
Pensacola, FL 32501

Jack R. Brown  
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. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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).

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**  
**Office of the County Administrator**  
**221 Palafox Place, Suite 420**  
**Pensacola, Florida 32502**  
**(850) 595-4947**

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 Eddie H. Wehmeier, Purchasing Specialist, 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 Sigma Consulting Group, Inc., signing by and through its Regional Manager, Jason L. Lashley, 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.

WITNESS:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Date: \_\_\_\_\_

BCC Approved: October 20, 2016

CONSULTANT:  
Sigma Consulting Group, Inc., a Louisiana  
Corporation authorized to do business in the State  
of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Jason L. Lashley, Regional Manager

Date: \_\_\_\_\_



3298 Summit Boulevard, Suite 32  
Pensacola, FL 32503  
Phone (850) 332-7912  
Fax (850) 432-8870  
[www.sigmacg.com](http://www.sigmacg.com)

## **SCOPE OF WORK**

**September 26, 2016**

**PD 15-16.072  
Design Services for  
Myrtle Grove Elementary Pond**

### **Introduction**

*Sigma Consulting Group (SIGMA) has been selected by Escambia County to provide engineering services for the design of stormwater ponds to relieve flooding at Myrtle Grove Elementary School. The project consists of two (2) stormwater ponds and stormwater conveyance between the two sites as defined by Escambia County Engineering drawing titled, "Myrtle Grove Elementary Pond Siting Plan".*

*It is the intent of this project to provide flood relief at the elementary school and provide retention of stormwater up to the 100-year return period design storm. If property for the stormwater ponds and/or stormwater conveyance becomes unavailable this scope and fee will need to be revisited.*

*The scope and fee for this project is as follows:*

## INDEX OF TASKS

<b>Task 100</b>	<b>Coordination Meetings</b>
Task 101	Utility Coordination Meetings
Task 102	County Staff Progress Meetings
<b>Task 200</b>	<b>Data Collection</b>
<b>Task 300</b>	<b>Geotechnical Investigation</b>
Task 301	Soil Borings, Testing, and Report
<b>Task 400</b>	<b>Permitting</b>
Task 401	Stormwater Permitting
<b>Task 500</b>	<b>Public Involvement (Optional Services)</b>
<b>Task 600</b>	<b>Engineering Design: Hydrologic and Hydraulic Modeling</b>
<b>Task 700</b>	<b>Construction Plans: Myrtle Grove Elementary Pond</b>
<b>Task 800</b>	<b>Bidding Assistance</b>
Task 801	Bid Tabulation and Cost Estimating
Task 802	Pre-bid Conference
Task 803	Respond to Requests for Additional Information (Optional Services)
Task 804	Verify Bids
<b>Task 900</b>	<b>Construction Assistance</b>
Task 901	Construction Observation
Task 902	As-built Certification
<b>Task 1000</b>	<b>Subsurface Utility Exploration</b>

## **Task 100 Coordination Meetings**

### **Task 101 Utility Coordination Meetings**

SIGMA will attend regular monthly meetings with County personnel at the Escambia County Central Office Complex. At these meetings SIGMA will discuss proposed improvements and potential conflicts with utility owners and coordinate the work effort involved in resolving such conflicts. SIGMA will invite utility owners affected by the proposed design/construction to attend and participate in a plan-in-hand walk-through meeting once right-of-way has been acquired.

**Task 101 Engineering Fee = \$ 2,880.00**

### **Task 102 County Staff Progress Meetings**

SIGMA will schedule and facilitate progress meetings with County Staff at each phase submittal (30%, Draft Final and Final). At these meetings SIGMA will discuss the project at each phase submittal receive written comments from County personnel, respond to comments received, and incorporate changes to the construction plans and specification resulting from such comments.

**Task 102 Engineering Fee = \$ 2,280.00**

***Task 100 Total Engineering Fee = \$ 5,160.00***

## **Task 200 Data Collection**

SIGMA will collect existing data for the project area to be used in completing the scope of services for this project. Sources of existing data will include, but not be limited to:

- NRCS for soils survey information
- USGS and/or NFWMD for existing Lidar data, where available
- Escambia County for documented drainage issues
- Escambia County for existing Basin Study
- Field reconnaissance for existing drainage patterns
- Escambia County School Board for existing data
- Escambia County for existing geotechnical data

Once all available data is gathered, this information will be utilized in the project drainage map.

***Task 200 Total Engineering Fee = \$ 2,240.00***

## **Task 300 Geotechnical Investigation**

### **Task 301 Soil Borings, Testing, and Report**

SIGMA's Subconsultant, NOVA Engineering and Environmental (NOVA), will provide the following Geotechnical Services: Mobilize drill rig to site to perform two (2) 35' deep SPT borings for Pond #2, two (2) 20' deep auger borings for Pond#1, and one (1) 15' deep auger boring for the low area on the north side of MGES; Laboratory soil testing (8 wash 200 tests, 8 natural moisture content tests, and three (3) re-molded falling head permeability tests); Render a geotechnical report including SMS design parameters and sand chimney design considerations.

**Task 301 Subconsultant Fee = \$ 3,450.00**

***Task 300 Total Fee = \$ 3,450.00***

### **Task 400 Permitting**

Environmental Permitting is not anticipated for this project.

### **Task 401 Stormwater Permitting**

Stormwater Permitting will include an Environmental Resource Permit submittal to the Northwest Florida Water Management District (NFWFMD) to obtain a permit under 62-330.451(5)(a)(b) *General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities*. This task includes submitting design calculations and plans to the permitting agency and responding to requests for additional information, if applicable.

**Task 401 Engineering Fee = \$ 2,030.00**

**Task 401 Permit Application Fee = \$ 250.00**

***Task 400 Total Fee = \$ 2,280.00***

## **Task 500 Public Involvement (Optional Services)**

SIGMA will attend one (1) public meeting with Myrtle Grove Elementary School and Little Flower Catholic School to discuss the project.

***Task 500 (Optional Services) Engineering Fee = \$ 510.00***

## **Task 600 Engineering Design: Hydrologic and Hydraulic Modeling**

SIGMA will utilize Streamline Technologies, Interconnected Pond and Channel Routing (ICPR) to develop a hydrologic and hydraulic model for the existing and proposed conditions. The drainage map and stormwater model will be completed utilizing a combination of project specific survey and geotechnical data, NFWMD Lidar data, field reconnaissance, and aerial imagery. Once the model is completed, the post-developed conditions will be utilized to develop the final design for the pond sites, control structures, and conveyance system for both Myrtle Grove Elementary and between the two pond sites. The model will also be utilized to compare pre-developed versus post-developed water surface elevations and flow rates for the 25-year and 100-year storm events.

This task includes Subconsultant coordination, creation of a project drainage map, pond drawdown calculations, sand chimney design, and a Hydrologic & Hydraulic Report for submission to the permitting agency and to document the design of the stormwater system.

***Task 600 Total Engineering Fee = \$ 14,450.00***



## **Task 700 Construction Plans: Myrtle Grove Elementary Pond**

SIGMA will prepare a set of construction plans for the construction of the Myrtle Grove Elementary Pond. The construction drawings will utilize Escambia County Standards where applicable and FDOT 2016-17 Design Standards for other details, where applicable.

- Key Sheet (1 sheet)
- General Notes (1 sheet)
- SWPPP Notes (1 sheet)
- Drainage Map (1 sheet)
- Pond Typical Section (s) (2 sheets)
- Plan View: Pond Site(s) (2 sheets)
- Plan View: Conveyance System (Pond 1 to Pond 2) ( 2 sheets)
- Plan View: Conveyance System (Myrtle Grove Elementary) ( 1sheet)
- Escambia County Details (2 sheets)

***Task 700 Total Engineering Fee = \$ 20,725.00***

## **Task 800 Bidding Assistance**

### **Task 801 Bid Tabulation and Cost Estimating**

SIGMA will prepare a Bid Tabulation to be completed by prospective bidders containing the following information:

- Pay item number
- Description of pay item
- Quantity and unit of measure
- Blank line for Contract Unit Price
- Blank line for Unit Price Extension

This task includes the time necessary to prepare the Draft Final and Final construction cost estimates.

**Task 801 Engineering Fee = \$ 2,050.00**

### **Task 802 Pre-bid Conference**

SIGMA will attend one (1) pre-bid meeting at the Office of Purchasing. SIGMA will be available to answer questions concerning the Construction Contract documents.

**Task 802 Engineering Fee = \$ 280.00**

### **Task 803 Respond to Requests for Additional Information (Optional Services)**

SIGMA will answer additional questions concerning the interpretation of plans and specifications.

**Task 803 Engineering (Optional Services) Fee = \$ 1,840.00**

### **Task 804 Verify Bids**

SIGMA will review bids received for completeness and correctness. SIGMA will verify the apparent low bidder.

**Task 804 Engineering Fee = \$ 315.00**

***Task 800 Engineering (Optional Services) Fee = \$ 1,840.00***

***Task 800 Engineering (Lump Sum) Fee = \$ 2,645.00***

***Task 800 Total Engineering Fee = \$ 4,485.00***

## **Task 900 Construction Assistance**

### **Task 901 Construction Observation**

- Attend up to four (4) construction meetings to interpret plans and specifications and respond to questions from the Contractor to facilitate the construction of the project.
- Review shop drawing, MOT plan, and erosion control plan submittals for conformance with the Construction Specifications, as needed.
- SIGMA will attend one (1) inspection meeting at substantial completion.
- SIGMA will verify a letter of substantial completion prepared by Escambia County when the work is sufficiently complete in accordance with the contract documents so that the owner can utilize the facility for its intended use.
- SIGMA will prepared a final punch list including all minor work items remaining to obtain final completion.
- Analyze changes to the plans, specifications, or Construction Contract provisions and extra work which appears to be necessary to carry out the intent of the Contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original Construction Contract. Recommend action on such changes to the County.

**Task 901 Engineering Fee = \$ 4,300.00**

### **Task 902 As-built Certification**

SIGMA will utilize the Contractor's as-built set of plans to develop a final set of as-built drawings that will be provided to the County in electronic format. SIGMA will submit as-built plans to the permitting agency as required by conditions of the permit.

**Task 902 Engineering Fee = \$ 1,410.00**

***Task 900 Total Engineering Fee = \$ 5,710.00***

## **Task 1000 Subsurface Utility Exploration**

SIGMA's subconsultant will provide the services necessary to provide utility exploration for one (1) crew-day of "soft digs" to locate potential utility conflicts on 65<sup>th</sup> Avenue and 63<sup>rd</sup> Avenue storm drain crossings. The soft dig locations will be marked with depth measurements and incorporated into the project survey.

***Task 1000 Subconsultant Fee = \$ 1,800.00***

***Total Project Engineering (Optional Services) Fee = \$ 2,350.00***

***Total Project Subconsultant (Lump Sum) Fee = \$ 5,250.00***

***Total Project Permit Applications (Lump Sum) Fee = \$ 250.00***

***Total Project Engineering (Lump Sum) Fee = \$ 52,960.00***

***Total Project Fee = \$ 60,810.00***

# **Deliverables**

## **Documents**

**Geotechnical Report**

**Hydrologic & Hydraulic Report**

**Cost Estimate**

**Construction Plans**

**Technical Specifications**

**NWFWMD Stormwater ERP Permit**

SIGMA will provide three (3) plan submittals:

One (1) 30% submittal, one (1) Draft Final submittal, and one (1) Final “Released for Construction” submittal:

## **30% Construction Plans**

Three (3) hard copies & 1 PDF copy of 11” x 17” drawings; Scale of plan/profile drawings will be 1”=40’. Plans will show topographic and geotechnical information as well as proposed pipe alignment.

## **30% Critical Path Items**

Right-of-way is the critical path item for this submittal. It will be necessary to have recorded easements prior to finalizing the project limits. If right-of-way varies from what was originally anticipated for this project then this scope and fee will need to be revised. The Draft Final submittal and cost estimating will begin when property and easements have been acquired and the proposed plan has been reviewed by Escambia County.

## **Final Construction Plans**

Three (3) hard copies of signed and sealed 11” x 17” released for construction drawings

One (1) PDF copy of released for construction drawings

One (1) CD copy of ACAD drawing files

One (1) PDF copy of drawings

One (1) copy of project bid tabulation (Excel, PDF, and Word formats)

One (1) copy of the construction scope (PDF and Word format)

One (1) electronic copy of all information listed above

One (1) copy of Technical Specifications

## **Meetings**

As described in scope.

## **Schedule**

Sigma plans to complete this Scope of Work within 690 calendar days from notice to proceed.

Exhibit B

**PD 15-16.072**  
**Myrtle Grove Elementary School Pond**  
**Schedule**  
**September 26, 2016**

<b>Tasks / Deliverables</b>	<b>Start Date</b>	<b>Duration</b>	<b>Completion Date</b>
<b>NTP</b>	10/23/2016	0 days	10/23/2016
<b>Geotechnical Investigation</b>	10/23/2016	45 days	12/7/2016
<b>Topographic Survey</b>	10/23/2016	180 days	4/21/2017
<b>Subsurface Utility Exploration</b>	10/23/2016	30 days	11/22/2016
<b>30% Plan Submittal</b>	4/21/2017	30 days	5/21/2017
<b>30% Plan Review</b>	5/21/2017	15 days	6/5/2017
<b>Easement and ROW Acquisition</b>	6/5/2017	120 days	<b>10/3/2017</b>
<b>Stormwater Permitting</b>	10/3/2017	60 days	<b>12/2/2017</b>
<b>Draft Final Plan Submittal</b>	10/3/2017	60 days	12/2/2017
<b>Draft Final Plan Review</b>	12/2/2017	15 days	12/17/2017
<b>Final Plan Submittal</b>	12/17/2017	15 days	1/1/2018
<b>Bid Documents</b>	1/1/2018	15 days	1/16/2018
<b>Procurement Process</b>	1/16/2018	90 days	4/16/2018
<b>Construction Phase</b>	4/16/2018	150 days	9/13/2018

690 days



Exhibit C  
ENGINEERING SERVICES FOR  
PD 15-16.072  
Myrtle Grove Elementary Pond

Manhour Estimate  
September 26, 2016

		Engineering						
	Task Description	Admin (hours)	CADD (hours)	Jr. Engineer (hours)	Engineer (hours)	Sr. Engr. (hours)	Subconsultant Fee	Engineering Fee
	<b>Task 100 Coordination Meetings</b>							
	Task 101 Utility Coordination Meeting	1		4	18	3		\$ 2,880.00
	Task 102 County Staff Progress Meetings	3		3	9	6		\$ 2,280.00
	<b>Task 200 Data Collection</b>	2	4	10	6	2		\$ 2,240.00
	<b>Task 300 Geotechnical Investigation</b>							
	Task 301 Soil Borings, Testing, and Report						\$ 3,450.00	
	<b>Task 400 Permitting</b>							
	Task 401 Stormwater Permitting	2	8	4	8	2		\$ 2,280.00
	<b>Task 500 Public Involvement (Optional Services)</b>				2	2		\$ 510.00
	<b>Task 600 Engineering Design: Hydrologic and Hydraulic Modeling</b>	1	7	70	54	12		\$ 14,450.00
	<b>Task 700 Construction Plans: Myrtle Grove Elementary Pond</b>	10	84	49	52	24		\$ 20,725.00
	<b>Task 800 Bidding Assistance</b>							
	Task 801 Bid Tabulation and Cost Estimating	2	2	8	6	3		\$ 2,050.00
	Task 802 Pre-bid Conference	1			2			\$ 280.00
	Task 803 Respond to Requests for Additional Information (Optional Services)	2	4	8	4	2		\$ 1,840.00
	Task 804 Verify Bids			1	2			\$ 315.00
	<b>Task 900 Construction Assistance</b>							
	Task 901 Construction Observation	2		6	26	5		\$ 4,300.00
	Task 902 As-built Certification	1	6	6	2	1		\$ 1,410.00
	<b>Task 1000 Subsurface Utility Exploration</b>						\$ 1,800.00	
	<b>Total Manhours =</b>	<b>27</b>	<b>115</b>	<b>169</b>	<b>191</b>	<b>62</b>		
		\$ 50.00	\$ 80.00	\$ 85.00	\$ 115.00	\$ 140.00		
		\$ 1,350.00	\$ 9,200.00	\$ 14,365.00	\$ 21,965.00	\$ 8,680.00	\$ 5,250.00	\$ 55,560.00

Total Subconsultant (Optional Services) Fee =		
Total Engineering (Optional Services) Fee =	\$	2,350.00
Total Optional Services Fee =		\$ 2,350.00
Total Subconsultant (Lump Sum) Fee =		\$ 5,250.00
Total Permit Applications (Lump Sum) Fee =	\$	250.00
Total Engineering (Lump Sum) Fee =		\$ 52,960.00
Total Lump Sum Fee =		\$ 58,460.00
Total Project Fee =		\$ 60,810.00



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11144**

**County Administrator's Report 17. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 10/20/2016

**Issue:** Contract Award for 2251 N. Palafox Chiller Replacement II

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Contract Award for 2251 North Palafox Chiller Replacement II - Claudia Simmons, Office of Purchasing, Purchasing Manager.

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and McNorton Mechanical Contractors, Inc., per the terms and conditions of PD 15-16.101, 2251 N. Palafox Chiller Replacement II, in the amount of \$100,180, and authorize the County Administrator to execute all related documents for Owner Direct Purchase in excess of \$50,000.

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56401- \$54,784; and Fund 114, Misdemeanor Probation FD, Cost Center 290301, Object Code 56401- \$45,396]

### **BACKGROUND:**

The existing, inefficient air cooled chiller, was scheduled to be replaced in 2014. The replacement project was advertised under PD13-14.014 and awarded to McNorton Mechanical Contractors, Inc. at the February 6, 2014 BCC meeting. Due to the severity of the damage to the facility from the April 29, 2014 rain event this replacement project was cancelled in Mid May 2014. After 16 months of the building remaining vacant, the occupants moved back into the first floor of this facility on October 2015 and staff is recommending that we moved forward with the replacement of this old and inefficient chiller.

The Invitation to Bid, PD 15-16.101, 2251 N. Palafox Chiller Replacement II, advertised on Tuesday, September 06, 2016 in the Pensacola News Journal. Three known suppliers were also notified on September 06, 2016. Responses were received from six firms on Thursday, September 29, 2016. McNorton Mechanical Contractors, Inc. is the lowest bidder.

### **BUDGETARY IMPACT:**

[Funding: Fund 001 General Fund, Cost Center 310204, Object Code 56401 \$54,784]  
[Funding: Fund 114 Misdemeanor Probation FD, Cost Center 290301, Object Code 56401 \$45,396]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form A: Construction - A/E Designed.

**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.

The existing inefficient air cooled chiller was scheduled to be replaced in 2014. The replacement project was advertised under PD13-14.014 and awarded to McNorton Mechanical Contractors, Inc. at the February 6, 2014 BCC meeting. Due to the severity of the damage to the facility from the April 29, 2014 rain event this replacement project was cancelled in Mid May 2014. After 16 months of the building remaining vacant, the occupants moved back into the first floor of this facility on October 2015 and staff is recommending that we moved forward with the replacement of this old and inefficient chiller.

Requests for Invitation to Bid, PD 15-16.101, 2251 N. Palafox Chiller Replacement II, were publicly noticed on Tuesday, September 06, 2016 in the Pensacola News Journal. Three known suppliers were also notified via confirmed email delivery. Responses were received from six firms on Thursday, September 29, 2016. McNorton Mechanical Contractors, Inc. is the lowest bidder of a base bid of \$98,890 and alternate 1 bid of \$1,290, for a lump sum total of \$100,180.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form A: Construction - A/E Designed, Purchase Orders and Owner Direct Purchases (ODP's).

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**Attachments**

Bid Tab

Bid McNorton Mechanical Contractors, Inc.

Recommend to Award Determination Checklist

Agreement w Exhibits

---

# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: 2251 N. PALAFOX CHILLER REPLACEMENT II BID # PD 15-16.101								
NAME OF BIDDER	Solicitation Offer & Bid Form	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total	Alternate 1
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 9/29/2016 Bid Opening Location: Rm 11.407										
WDR Mechanical Contractors, Inc.	✓	✓	N/A	✓	✓	✗	✓	✓	\$124,760	\$1,500
McNorton Mechanical Contractors, Inc.	✓	✓	N/A	✓	✓	✗	✓	✓	\$98,890	\$1,290
The Wright Company	✓	✓	N/A	✓	✓	✗	✓	✓	\$122,340	\$3,400
Star Service, Inc. of Mobile	✓	✓	N/A	✗	✗	✓	✓	✗	\$121,788	\$1,346
James B. Donaghey, Inc.	✓	✓	N/A	✓	✓	✓	✓	✗	\$104,155	\$1,738
Comfort Systems USA Southeast	✓	✓	N/A	✓	✓	✗	✓	✓	\$130,000	\$3,500
BIDS OPENED BY:	Eddie H. Wehmeier, Purchasing Specialist				DATE: 9-29-16					
BIDS TABULATED BY:	Eddie H. Wehmeier, Purchasing Specialist				DATE: 9-29-16					
BIDS WITNESSED BY:	Lori Kistler SOSA				DATE: 9-28-16					

## RECOMMENDED TO AWARD

CAR  
DATE 10-20-16

BOCC  
DATE 10-20-16

The Purchasing Manager/Designee recommends to the BCC: To award a Purchase Order to McNorton Mechanical Contractors, Inc. for a lump sum of \$100,180.

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.

Notes:

Posted @ 9:00 a.m. CDT on 10-03-2016

*EHW*  
ehw



## SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

### SOLICITATION, OFFER AND BID FORM

#### SUBMIT OFFERS TO:

**Eddie H. Wehmeier Purchasing Specialist**  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850)595-4953 Fax No: (850) 595-4805  
**ESCAMBIA COUNTY FLORIDA**

#### Invitation to Bid

2251 N. PALAFOX CHILLER  
REPLACEMENT II

**SOLICITATION NUMBER:**  
**PD 15-16.101**

### SOLICITATION

MAILING DATE: Tuesday, September 06, 2016

PRE-BID CONFERENCE: A Non-Mandatory Pre Bid Conference will be held in the Office of Purchasing on Monday, September 12, 2016 at 10:00 a.m. CDT

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CDT, Thursday, September 29, 2016 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:

59-2422673

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: McNorton Mechanical Contractors Inc

REASON FOR NO OFFER:

ADDRESS: 1171 W. Detroit Blvd.

CITY, ST. & ZIP: Pensacola, FL 32534

PHONE NO.: (850) 478-5164

BID BOND ATTACHED \$ 5% 5,009.00

TOLL FREE NO.: ( )

FAX NO.: (850) 476-1942

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 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 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 assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*

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.**

### BID FORM

Specification Number PD

2251 N. Palafox Chiller Replacement II

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **2251 N. PALAFOX CHILLER REPLACEMENT II, SPECIFICATION 15-16.101**, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, McNorton Mechanical Contractors Inc. hereby propose to provide at the following price:

Company

Base Bid-Chiller Replacement as per Plans & Specifications

Lump Sum \$ 98,890.00

Alternate 1 – Provide 4-Inch Tee Fitting, Butterfly Valves,  
And Double Blind Flange for Future Temporary Chiller Connection

Lump Sum \$ 1,290.00



PD 15-16.101, 2251 N. PALAFOX CHILLER REPLACEMENT II

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (**Sec. 46-110.-Local Preference in Bidding**).

Yes ☐ No ☒

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. ✓ Date 9.13.16 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       

Occupational License No. 114514 ESC

Florida DBPR Contractor's License, Certification and/or Registration No. CMC 057195

Type of Contractor's License, Certification and/or Registration CMC 057195

Expiration Date: 08/18/2018

County Permits/Fees required for this project:  
Allow \$500

Person to contact concerning this bid:

Name: R. Lynn McNorton

Phone: 850-478-5164

Email: lmcnorton@mcnortonhvac.com

Person to contact for emergency service:

Name: R. Lynn McNorton

Phone: 850-478-5164

Email: lmcnorton@mcnortonhvac.com

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of 5% of bid.

The work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Thirty Five (135) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$150.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County Florida  
(print name of the public entity)  
by Robert Lynn McNorton - President  
(print individual's name and title)  
for Robert Lynn McNorton  
(print name of entity submitting sworn statement)

whose business address is

1171 W. Detroit Blvd  
Pensacola, FL 32534

and (if applicable) its Federal Employer Identification Number (FEIN) is:

59-2422473

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

No

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

No

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

No

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEM  
(signature)

Sworn to and subscribed before me this 28<sup>th</sup> day of Sept, 2016

Personally known

OR produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Betty McNorton  
Notary Public - State of Florida

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)





**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that McNorton Mechanical Contr. Inc. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

☒

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



Offeror's Signature

9.27.2016

Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,

In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: none

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: <u>Robert Lynn McNorton</u>	Secretary: <u>Robert Lynn McNorton</u>
Vice President: <u>Robert Lynn McNorton</u>	Treasurer: <u>Robert Lynn McNorton</u>
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

McNorton Mechanical Contractors Inc.  
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: 1171 W. Detroit Blvd.  
City, State, Zip: Pensacola, FL. 32534

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)



Page 2 of 2  
Corporate Identification

Federal Identification Number: 59-2422673  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: R. Lynn McNorton E-mail:  
lmcnorton@mcnortonhvac.com  
Telephone Number: 850-478-5164 Facsimile Number: 850-476-1942

Name of individual who will sign the instrument on behalf of the company:

Robert Lynn McNorton  
(Upon Certification of Award, 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)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

President

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

September 13, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: PD 15-16.101, 2251 N. Palafox Chiller Replacement II

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for responses to the following questions:

Question – No provisions were found to provide coil coatings on the chiller. We suggest adding a bid alternate.

Response - Please refer to spec 23 64 10-4 section 2.4 E, for coil coating.

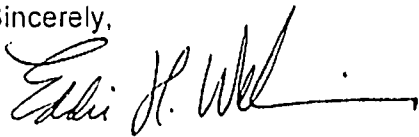
Question – Can you clarify warranty expectations, 1 year or 5 year?

Response - Spec section 23 64 10-2 section 1.8 contains a typo and should read:  
"A. Provide a manufacturer's full parts and labor warranty for five years from the date of substantial completion of the project." -end

Question - Please add an allowance for controls contractor as there is no requirement to provide DDC integration.

Response - Per the drawings, general note 4, the controls contractor is to provide full integration from new chiller to existing controls. Although the basis of design is a Trane chiller, the new chiller does not necessarily need to be a Trane chiller. No allowance will be given.

Sincerely,



Eddie H. Wehmeier  
Purchasing Specialist

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ehw



# CNA SURETY

## Bid Bond

Bond No. 62921990

### CONTRACTOR:

(Name, legal status and address)  
McNorton Mechanical Contractors, Inc.  
Corporation  
1171 W Detroit Blvd  
Pensacola, FL 32534

### SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY  
South Dakota Corporation  
333 South Wabash Avenue  
41st Floor  
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

County of Board of County Commissioners  
Escambia County Florida  
Governmental Entity

213 Palafox Place  
Pensacola, FL 32502

**BOND AMOUNT:** Five Percent of the Amount Bid

5% of the Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

2251 N Palafox Chiller Replacement II, Pensacola, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of September, 2016.

McNorton Mechanical Contractors, Inc.

(Principal)

(Seal)

(Witness)

(Title)

WESTERN SURETY COMPANY

(Surety)

(Seal)

(Witness)

(Title)

ATTORNEY IN FACT

Linda Bishop Whitman

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - 2010 Edition.



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62921990

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Linda Bishop Whitman

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: McNorton Mechanical Contractors, Inc.

Obligee: County of Board of County Commissioners Escambia County Florida

Amount: \$500,000.00

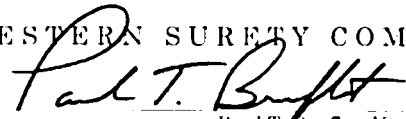
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of December 28th, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 29th day of September, 2016.

WESTERN SURETY COMPANY

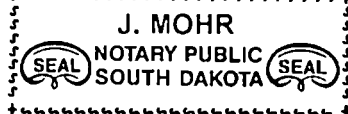


Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

On this 29th day of September, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

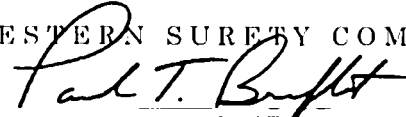


Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 29th day of September, 2016.

WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.enasurety.com](http://www.enasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT 1 TO TABULATION SHEET)**

**SECTION 1**

**- GENERAL INFORMATION SECTION -**

Description: 2251 N. Palafox Chiller Replacement

Bid Number: PD 15-16.101

Opening Date/Time: September 29, 2016 at 2:00 p.m.

Purchasing Agent: Eddie Wehmeier

Client Department: Facilities Management Dept. Director/Designee: George Bush

Protest Information:

**Note: Purchasing will advise of any Protest(s)**

Requisition # TBD

Fund: General/Facilities Priority One

Cost Center: 001/310204/56401 -\$54,784.00 and 114/29030/56401 \$45,396.00

Object Code: Misdemeanor Probation

**Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation** Yes No

**Note: Attachments to Requisition shall Reference PD #**

Comments Applicable to General Information Section:

**SECTION 2**

**- RECOMMENDED AWARD SECTION -**

(See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Award the base bid for the chiller replacement at 2251 N. Palafox, to McNorton Mechanical Contractors, in the amount \$98,890.00, and alternate 1 for temporary chiller connection, in the amount of \$1,290.00 for a total of \$100,180.00

\_\_\_\_\_ Unit Price Extensions Checked by:

(Signature)

(Date)

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder

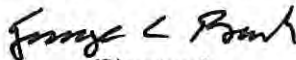
Purchasing Yes No Client Department Yes No

If Yes, Please Document in Space Provided:

**SECTION 3**

**-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval:

  
(Signature)

**Note: Fax Immediately to Director or Designee if not at Public Opening.**

Purchasing Manager/Designee Approval:

(Signature)

**Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).**

**Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).**

**STANDARD CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**MCNORTON MECHANICAL CONTRACTORS, INC**

**FOR**

**PD 15-16.101, 2251 N. PALAFOX CHILLER REPLACEMENT II**

FORM A: Construction- A/E Designed

**(Revised June 2016)**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS  
FORM A

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T001	TITLE, VICINITY MAP, SITE PLAN AND INDEX OF DRAWINGS
M-101	HVAC DEMOLITION AND NEW WORK PLAN

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Description

Division 23 – MECHANICAL

23 05 00 MECHANICAL GENERAL REQUIREMENTS

23 05 19 GAGES AND METERS

23 05 29 SUPPORTS AND ANCHORS

23 05 53 MECHANICAL IDENTIFICATION

23 05 93 TESTING, ADJUSTING, AND BALANCING

23 07 16 EQUIPMENT INSULATION

23 07 19 PIPING INSULATION

23 21 13 HYDRONIC PIPING

23 21 16 HYDRONIC SPECIALTIES

23 64 10 AIR COOLED WATER CHILLERS

Division 26 – ELECTRICAL

26 05 00 COMMON WORK RESULTS FOR ELECTRICAL

26 24 16 PANELBOARDS

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND MCNORTON MECHANICAL CONTRACTORS, INC.  
FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION  
CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with McNorton Mechanical Contractors, Inc. ("Contractor"), a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.101, 2251 N. Palafox Chiller Replacement II ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS.**

- A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

**SECTION 2. SCOPE OF WORK.**

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

**SECTION 3. CONTRACT AMOUNT.**

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**One Hundred Thousand One Hundred Eighty Dollars**

**\$100,180.00**

#### **SECTION 4. BONDS.**

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

#### **SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.**

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Fifteen (15) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Thirty Five (135) calendar days (herein "Contract Time").
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$150.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

## **SECTION 6. EXHIBITS INCORPORATED.**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions  
Exhibit B: Form of Performance and Payment Bonds  
Exhibit C: Insurance Requirements  
Exhibit D: Form of Release and Affidavit  
Exhibit E: Form of Contractor Application for Payment  
Exhibit F: Form of Change Order  
Exhibit G: Owner Direct Purchases- FORM OF0205 (if applicable)  
Exhibit H: Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows:

Sheet No.	Description
T001	TITLE, VICINITY MAP, SITE PLAN AND INDEX OF DRAWINGS
M-101	HVAC DEMOLITION AND NEW WORK PLAN

- Exhibit I: Technical Specifications

### **Division 23 – MECHANICAL**

23 05 00 MECHANICAL GENERAL REQUIREMENTS  
23 05 19 GAGES AND METERS  
23 05 29 SUPPORTS AND ANCHORS  
23 05 53 MECHANICAL IDENTIFICATION  
23 05 93 TESTING, ADJUSTING, AND BALANCING  
23 07 16 EQUIPMENT INSULATION  
23 07 19 PIPING INSULATION  
23 21 13 HYDRONIC PIPING  
23 21 16 HYDRONIC SPECIALTIES  
23 64 10 AIR COOLED WATER CHILLERS

### **Division 26 – ELECTRICAL**

26 05 00 COMMON WORK RESULTS FOR ELECTRICAL  
26 24 16 PANELBOARDS

- Exhibit J: Supplemental Terms and Conditions

Exhibit K: Federal Documents (if applicable)  
Exhibit L: Solicitation Documents Index

**SECTION 7. NOTICES.**

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Facilities Management / DCAT  
100 East Blount Street  
Pensacola, Florida 32501  
Attn: George C. Bush

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

McNorton Mechanical Contractors, Inc.  
1171 W. Detroit Blvd.  
Pensacola, FL 32534  
Attn: Robert Lynn McNorton

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**SECTION 8. MODIFICATION.**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 9. SUCCESSORS AND ASSIGNS.**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**SECTION 10. GOVERNING LAW.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

**SECTION 11. NO WAIVER.**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**SECTION 12. ENTIRE AGREEMENT.**

Each of the parties hereto agrees and represents that the Agreement comprises the full

and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**SECTION 13. SEVERABILITY.**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**SECTION 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. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. 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).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**



**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: 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, and McNorton Mechanical Contractors, Inc. signing by and through its 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.**

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

BCC Approved: October 20, 2016

**CONTRACTOR:**

**McNorton Mechanical Contractors, Inc., a Florida Corporation, authorized to do business in the State of Florida.**

ATTEST: Corporate Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Its: President

(Corporate Seal)

Date: \_\_\_\_\_

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS**

#### **Section 1. INTENT OF CONTRACT DOCUMENTS**

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

#### **Section 2. INVESTIGATION AND UTILITIES**

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal,

handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

### **Section 3. SCHEDULE**

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

### **Section 4. PROGRESS PAYMENTS**

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and

materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4. Contractor shall submit four (4) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

- 4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until

final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.
- 4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

## **Section 5. PAYMENTS WITHHELD.**

- 5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether

relating to or arising out of this Agreement or any other agreement between Contractor and County.

**Section 6. FINAL PAYMENT**

- 6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

**Section 7. SUBMITTALS AND SUBSTITUTIONS**

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results



called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

## **Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
  - 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
  - 8.1.2. Soil conditions which adversely affect the Work;
  - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
  - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site; and
- 8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

## **Section 9. CONTRACT TIME AND TIME EXTENSIONS**

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

- 9.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

## **Section 10. CHANGES IN THE WORK**

- 10.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 10.2.** A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3.** If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4.** In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual

equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

## **Section 11. CLAIMS AND DISPUTES**

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

## **Section 12. OTHER WORK**

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

- 12.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.
- 12.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

### **Section 13. INDEMNIFICATION AND INSURANCE**

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor'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 Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or 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 fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify 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.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance

companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4** All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.
- 13.6** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall



provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.7** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8** Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.
- 13.9** Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. 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.

#### **Section 14. COMPLIANCE WITH LAWS**

- 14.1.** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

#### **14.2 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>.

#### **Section 15. CLEANUP AND PROTECTIONS.**

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

#### **Section 16. ASSIGNMENT**

- 16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

#### **Section 17. PERMITS, LICENSES AND TAXES.**

- 17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

#### **Section 18. TERMINATION FOR DEFAULT.**

- 18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or

refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

- 18.2** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3** If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.
- 18.4** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

- 18.6** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

## **Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 19.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

## **Section 20. COMPLETION**

- 20.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.
- 20.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or

satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3.** After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

---

(Project Name and Address)

---

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 21. WARRANTY**

- 21.1.** Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within five (5) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the five (5) year Warranty Period.

## **Section 22. TESTS AND INSPECTIONS**

- 22.1.** County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.
- 22.4.** The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- 22.5.** Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.6.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

## **Section 23. DEFECTIVE WORK**

- 23.1.** Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not



limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

- 23.2.** If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond five (5) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to

exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

#### **Section 24. SUPERVISION AND SUPERINTENDENTS**

- 24.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

#### **Section 25. PROTECTION OF WORK**

- 25.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 25.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **Section 26. EMERGENCIES**

- 26.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted

above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjutant to the Contract Amount or an extension to the Contract Time.

## **Section 27. USE OF PREMISES**

- 27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

## **Section 28. SAFETY**

- 28.1.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
  - 28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
  - 28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 28.2** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 28.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 28.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

**Section 29. PROJECT MEETINGS.**

- 29.1.** Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_,  
(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for Contract No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_



(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

**BY THIS BOND**, We, \_\_\_\_\_

(Insert name, address and phone number of contractor)

\_\_\_\_\_ (hereinafter called the "Principal")

and \_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)

located at \_\_\_\_\_, a surety insurer

(Insert address and phone number)

chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for the purpose of \_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of improvement.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witnesses as to Principal

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

Witness

Witness

Witnesses

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

#### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

#### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

#### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.



Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, CPPB, CPPO, FCN, FCCM  
Senior Purchasing Coordinator  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA,"

as are deemed necessary by the Contractor and project manager.

- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during “off” hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County’s Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County’s Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building’s fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
  - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
  - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
    - (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The

Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be

obtained before their use.

- (14)** The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager ~~or~~ and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

COUNTY OF ESCAMBIA    )  
  )  
STATE OF FLORIDA        )

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.



CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**

**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number \_\_\_\_\_ PD \_\_\_\_\_  
Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

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.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
*Contractor*

By: \_\_\_\_\_  
*Architect*

By: \_\_\_\_\_  
Owner

## EXHIBIT G

### SUPPLEMENTARY CONDITIONS

#### 1. OWNER DIRECT PURCHASES (ODP)

1.1 County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

1.2 Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his bid. His bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than \$5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

1.3 Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

1.4 Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model or specification number of the item
- c. quantity needed as estimated by Contractor
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. delivery dates as established by Contractor
- g. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
- h. shipping, handling and insurance costs
- i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
- j. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

- 1.5 After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.
- 1.6 In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.
- 1.7 Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.
- 1.8 As ODP are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match up with the invoice for payment.
- 1.9 The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently



defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

- 1.10 The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work
- 1.11 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.
- 1.12 Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.
- 1.13 The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.
- 1.14 The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.
- 1.15 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.

- 1.16 Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.
- 1.17 In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.
- 1.18 At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.

## CERTIFICATE OF ENTITLEMENT

I, the undersigned authorized representative of \_\_\_\_\_ (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number, \_\_\_\_\_, certify that the tangible personal property purchased on or after \_\_\_\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # \_\_\_\_\_ with \_\_\_\_\_ (Name of Contractor) for the building of \_\_\_\_\_.

I certify that the purchase of the materials contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

*You must initial each of the following requirements.*

\_\_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the materials the contractor will use in the identified public works.

\_\_\_\_\_ 2. The vendor's invoice is issued directly to Governmental Entity.

\_\_\_\_\_ 3. Payment of the vendor's invoice is made directly by Governmental Entity to the vendor from public funds.

\_\_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.

\_\_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase.

I understand that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the materials purchased. If the Department of Revenue determines that the materials purchased tax-exempt by issuing this Certificate do not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to

conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchaser's Name (Print or Type)

\_\_\_\_\_  
Date

Federal Employer Identification:\_\_\_\_\_

Telephone Number:\_\_\_\_\_

**You must attach the Purchase Order and the Florida Consumer's Certificate of Exemption issued to Governmental Entity.**

Do not send to the Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

(d) If the contractor does not have a Certificate of Entitlement, sales to the contractor are subject to tax, unless the contractor can demonstrate to the satisfaction of the Executive Director or designee that such sales are, in substance, tax-exempt direct sales to a governmental entity.

(e) The governmental entity may not transfer liability for such tax, penalty, and interest to another party by contract or agreement.

(f) In the case of contracts with any agency or branch of the United States government in which the federal governmental agency or branch is not required to produce a Certificate of Entitlement, the purchase must comply with the five criteria provided in paragraph (4)(b), for the purchase of supplies and materials to be exempt from sales and use tax. If the criteria in paragraph (4)(b) are not met, the contractor is the ultimate consumer of such supplies or materials and is liable for sales or use tax on such purchases and manufacturing costs.

(5) Contractors, including subcontractors, that manufacture or fabricate their own materials for incorporation into public works cannot be included in a governmental entity's direct purchase program and may not accept a Certificate of Entitlement. The contractor and subcontractors, not the governmental entity, are deemed to be the ultimate consumers of the articles of tangible personal property they manufacture or fabricate to perform their contracts and are liable for tax in the manner provided in subsection (10) of Rule 12A-1.051, F.A.C.

(6) through (8) No change.

Rulemaking Authority 212.08(6), 212.17(6), 212.18(2), 212.183, 213.06(1) FS. Law Implemented 212.02(4), (14), (15), (16), (19), (20), (21), 212.06(1), (2), (14), 212.07(1), 212.08(6), (7)(bbb), 212.085, 212.18(2), 212.183 FS., s. 8, Ch. 2010-138, L.O.F. History—New 6-3-80, Amended 11-15-82, Formerly 12A-1.94, Amended 1-2-89, 8-10-92, 6-28-04,



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11133**

**County Administrator's Report 17. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 10/20/2016

**Issue:** Contract Award for Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Contract Award for Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 15-16.098, Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road, for a lump sum of \$529,579.45.

[Funding: Fund 129, 2015 CDBG, Cost Center 370224, Object Code 56301 - \$161,144.45; Fund 129, 2014 CDBG, Cost Center 370220, Object Code 56301 - \$149,751; Fund 129, 2013 CDBG, Cost Center 370218, Object Code 56301 - \$80,305; and Fund 129, 2012 CDBG, Cost Center 370211, Object Code 56301 - \$138,379]

### **BACKGROUND:**

The Montclair Sidewalks project generally consists of the construction of sidewalks on one side of portions of Medford Avenue, Clifton Avenue, Cranston Avenue, and Montclair Road. The project includes driveway, partial curb, and mailbox replacement, and other items needed to support this improvement. The proposed improvements will be constructed within the existing Escambia County rights-of-way and/or on any proposed temporary work agreements secured.

Construction shall comply with:

- Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions
- The Florida Department of Transportation, 2016 Design Standards and latest revisions
- All water work shall be done in accordance with the latest edition of ECUA's Engineering Manual



The Work shall be substantially completed within One Hundred and twenty (120) calendar days from the Notice to Proceed (NTP). Contractor shall be onsite and commence work within 10 days of NTP. Final completion shall be obtained within Thirty (30) consecutive calendar days from the date of Substantial Completion.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, August 29, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Tuesday, September 13, 2016. Four firms were represented at that meeting. Bids were received from three contractors on Wednesday, September 28, 2016. Roads, Inc. of NWF is the low bidder.

**BUDGETARY IMPACT:**

Funding: Fund 129 2015 CDBG, Cost Center 370224, Object Code 56301, \$161,144.45  
Fund 129 2014 CDBG, Cost Center 370220, Object Code 56301, \$149,751  
Fund 129 2013 CDBG, Cost Center 370218, Object Code 56301, \$80,305 and  
Fund 129 2012 CDBG, Cost Center 370211, Object Code 56301, \$138,379]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form D: Road/Drainage

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**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.

The Montclair Sidewalks project generally consists of the construction of sidewalks on one side of portions of Medford Avenue, Clifton Avenue, Cranston Avenue, and Montclair Road. The project includes driveway, partial curb, and mailbox replacement, and other items needed to support this improvement. The proposed improvements will be constructed within the existing Escambia County rights-of-way and/or on any proposed temporary work agreements secured.

Construction shall comply with:

- Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions
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**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and Purchase Order.

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**Attachments**

Agreement

Bid Tabulation

Recommendation to Award Determination Checklist

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**STANDARD CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**Roads, Inc. of NWF**

**For**

**PD 15-16.098, Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road**

**FORM D: Road/Drainage**

**(Revised June 2016)**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS  
FORM D

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Project Specifications for Montclair Sidewalks Phase 2, ENG 1903, August 2016

Exhibit I/ Working Drawings / Plans prepared by Engineer and Identified as Follows:

<b>Sheet No.</b>	<b>Description</b>
1	Cover Sheet
2	General Notes
3	Summary of Pay Items
4	Project Layout
5	Project Layout
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7	Demo/Proposed Medford Avenue Sheet 1
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18	Demo/Proposed Cranston Avenue Sheet 3
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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND ROADS, INC. OF NWF FOR STANDARD  
ROAD/DRAINAGE CONSTRUCTION CONTRACT  
DOCUMENTS.**

**THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,** ("County"), hereby contracts with Roads, Inc. of NWF, a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.098, Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS**

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

**SECTION 2. SCOPE OF WORK**

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

**SECTION 3. CONTRACT AMOUNT**

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**Five Hundred Twenty Nine Thousand Five Hundred Seventy Nine Dollars and Forty Five  
Cents  
(\$529,579.45)**

#### **SECTION 4. BONDS**

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

#### **SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.**

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Two Hundred Fifty (150) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch

list” of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

## **SECTION 6. EXHIBITS INCORPORATED**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions  
Exhibit B: Form of Performance and Payment Bonds  
Exhibit C: Insurance and Safety Requirements  
Exhibit D: Form of Release and Affidavit  
Exhibit E: Form of Contractor Application for Payment  
Exhibit F: Form of Change Order  
Exhibit G: Payment Adjustment - Bituminous Material  
Exhibit H: Technical Specifications  
Project Specifications for Montclair Sidewalks Phase 2, ENG 1903, August 2016

Exhibit I: Working Drawings / Plans prepared by Engineer and Identified as Follows:

<b>Sheet No.</b>	<b>Description</b>
1	Cover Sheet
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Exhibit K: Federal Documents  
Exhibit L: Solicitation Documents Index

## **SECTION 7. NOTICES**

- A.** All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering  
3363 West Park Place  
Pensacola, Florida 32505  
Attention: Elizabeth Bush, Construction Manager

- B.** All correspondence with the Contractor will be addressed to the following:

Roads, Inc. of NWF  
106 Stone Boulevard  
Cantonment, Florida 32533  
Attention: Cody L. Rawson, President

- C.** Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

## **SECTION 8. MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

## **SECTION 9. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

## **SECTION 10. GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

## **SECTION 11. NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

## **SECTION 12. ENTIRE AGREEMENT**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

## **SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

## **SECTION 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. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow

access to such documents, terminate the contract. 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).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**



**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: 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, and Roads, Inc. of NWF signing by and through its 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.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Jack R. Brown, County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

**Roads, Inc. of NWF**, a **Florida** Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Its: Cody L. Rawson, President

(Corporate Seal)

Date: \_\_\_\_\_

BCC Approved: October 20, 2016

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**Section 1. INTENT OF CONTRACT DOCUMENTS**

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

**Section 1. INVESTIGATION AND UTILITIES**

- 1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

## **Section 2. SCHEDULE**

- 2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

## **Section 3. PROGRESS PAYMENTS**

- 3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- 3.4.** Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5** County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6** Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.6** Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

- 4.7 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

#### **Section 4. PAYMENTS WITHHELD**

- 4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

#### **Section 5. FINAL PAYMENT**

- 5.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

#### **Section 6. SUBMITTALS AND SUBSTITUTIONS**

- 6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 6.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD

or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

- 6.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 6.4.** If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 6.5.** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 6.6.** The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

## **Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 7.1.** Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- 7.1.1.** Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 7.1.2.** Soil conditions which adversely affect the Work;
- 7.1.3.** The hours of operation by Contractor's personnel and subcontractor's personnel;
- 7.1.4.** The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5.** All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6.** Description of Work being performed at the Project site;
- 7.1.7.** Any unusual or special occurrences at the Project site;
- 7.1.8.** Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 7.2.** Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 7.3.** Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.



## **Section 8. CONTRACT TIME AND TIME EXTENSIONS**

- 8.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 8.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 8.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 8.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:
- 8.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
  - 8.4.2.** The weather was unusual as documented by supporting data.
  - 8.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
  - 8.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

## **Section 9. CHANGES IN THE WORK**

- 9.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or

changed work orally.

- 9.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

## **Section 10. CLAIMS AND DISPUTES**

- 10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

- 10.3.** The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

## **Section 11. OTHER WORK**

- 11.1.** County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 11.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 11.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

## **Section 12. INDEMNIFICATION AND INSURANCE**

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor'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 Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or 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 fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify 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.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.3** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.4** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- 13.5** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.6** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.7** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.8** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. 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.

### **Section 13. COMPLIANCE WITH LAWS**

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** **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>.

#### **Section 14. CLEANUP AND PROTECTIONS**

- 14.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 14.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

#### **Section 15. ASSIGNMENT**

- 15.1.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

#### **Section 16. PERMITS, LICENSES AND TAXES**

- 16.1.** Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 16.2.** Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 16.3.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

#### **Section 17. TERMINATION FOR DEFAULT**

- 17.1.** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 17.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 17.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 17.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 17.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 17.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to



any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

#### **Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 18.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 18.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### **Section 19. COMPLETION**

- 19.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 19.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 19.3.** After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

\_\_\_\_\_  
(Project Name and Address)

\_\_\_\_\_  
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 20. WARRANTY**

- 20.1.** Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two (2) year Warranty Period.

**Section 21. PROJECT LAYOUT AND CONTROL**

- 21.1.** Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 21.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 21.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

## **Section 22. TESTS AND INSPECTIONS**

- 22.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 22.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

## **Section 23. DEFECTIVE WORK**

- 23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 23.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

#### **Section 24. SUPERVISION AND SUPERINTENDENTS**

- 24.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

#### **Section 25. PROTECTION OF WORK**

- 25.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 25.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **Section 26. EMERGENCIES**

- 26.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

## **Section 27. USE OF PREMISES**

- 27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 27.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

## **Section 28. SAFETY**

- 28.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
- 28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- 28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 28.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3.** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4.** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

## **Section 30. PROJECT MEETINGS**

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.



**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

**BOND NO.** \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for Contract No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligor.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

**BY THIS BOND**, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)

\_\_\_\_\_ (hereinafter called the "Principal") and

\_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)

located at \_\_\_\_\_, a surety insurer

(Insert address and phone number)  
chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for the purpose of \_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of improvement.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witnesses as to Principal

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness

(Business Address)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnesses

(Business Address)

(Printed Name)

\_\_\_\_\_

(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me

**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the



provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, CPPO, CPPB  
Senior Purchasing Coordinator  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during “off ‘hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County’s Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County’s Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building’s fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
  - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
  - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
- (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County’s Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic,

cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

**COUNTY OF ESCAMBIA**  
**STATE OF FLORIDA**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_ [Corporate Seal]



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**  
**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F  
CONSTRUCTION CHANGE ORDER

Change Order Number \_\_\_\_\_ Contract Number \_\_\_\_\_ PD \_\_\_\_\_

Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

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.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

*Contractor*

By: \_\_\_\_\_

*Engineer*

By: \_\_\_\_\_

Owner

**EXHIBIT G**  
**PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.**

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
  - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
  - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
  - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
  - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
  - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa '  $P_b X(I_d - I_b)$  where:  
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)  
Pb ' Bid unit price for Bituminous Material.  
Id ' Asphalt Price Index during the month in which the material is incorporated into the project.  
Ib ' Asphalt Price Index during the month in which bids were received for this contract.
  - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
  - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

## **EXHIBIT H**

### **MONTCLAIR SIDEWALKS, PHASE 2, MEDFORD AVENUE & MONTCLAIR ROAD SPECIFICATION PD 15-16.098**

#### **TECHNICAL SPECIFICATIONS**

Project Specifications for Montclair Sidewalks Phase 2, ENG 1903, August 2016



## EXHIBIT I

### MONTCLAIR SIDEWALKS, PHASE 2, MEDFORD AVENUE & MONTCLAIR ROAD SPECIFICATION PD 15-16.098

Sheet No.	Description
1	Cover Sheet
2	General Notes
3	Summary of Pay Items
4	Project Layout
5	Project Layout
6	Project Layout
7	Demo/Proposed Medford Avenue Sheet 1
8	Demo/Proposed Medford Avenue Sheet 2
9	Demo/Proposed Medford Avenue Sheet 3
10	Demo/Proposed Medford Avenue Sheet 4
11	Demo/Proposed Medford Avenue Sheet 5
12	Demo/Proposed Medford Avenue Sheet 6
13	Demo/Proposed Medford Avenue Sheet 7
14	Demo/Proposed Medford Avenue Sheet 8
15	Demo/Proposed Medford Avenue Sheet 9
16	Demo/Proposed Cranston Avenue Sheet 1
17	Demo/Proposed Cranston Avenue Sheet 2
18	Demo/Proposed Cranston Avenue Sheet 3
19	Demo/Proposed Montclair Avenue Sheet 1
20	Demo/Proposed Montclair Avenue Sheet 2
21	Demo/Proposed Montclair Avenue Sheet 3
22	Demo/Proposed Montclair Avenue Sheet 4
23	Demo/Proposed Montclair Avenue Sheet 5
24	Demo/Proposed Montclair Avenue Sheet 6
25	Demo/Proposed Montclair Avenue Sheet 7
26	Demo/Proposed Montclair Avenue Sheet 8
27	Demo/Proposed Montclair Avenue Sheet 9
28	Demo/Proposed Montclair Avenue Sheet 10
29	Demo/Proposed Montclair Avenue Sheet 11
30	Demo/Proposed Montclair Avenue Sheet 12
31	Demo/Proposed Montclair Avenue Sheet 13
32	Demo/Proposed Montclair Avenue Sheet 14
33	Demo/Proposed Montclair Avenue Sheet 15
34	Demo/Proposed Montclair Avenue Sheet 16
35	Demo/Proposed Montclair Avenue Sheet 17
36	Demo/Proposed Montclair Avenue Sheet 18
37	Demo/Proposed Montclair Avenue Sheet 19
38	Demo/Proposed Montclair Avenue Sheet 20
39	Demo/Proposed Montclair Avenue Sheet 21
40	Demo/Proposed Montclair Avenue Sheet 22
41	Demo/Proposed Montclair Avenue Sheet 23
42	Project Details
43	Project Details
44	Project Details

**EXHIBIT K**

**MONTCLAIR SIDEWALKS, PHASE 2, MEDFORD AVENUE & MONTCLAIR ROAD  
SPECIFICATION PD 15-16.098**

**FEDERAL DOCUMENTS**

**ESCAMBIA COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROGRAM**

FEDERAL CONTRACT COMPLIANCE PROVISIONS  
FOR  
CONSTRUCTION PROJECTS  
(FUNDED IN WHOLE OR IN PART WITH COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM FUNDING OBTAINED FROM THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT)

Updated: August 2016

# **ESCAMBIA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

## **INFORMATION FOR BIDDERS**

This project is financed through the Community Development Block Grant (CDBG) Program with funds obtained from the U.S. Department of Housing and Urban Development (HUD).

Section 3 Requirements: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12. USC 1701 U (Section 3). The purpose of Section 3 is to ensure that employment and other economic development opportunities generated by HUD assistance, to the greatest extent feasible, be directed to low and very low income persons. Section 3 businesses are encouraged to submit proposals.

Equal Opportunity/Affirmative Action: Minority and women-owned businesses are encouraged to submit bids.

Federal Labor Standards: This project is subject to Federal Labor Standards Requirements, including Davis Bacon requirements, Copeland Act, and Contract Work Hours and Safety Standards. All work performed on the project will be subject to the approved wage determination rates in bid documents. If applicable to this project, a separate Federal Labor Standards Packet will be provided.

### **For your bid to be considered responsive, you must complete the following certification forms:**

#### For ALL Bids:

1. Certification of Non Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
4. Anti-Lobbying Certification (FORM D)
5. Certification of M/W/DBE Designation (FORM E)
5. Documentation of MBE and WBE Subcontractor Solicitation (FORM F)
6. Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Ability Form (FORM G)
7. Architect, Engineer, or Contractor Certification (FORM H)—ADA PROJECTS ONLY
8. Certification of Receipt of Federal Labor Standards Provisions (INCLUDED IN FEDERAL LABOR STANDARDS PACKET)

#### For Contracts Exceeding \$100,000:

1. Certification Regarding Section 3 Provisions (FORM I)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM J)

**Additional Certifications will be required by subcontractors prior to the start of work:**

For ALL subcontracts:

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
2. Anti-Lobbying Certification (FORM D)
3. Certification of M/W/DBE Designation (FORM E)
4. Certification of Receipt of Federal Labor Standards Provisions (INCLUDED IN FEDERAL LABOR STANDARDS PACKET)

For all subcontracts exceeding \$10,000:

1. Certification of Non Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)

For subcontracts exceeding \$100,000:

1. Certification Regarding Section 3 Provisions (FORM I)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM J)

**Submission of Section 3 Utilization Report for Contracts Exceeding \$100,000:**

Prime contractors must submit a Section 3 Utilization Report to Escambia County or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and ALL Subcontractors according to the Section 3 Affirmative Action Plan.

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**THIS PACKET CONTAINS THE FOLLOWING INFORMATION:**

<b>SECTION I:</b> FORMS/CERTIFICATIONS	pages 4-18
<b>SECTION II:</b> SECTION 3 INFORMATION AND REPORTING FORMS	pages 19-24
<b>SECTION III:</b> REQUIRED PROJECT SIGN FORMAT	page 25
<b>SECTION IV:</b> FEDERAL PROVISIONS	pages 26-40

**CERTIFICATION OF NONSEGREGATED FACILITIES**  
(Contracts/Subcontracts Exceeding \$10,000)

Name of Contractor/Subcontractor: Roads Inc. of NWF

Project Name and Number: MONTCLAIR SIDEWALKS PHASE 2

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

Name and Title of Authorized Representative (Please Print or Type): Cody Rawson President	
Signature: 	Date: 10-4-16

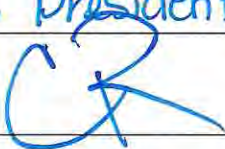
*NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work*

**CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY (EEO)**  
(Contracts and Subcontracts Exceeding \$10,000)

**INSTRUCTIONS:**

This certification is required pursuant to Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the BIDDER has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

<b>CERTIFICATION BY (check one):</b> <input checked="" type="checkbox"/> <b>CONTRACTOR</b> <input type="checkbox"/> <b>SUBCONTRACTOR</b>	
NAME AND ADDRESS OF CONTRACTOR/SUBCONTRACTOR (include ZIP CODE): <i>Roads Inc of NWF</i> <i>106 Stone Blvd.</i> <i>Cantonment, FL 32533</i>	
1. CONTRACTOR/SUBCONTRACTOR has participated in a previous contract or subcontract subject to the EEO Clause. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
3. CONTRACTOR/SUBCONTRACTOR has filed all compliance reports due under applicable instructions, including SF 100. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Name and Title of Authorized Representative (Please Print or Type): <i>Cody Rawson, President</i>	
Signature: 	Date: <i>10-4-16</i>

**NOTE:** Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work

Contractors with 50 or more employees that have either a (1) contract, subcontract, or purchase order of \$50,000 or more; or (2) serve as a depository of Government funds in any amount; or (3) are a financial institution serving as a issuing and paying agent of U.S. Savings Bonds and Savings notes are required to submit a SF 100, EEO-1 report annually, by September 1, documenting the number of employees by race, ethnicity, and gender for each of nine job categories.



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
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 three-year period preceding this proposal been convicted of or had a civil judgment 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 (1)(b) of this certification; and
  - (d) Have not within a three-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.

<b>Name and Title of Authorized Representative (Please Print or Type):</b> <div style="text-align: center; color: blue; font-family: cursive;">Cody Rawson President</div>	
<b>Signature:</b> <div style="text-align: center; color: blue; font-family: cursive;">[Signature]</div>	<b>Date:</b> <div style="text-align: center; color: blue; font-family: cursive;">10-4-16</div>
<b>Firm Name:</b> <div style="text-align: center; color: blue; font-family: cursive;">Roads Inc. of NWF</div>	
<b>Firm Address:</b> <div style="text-align: center; color: blue; font-family: cursive;">106 Stone Blvd. Cantonment, FL 32533</div>	

**ANTI-LOBBYING CERTIFICATION  
FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**


The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 agency, a Member of Congress, and 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.

(2) 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

<b>Name and Title of Authorized Representative (Please Print or Type):</b> <div style="text-align: center; margin-top: 10px;"> <i>Cody Rawson</i>  <i>President</i> </div>	
<b>Signature:</b> <div style="text-align: center; margin-top: 10px;">  </div>	<b>Date:</b> <div style="text-align: center; margin-top: 10px;"> <i>10-4-16</i> </div>



# **CERTIFICATION OF MBE/WBE/DBE DESIGNATION**

Contractor      DOES or ✓ DOES NOT qualify as an MBE/WBE/DBE FIRM

The undersigned swears that the foregoing statements are made as part of this application are true and correct and includes all material information necessary to:

**1. Name and Address of Company:**

*Roads Inc. of NWF  
106 Stone Blvd.  
Cantonment, FL 32533*

**2. Identify the Ownership Thereof:**

*Cody Rawson  
Various Trust Entities*

**% of Ownership**

*17%  
~~83%~~*

**3. Provide DOCUMENTATION that the company/firm is designated as a (check all that apply):**

- ☐ Minority Business Enterprise (MBE)  
☐ Women Business Enterprise (WBE)  
☐ Disadvantage Business Enterprise (DBE)

*None Applicable*

**Name and Title of Authorized Representative (Please Print or Type):**

*Cody Rawson  
President*

**Signature:**

*[Handwritten Signature]*

**Date:**

*10-4-16*

**WITNESSES:**

**By:**

*[Handwritten Signature]*

**Print Name:**

*J Stokes*

**By:**

*[Handwritten Signature]*

**Print Name:**

*D Johnson*

**DOCUMENTATION OF MBE AND WBE SUBCONTRACTOR SOLICITATION**


All bidders are required in accordance with 24 CFR 85.36 (e)(2)(vi) to document efforts to solicit minority-owned and women-owned subcontractors if subcontracts are to be let. Failure to document these efforts and complete this certification will cause the bid to be non-responsive and possibly rejected.

At a minimum, bidders are required to take the following action:

Assuring that minority businesses and women's business enterprises are solicited whenever they are potential sources by including written documentation of such action with the bid proposal. Written documentation may include, for example, (1) written quotes from MBEs and WBEs; (2) letters of solicitation prepared by the bidder and sent to MBEs and WBEs who may be potential sources; and (3) written accounts of phone solicitations of MBEs and WBEs. Such accounts must include the name of the MBE or WBE firm, mailing address, phone number and contact person at the MBE or WBE firm.

☒ I hereby certify that the ATTACHED DOCUMENTATION of efforts to solicit MBE and WBE subcontractors is to the best of my knowledge true and accurate. Furthermore, I understand that the ATTACHED DOCUMENTATION will be verified prior to awarding a contract.

☐ I hereby certify that no subcontracts will be let on this project

<b>Name and Title of Authorized Representative (Please Print or Type):</b> Cody Rawson President	
<b>Signature:</b> 	<b>Date:</b> 10-4-16
<b>Firm Name:</b> Roads Inc. of NWFL	
<b>Firm Address:</b> 106 Stone Blvd. Cantonment, FL 32533	



# **CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY**

NAME OF COMPANY: Roads Inc of NWF  
 ADDRESS OF COMPANY: 106 Stone Blvd. Cantonment, FL 32533

TYPE OF BUSINESS:

- ☒ Corporation      ☐ Partnership  
☐ Sole Proprietorship      ☐ Joint Venture

ATTACHED is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:

- ☐ Copy of resident lease      ☐ Copy of receipt of public assistance  
☐ Copy of evidence of participation in a public assistance program      ☐ Other evidence

For business entity as applicable:

- ☒ Copy of Articles of Incorporation      ☐ Certificate of Good Standing  
☐ Assumed Business Name Certificate      ☐ Partnership Agreement  
☐ List of Owners/Stockholders and % ownership each      ☒ Corporation Annual Report  
☐ Latest Board minutes appointing officers      ☐ Additional documentation  
☐ Organization chart with names and titles and brief function statement

For business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 business:

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- ☐ List of all current full time employees      ☐ List of employees claiming Section 3 status  
☐ PHA/HA Residential lease less than 3 years from the date of employment  
☐ Other evidence of Section 3 status less than 3 years from the date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement  
☐ Statement of ability to comply with public policy  
☐ Listed of owned equipment  
☐ List of all contracts for the past two years

Name and Title of Authorized Representative (Please Print or Type):

Cody Rawson, President

Signature:

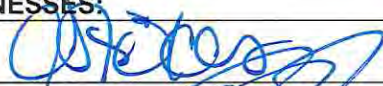


Date:

10-4-16

WITNESSES:

By:



Print Name:

J Stokes

By:



Print Name:

D Johnson

Contractor    DOES or X DOES NOT qualify as a Section 3 business

**ARCHITECT, ENGINEER OR CONTRACTOR'S CERTIFICATION  
(for ADA PROJECTS ONLY)**

COMPLIANCE WITH MINIMUM STANDARDS FOR  
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Contract No. PD 15-16.098

Project Name: ECUA FIRE PROTECTION IMPROVEMENT PROJECT


Location: **CDBG TARGETED CENSUS TRACTS IN ESCAMBIA COUNTY**

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for making Buildings and Facilities Accessible to and Usable By the Physically Handicapped, Number A-117.1R-1972 (as modified by CFR 101-19.603).

Architect, Engineer or Contractor for the Project:  
(Legal Name and Address) NOT APPLICABLE TO THIS PROJECT

Registration Number:

Signature:

  
Cody Rawson

(Print Name)

**CERTIFICATION OF SECTION 3 PROVISIONS**  
(Contracts/Subcontracts Exceeding \$100,000)

Name of Contractor/Subcontractor: Roads Inc. of NWF


Project Name and Number: MONTCLAIR SIDEWALKS PHASE 2

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 Plan was prepared and submitted as part of the bid proceedings.

Name and Title of Authorized Representative (Please Print or Type):

Signature:

Cody Rawson  


Date:

10-4-16

*NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) if applicable prior to start of work*



## CONTRACTOR SECTION 3 AFFIRMATIVE ACTION PLAN

If award is received, Roads Inc. of WWF (Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and business within Escambia County, Florida.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if vacancy exists.
- \*D. To insert this Section 3 plan in all bid documents and in subcontracts over \$100,000, and to require all bidders or subcontractors to submit Tables A and B from said subcontractors and to obtain all documentation for completion of Tables C and D prior to final payment. Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.


\*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.

J. To list on Table A, information related to proposed subcontractors to be awarded to Section 3 businesses.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of Roads Inc of NWT  
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

Company Name: <u>Roads Inc of NWT</u>	
Name and Title of Authorized Representative (Please Print or Type): <u>Cody Rayson, President</u>	
Signature: 	Date: <u>10-4-16</u>

**TABLE A**  
**BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS**

TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO SECTION 3 BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO SECTION 3 BUSINESSES*

<b>Company Name:</b>	
<b>Name and Title of Authorized Representative (Please Print or Type):</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Project Name:</b> MONTCLAIR SIDEWALKS PHASE 2	<b>Project No:</b>

**TABLE B**  
**BIDDER'S SECTION 3 ESTIMATED NEW HIRES**

<b>JOB CATEGORY</b>	<b>ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT</b>	<b>NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES</b>	<b>NO OF POSITIONS NOT OCCUPIED</b>	<b>NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*</b>
OFFICER/SUPERVISORS				
PROFESSIONALS				
TECHNICAL				
HSG SALES/RENTAL MGMT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				

<b>Company Name:</b>	
<b>Name and Title of Authorized Representative (Please Print or Type):</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Project Name:</b> MONTCLAIR SIDEWALKS PHASE 2	<b>Project No:</b>

\*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

**TABLE C**  
**CONTRACTORS'S SECTION 3 NEW HIRES REPORT**

<b>JOB CATEGORY</b>	<b>ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT</b>	<b>NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES</b>	<b>NO OF POSITIONS NOT OCCUPIED</b>	<b>NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*</b>
OFFICER/SUPERVISIORS				
PROFESSIONALS				
TECHNICAL				
HSG SALES/RENTAL MGMT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				

*NOTE: Must be submitted by Contractor prior to final draw.*

<b>Company Name:</b>	
<b>Name and Title of Authorized Representative (Please Print or Type):</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Project Name:</b> MONTCLAIR SIDEWALKS PHASE 2	<b>Project No:</b>

\*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

**TABLE D**  
**CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT**

<b>Prime Contractor:</b>	<b>Address:</b>
<b>Project Name:</b> MONTCLAIR SIDEWALKS PH 2	<b>Contract Amount:</b>

Name of Subcontractor	Section 3 business (Y/N)?	Address/Phone	Trade, Service or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid?	FED ID #

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES: \$ \_\_\_\_\_

A Section 3 Business concern is a business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

# **SECTION II**

## **SECTION 3 - ECONOMIC OPPORTUNITIES**

### **What is Section 3?**

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

### **Section 3 Policy**

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

### **Who are Section 3 residents?**

**Section 3 residents** are:

- Public housing residents
- **Low and very-low income** persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

### **Determining Income Levels**

- **Low income** is defined as 80% or below the median income of that area
- **Very low income** is defined as 50% or below the median income of that area.
- Current income levels by household size for the **Escambia County area** are provided in the table below (2016):

<b># PERSONS IN FAMILY</b>	<b>VERY LOW INCOME (50% OF MEDIAN)</b>	<b>LOW INCOME (80% OF MEDIAN)</b>
<b>1</b>	\$20,900	\$33,400
<b>2</b>	23,850	38,200
<b>3</b>	26,850	42,950
<b>4</b>	29,800	47,700
<b>5</b>	32,200	51,550
<b>6</b>	34,600	55,350

**What is a Section 3 business & what types of economic opportunities are available under Section 3?**

**A Section 3 business** is a business:

- That is at least 51 percent or more owned by Section 3 residents,



- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Types of Opportunities:

- Job training
- Employment
- Contracts

Examples include:

Administrative/ Management	Services	Construction
accounting	appliance repair	architecture
payroll	florists	bricklaying
research	marketing	carpentry
bookkeeping	carpet installation	cement/masonry
purchasing	janitorial	demolition
word processing	photography	drywall
	catering	electrical
	landscaping	elevator construction
	printing	engineering
	computer/information	fencing
	manufacturing	heating
	transportation	iron works
		machine operation
		painting
		plastering
		plumbing
		surveying
		tile setting

### Who will award the economic opportunities?

Recipients of HUD financial assistance **and their contractors and subcontractors are required** to provide economic opportunities, to the greatest extent possible, consistent with existing Federal, State, and local laws and regulations.

### Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is expended
- Participants in HUD Youthbuild programs
- Homeless persons

### How can businesses find Section 3 residents to work for them?

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

**Are recipients, contractors and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?**

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including seasonal and temporary employment, as well as long-term jobs.

Employment goals are based on "new hires", which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. At least 30 percent of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30 percent requirement. This requires recipients to continue hiring Section 3 residents when employment opportunities are available.

### **SECTION 3 COMPLIANCE REPORT**

Attached is a sample SECTION 3 SUMMARY REPORT to be completed by every contractor/subcontractor awarded a construction contract of \$100,000 or more on a CDBG project and must be submitted to County before final funds are released.

PDF or Excel Version may be requested from the Escambia County Neighborhood Enterprise Division at [ned@myescambia.com](mailto:ned@myescambia.com) or 850-595-0022.

### Economic Opportunities for Low – and Very Low-Income Persons

OMB Approval No: 2529-0043  
(exp 11/30/2010)

HUD Field Office

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award
	4. Contact Person:	5. Phone: (include area code)
	6. Length of Grant	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (use separate sheet for each program code)	10. Program Name:

A	B	C	D	E	F
JOB Category	Number of New Hires	Number of New Hires that are Sec. 3 Residents	% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List)					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

8 = CDBG State Administered  
9 = Other CD Programs  
10 = Other Housing Programs

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**Part II: Contracts Awarded**

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**1. Construction Contracts:**

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A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

**2. Non-Construction Contracts:**

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site;
- ☐ contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods;
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents;
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns;
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located;
- ☐ Other; describe below.

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Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

# **SECTION III**

PROJECT SIGN

**REQUIRED PROJECT SIGN:**

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## **MONTCLAIR SIDEWALKS PHASE 2**

Funded By: U. S. Department of Housing and Urban Development

Funded With: Community Development Block Grant (CDBG) Dollars

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### **BOARD OF COUNTY COMMISSIONERS**

**Wilson Robertson**  
Vice Chair, District One

**Douglas Underhill**  
District Two

**Lumon J. May**  
District Three

**Grover C. Robinson, IV**  
Chairman, District Four

**Steven Barry**  
District Five

**Jack R. Brown, County Administrator**

---

Engineer:

Contractor: **(CONTRACTOR)**

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NOTE: Contractor will appropriately revise above sign in the event officials denoted should change during bid process.

# **SECTION IV**

## **FEDERALLY RELATED CONTRACT PROVISIONS AND WAGE RATE INFORMATION**

**THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project, including applicable Wage Rates which must be paid to workers on the job. All of the requirements in this section should be carefully reviewed by the Bidder/Contractor and all Subcontractors.

Each Contractor must conform with the following:

### **I. Compliance with Determination of Prevailing Wage Rate and Affidavit**

- A. The Contractor shall affirm, to the satisfaction of the County, that all wage rates paid to any worker engaged in any craft or occupation, in the performance of the work for which this contract shall be made, shall be not less than those rates specified in the attached Wage Determination **FL160208/HIGHWAY dated 1/8/16** issued by the U. S. Department of Housing and Urban Development. This requirement shall extend to all employees provided by a subcontractor and similarly employed in the performance of this contract.
- B. All contractors and subcontractors engaged in any manner whatsoever in any aspect of the performance of this contract shall execute an affidavit stating that a schedule of prevailing wage rates, as required by Title 29, Part 5(a)(1) of the Code of Federal Regulations, has been posted as required on the premises of the work to be done. A copy of the Wage Determination and a copy of the form of Affidavit required are included in the LABOR STANDARDS PROVISIONS PACKET.
- C. All contractors and subcontractors must submit certified Weekly Payroll Reports using HUD Form WF 347 or an equivalent document providing the required information.

### **II. Standard Contract Provisions (Full Text Attached)**

All applicable Federal provisions are attached including:

- 1. Certification of Non-Segregated Facilities
- 2. Compliance with Air and Water Acts
- 3. EEO Compliance Certification
- 4. Labor Standards Provisions
- 5. Anti-Kickback Act
- 6. Executive Order 11246/Affirmative Action
- 7. Title VI of the Civil Rights Act
- 8. Lead Based Paint Prohibition
- 9. Flood Hazards Mitigation (where applicable)
- 10. Architectural Barriers Act (where applicable)
- 11. Energy Policy and Conservation Act
- 12. Section 503 and 504 of the Rehabilitation Act of 1973
- 13. Contract Work Hours and Safety Act
- 14. Minority and Women Owned Business Listings
- 15. Americans with Disabilities Act (ADA)



Each should be carefully reviewed by the bidder to assure existing compliance and/or the capacity to comply with said provisions.

### **III. Affirmative Action Plan**

The successful bidder must provide documentation that the company has duly adopted an Affirmative Action Plan, and must provide at least one (1) copy of the Plan with the bid submission.

### **IV. HUD Section 3 Plan and Compliance Requirements**

The successful Bidder must complete an acceptable Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities (forms enclosed).

### **V. Access to Related Documents**

Bidder understands that acceptance of this contract assures that the County, Department of Housing and Urban Development, Florida Department of Community Affairs, Comptroller General of the United States, or any duly authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained for a period of at least three (3) years and longer should they be the subject of inspection, litigation, or under review.

### **VI. Interest of Certain Federal and Other Officials**

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

*The Contractor will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.*

### **VII. Reporting, Copyrights, and Patents**

All required reports will be promptly submitted to the County and/or other Federal/State agencies and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency and will be made available as directed by such agency.

### **VIII. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS: All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity"**

A. Activities and Contracts Not Subject to Section 202 (applicable to Federally assisted construction

contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: 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.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

**B. Activities and contracts subject to Section 202 (all contracts/subcontracts above \$10,000)**

(1.) Section 202 Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the labor union or worker's representatives of the Contractor's commitment under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

regulations, and others.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sections of noncompliance: *Provided*, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Female participation: 6.9% (statewide)**

**Minority participation 19.9%**

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from

project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida.**

(3.) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(a) As used in these specifications:

i. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

iii. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

iv. "Minority" includes:

(A.) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(B.) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(C.) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(D.) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b.) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(c.) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors

must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(d) The Contractor shall implement the specific affirmative action standards provided in paragraphs (g) (i) through (xvi) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

(g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

i. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

iii. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by

the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

iv. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

v. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

vi. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

ix. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

x. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other g by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

xii. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

xiii. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

xiv. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations g(i) through (xvi). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(i) through (xvi). of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

(j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(l) The Contractor shall carry out-sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(m) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph g of these



specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(n) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and encourage present minority and female employees to recruit other minority persons and women and, where reasonable, upon the application of requirements for the hiring of local is or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business and Opportunities

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts \$2,500 or Over)

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

### **IX. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a

facility utilized or to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

#### **X. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures):

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the use of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

#### **11. Access to Records/Maintenance of Records**

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of **six (6)** years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

#### **12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials**

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

#### **13. Minority and Female Contractor Associations**

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/Jacksonville Office, the Florida Office of Supplier Diversity, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

#### **14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act**

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25/hour be paid **(unless higher rates are required by Florida Statute, wherein the higher of the Federal minimum wage rate or the Florida minimum wage rates shall be paid)**;
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;

8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

***NOTE: The Minimum Wage required in the State of Florida is currently \$7.25 per hour. Therefore, contractors must pay at least this amount to hourly workers.***

**15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing**

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

**16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards**

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

**17. Preservation of Historically Significant Properties**

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

In the event that any ground disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300 foot radius and the materials protected. Notify the Escambia County Neighborhood Enterprise Division immediately for contact with the State Historic Preservation Officer and other relevant entities to provide input before construction resumes.

**18. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors**

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

## **19. Energy Efficiency**

The Contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the Florida State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## **20. Environmental Compliance**

As described elsewhere in this document, if this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency Regulations (40 C.F.R. Part 15). The Contractor shall include this clause in any subcontracts over \$100,000.



**ESCAMBIA COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROGRAM**

FEDERAL CONTRACT COMPLIANCE PROVISIONS  
(LABOR STANDARDS PROVISIONS)  
FOR  
CONSTRUCTION PROJECTS  
(FUNDED IN WHOLE OR IN PART WITH COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM FUNDING OBTAINED FROM THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT)

Updated: August 2016

# **ESCAMBIA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

## **INFORMATION FOR BIDDERS**

This project is financed through the Community Development Block Grant (CDBG) Program with funds obtained from the U.S. Department of Housing and Urban Development (HUD).

Federal Labor Standards: This project is subject to Federal Labor Standards Requirements, including Davis Bacon requirements, Copeland Act, and Contract Work Hours and Safety Standards. All work performed on the project will be subject to the approved wage determination rates in bid documents.

Other Federal Requirements are included in separate packet.

**Bidders must complete the following Certification Form and return with Bid:**

1. Certification of Receipt of Federal Labor Standards Provisions (page 9)

## **FEDERAL LABOR STANDARDS PROVISIONS**

### **DAVIS/BACON AND RELATED ACTS CONTRACT PROVISIONS**

THE WAGE DECISION, EEO POSTERS, AND CONTRACT WORK HOURS ACT INFORMATION PROVIDED IN THIS SECTION OF THE BID DOCUMENT ARE REQUIRED BY FEDERAL STATUTE AND/OR REGULATION, AND MUST BE OBSERVED BY ANY CONTRACTOR(S) OR SUBCONTRACTOR(S) COMPLETING WORK ON THE SUBJECT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FINANCED PUBLIC IMPROVEMENT PROJECT. SUCH MATERIALS AND INFORMATION MUST BE MADE AVAILABLE TO PERSONS WORKING ON THE SUBJECT PROJECT, AND MUST BE PROMINENTLY AND ACCESSIBLY POSTED ON THE PROJECT SITE DURING THE ENTIRE CONSTRUCTION PERIOD AS PRESCRIBED HEREIN. THE SITE POSTING WILL BE VERIFIED BY COUNTY AND CDBG INSPECTORS. FAILURE TO PROPERLY POST THE REQUIRED INFORMATION WILL LEAD TO CENSURE UNDER THE FEDERAL CONTRACT WORK HOURS ACT AND/OR THE FEDERAL LABOR STANDARDS PROVISIONS THAT GOVERN COMPLETION OF THIS PROJECT.

#### **FEDERAL LABOR STANDARDS PROVISIONS (DAVIS-BACON ACT, COPELAND ACT, AND CONTRACT WORK HOURS & SAFE STANDARDS ACT)**

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The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor 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 so 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or 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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

Previous editions are obsolete

Page 2 of 5

form HUD-4010 (06/2009)  
ref. Handbook 1344.1



(2) That each 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 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) 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 subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action 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.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** 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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. 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 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** 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 U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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 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. In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



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(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.


(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CERTIFICATION OF RECEIPT  
OF FEDERAL LABOR STANDARDS PROVISIONS  
(must be completed by ALL BIDDERS)**

This is to acknowledge receipt of the U.S. Department of Housing and Urban Development (HUD) packet containing U.S. Labor Standards Provisions concerning:

<b>PROJECT NAME:</b>	MONTCLAIR SIDEWALKS PHASE 2
<b>PROJECT NUMBER:</b>	
<b>PROJECT LOCATION/ADDRESS:</b>	

Further, I hereby certify that I have on this date, read, examined, understood, and acknowledged the contents of U.S. Labor Standards Provisions, particularly the provisions contained in **Wage Decision No. FL 160208 (HIGHWAY) dated 1/8/16** that is applicable to the project

<b>Name and Title of Authorized Representative (Please Print or Type):</b> Cody Rawson, President	
<b>Signature:</b> 	<b>Date:</b> 10-4-16
<b>Firm Name:</b> Roads Inc. of NWF	
<b>Firm Address:</b> 106 Stone Blvd. Cantonment, FL 32533	
<b>Phone:</b> 850-968-0991	<b>Fax:</b> 850-968-0996
<b>Fed ID #:</b> 59-3598732	<b>DUNS #:</b> 161303115

**CHECK ONE:** ☒ **CONTRACTOR** ☐ **SUBCONTRACTOR** ☐ **OTHER** \_\_\_\_\_

*NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work*

**CURRENT WAGE DECISION (MUST BE POSTED AT THE JOB SITE):**

General Decision Number: FL160208 01/08/2016 FL208

Superseded General Decision Number: FL20150208

State: Florida

Construction Type: Highway

County: Escambia County in Florida.

**HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

\* SUFL2013-026 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 13.71	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 12.33	0.00
ELECTRICIAN.....	\$ 22.11	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 13.81	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.24	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.51	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.16	0.00
LABORER: Common or General.....	\$ 10.84	0.00
LABORER: Flagger.....	\$ 10.25	0.00
LABORER: Grade Checker.....	\$ 10.83	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 11.70	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.55	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.07	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.10	1.89
OPERATOR: Bulldozer.....	\$ 14.25	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 21.23	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 12.29	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 16.09	0.00
OPERATOR: Loader.....	\$ 12.46	0.00
OPERATOR: Mechanic.....	\$ 15.84	0.00
OPERATOR: Milling Machine.....	\$ 13.29	1.92
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.15	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 17.02	0.00

OPERATOR: Roller.....	\$ 12.31	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.71	0.00
OPERATOR: Trencher.....	\$ 16.04	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.35	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.90	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**AFFIDAVIT**  
**(TO BE COMPLETED BY AWARDED CONTRACTOR)**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Andy Rawson, who, first being duly sworn, upon his oath deposes and says:

That s/he is the CONTRACTOR on the following public project:

PROJECT NAME:	MONTCLAIR SIDEWALKS PHASE 2
PROJECT NUMBER:	
PROJECT LOCATION/ADDRESS:	

CONTRACTOR:	<u>Roads Inc. of NWF</u>
ADDRESS:	<u>1106 Stone Blvd.</u> <u>Chantment, FL 32533</u>
CONTRACTING AUTHORITY:	ESCAMBIA COUNTY
PREVAILING WAGE DETERMINATION NO.:	FL 160208 (dated 1/8/16)

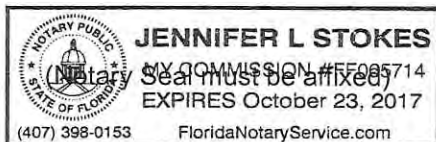
That a schedule of prevailing wages required by Title 29, Part 5(a)(1) of the Code of Federal Regulations, has been posted and is being permanently maintained throughout the construction in a secure, protected and prominent place on the premises where the construction is being performed. Further, that EEO and Labor Standards requirements have been posted in an accessible location and are being maintained at the construction site throughout the project.


  
(Signed)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4 day of Oct., 2016, by Andy Rawson, who is President, of Roads Inc., who did/did not take an oath and who:

- ☒ is/are personally known to me.  
☐ produced current Florida driver's license as identification.  
☐ produced current \_\_\_\_\_ as identification.



  
Signature of Notary Public

J Stokes  
Name of Notary Printed

My Commission Expires: 10-23-17

Commission Number: FF085714

# EQUAL EMPLOYMENT OPPORTUNITY

## *IT'S THE LAW*

### **Private Employment, State and Local Governments, Educational Institutions**

Race, Color. Religion, Sex, National Origin:

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

Applicants to and employees of most private employers, state and local governments and public or private educational institutions are protected. Employment agencies, labor unions and apprenticeship programs also are covered.

Age:

The Age Discrimination in Employment Act of 1967, as amended, prohibits age discrimination and protects applicants and employees 40 years of age or older from discrimination in hiring, promotion, discharge, pay, fringe benefits and other aspects of employment. The law covers most private employers, state and local governments, educational institutions, employment agencies and labor organizations.

### **Employers holding Federal contracts or Subcontracts**

Race, Color. Religion, Sex, National Origin:

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Handicap:

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of handicap and requires affirmative action to employ and advance in employment qualified handicapped individuals who, with reasonable accommodation, can perform the functions of a job.

Vietnam Era and Special Disabled Veterans:

38 U.S.C. 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified.

Sex (wages):

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment. The law covers most private employers, state and local governments and educational institutions. Labor organizations cannot cause employers to violate the law. Many employers not covered by Title VII, because of size, are covered by the Equal Pay Act.

If you believe that you have been discriminated against under any of the above laws, you immediately should contact-

The U.S. Equal Employment Opportunity Commission  
2401 E Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free 800-USA-EEOC. (For the hearing impaired, EEOCs TDD number is 202-634-7057.)

Vietnam era veterans and qualified special disabled veterans.

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the authorities above. Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act or 38 U.S.C. 2012 of the Vietnam Era Veterans Readjustment Assistance Act should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP) Employment Standards Administration, U.S. Department of Labor 2W Constitution Avenue, N.W., Washington, D.C. 20210 (202) 523-8743, or an OFCCP regional or area office, listed in most telephone directories under U.S. Government, Department of Labor.

### **Programs or activities receiving Federal financial assistance**

Handicap:

Section 504 of the Rehabilitation Act of 1973, as amended.

Prohibits employment discrimination on the basis of handicap in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against handicapped persons who with reasonable accommodation can perform the essential functions of a job.

Race, Color, National Origin:

In addition to the Protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI. If the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

If you believe you have been discriminated against in a program which receives Federal assistance, you should immediately contact the Federal agency providing such assistance.



DAVIS BACON POSTER: MUST BE POSTED AT JOB SITE (CONTACT ESCAMBIA COUNTY NED FOR COPIES IF NEEDED)

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

<b>PREVAILING WAGES</b>	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
<b>OVERTIME</b>	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
<b>ENFORCEMENT</b>	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
<b>APPRENTICES</b>	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
<b>PROPER PAY</b>	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Christine Crespo, Compliance Coordinator  
Neighborhood Enterprise Division  
Escambia County Neighborhood & Human Services Department  
221 Palafox Place, Suite 200  
Pensacola, FL 32502  
Phone: 850.595.0022

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:  
**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627  
**WWW.WAGEHOUR.DOL.GOV**



U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

## ***SAMPLE WEEKLY PAYROLL REPORT FORM AND CERTIFICATION PROVIDED FOR BIDDER REVIEW***

(This section includes suggested weekly payroll reporting format and THE REQUIRED CERTIFICATION language. Contractors using computerized payroll reporting software may utilize such report forms as long as they incorporate information cited in the attached document. However, in all instances the payroll report must be accompanied by the CERTIFICATION as executed by a corporate officer or duly authorized representative of the corporation. Bidders should familiarize themselves and their payroll staff with these documents and the required information).

**PAYROLL**  
(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

[illegible]

Date \_\_\_\_\_

(Name of signatory party)

(Title)

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_;

(Contractor or Subcontractor)

that during the payroll period commencing on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ and ending the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf on said \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either

(Contractor or Subcontractor)

directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriated programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

### (c) EXCEPTIONS

<div style="text-align: center;"> <b>EXCEPTIONS (CRAFT)</b> </div>		
<b>Remarks</b>		
<b>Name and Title</b>		<b>Signature</b>
The wilful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of title 18 and section 231 of title 31 of the United States code.		



## Record of Employee Interview

### U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009  
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	
4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>					
5. Your job classification(s) (list all) — continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
CONFIDENTIAL					
8. Are you an apprentice or trainee? Y <input type="checkbox"/> N <input type="checkbox"/>		10. Are you paid at least time and 1/4 for all hours worked in excess of 40 in a week? Y <input type="checkbox"/> N <input type="checkbox"/>		9. Are you paid for all hours worked? Y <input type="checkbox"/> N <input type="checkbox"/>	
12a. Employee Signature		12b. Date			
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of interviewer		15c. Date of interview	

## Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

Previous editions are obsolete

Form HUD-11 (08/2004)

**ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS**  
**SO-CALLED ANTI-KICKBACK ACT AND REGULATIONS PROMULGATED**  
**PURSUANT TO THE SECRETARY OF LABOR,**  
**UNITED STATES DEPARTMENT OF LABOR**

Title 18, U.S.C., section 874  
(Replaces section 1 of the Act as of June 13, 1934 (48 Stat. 948, 40 U.S.C.,  
sec 276(b) pursuant to the Act as of June 25, 1948, 62 Stat. 86.2)

**KICKBACKS FROM PUBLIC WORKS EMPLOYEES**

Whoever, by force. Intimidation, or threat of procuring dismissal from employment, or by other manner whatsoever induces any person employed in the construction, persecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,  
63 Stat. 108, 72 State 967, 40 U.S.C., Sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week, Section 1001 of Title 18 (United States Code) shall apply to such statements.

---XXC

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part" as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

**29 CFR 3.1 - Purpose and scope.**

**XSection Number:** 3.1

**XSection Name:** Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

## **29 CFR 3.2 - Definitions**

X      **Section Number:** 3.2

X      **Section Name:** Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

## **29 CFR 3.3 - Weekly statement with respect to payment of wages.**

X **Section Number:** 3.3

X **Section Name:** Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(a) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section

subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

### **29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records**

X **Section Number:** 3.4

X **Section Name:** Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and record keeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

### **29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor**

X **Section Number:** 3.5

X **Section Name:** Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the

deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) It is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either:

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

## **29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor**

X **Section Number:** 3.6

X **Section Name:** Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.



# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road BID # PD 15-16.098							
NAME OF BIDDER	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$529,579.45
Chavers Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$626,756.55
Gulf Atlantic Constructors Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$623,405.65
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator					DATE: 09/28/2016			
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate					DATE: 09/28/2016			
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate					DATE: 09/28/2016			

**CAR**  
**DATE 10/20/16**
**BOCC**  
**DATE 10/20/16**

The Purchasing Chief/Designee recommends to the BCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Road, Inc. of NWF, per the terms and conditions of PD 15-16.098, Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road, for a lump sum of \$529,579.45.

**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.**

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Montclair Sidewalks Phase 2 - Bid Verification			Chavers Construction, Inc. Roads, Inc of NWF Gulf Atlantic Constructors, Inc.						
Bid Quantities									
Item	Sub-Category	Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Clearing and Grubbing, per County Specifications 2230 including tree and shrub removal	Lump Sum	1	\$15,800.00	\$15,800.00	\$23,882.57	\$23,882.57	\$55,180.00	\$55,180.00
2	Remove and reinstall Brick or Stucco Mailbox as possible	4	EA	\$2,000.00	\$8,000.00	\$322.74	\$1,290.96	\$275.00	\$1,100.00
3	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	64	EA	\$300.00	\$19,200.00	\$154.91	\$9,914.24	\$185.00	\$11,840.00
4	Earthwork Excavation by machine	Lump Sum			\$61,000.00		\$3,059.55		\$19,500.00
5	Earthwork Establishing Grade, County Specs 2300	Lump Sum			\$38,739.20		\$16,679.08		\$34,850.00
6	Install Specified Geotextile Mat, less than 500lf	30	SY	\$7.00	\$210.00	\$9.54	\$286.20	\$2.50	\$75.00
7	Lateral pavement patch as per County Detail (6" GAB)	79	SY	\$100.00	\$7,900.00	\$83.44	\$6,591.76	\$60.00	\$4,740.00
8	Remove Existing Asphalt	177	CF	\$10.00	\$1,770.00	\$2.86	\$506.22	\$6.00	\$1,062.00
9	Saw cut Existing Asphalt	85	LF	\$2.00	\$170.00	\$3.87	\$328.95	\$2.00	\$170.00
10	6" Stabilized Subgrade, County Spec 2300, less than 1000sy	743	SY	\$6.00	\$4,458.00	\$2.60	\$1,931.80	\$4.50	\$3,343.50
11	6" #57 Stone, less than 1000sy	22	SY	\$13.00	\$286.00	\$41.53	\$913.66	\$35.00	\$770.00
12	Temporary White Pedestrian Crosswalk	1106	LF	\$4.00	\$4,424.00	\$2.58	\$2,853.48	\$4.00	\$4,424.00
13	Temporary Stop Bar	216	LF	\$4.00	\$864.00	\$3.87	\$835.92	\$6.00	\$1,296.00
14	Thermoplastic White Pedestrian Crosswalk	48	LF	\$12.00	\$576.00	\$7.75	\$372.00	\$8.00	\$384.00
15	Thermoplastic Stop Bar	12	LF	\$10.00	\$120.00	\$64.55	\$774.60	\$10.00	\$120.00
16	Relocate Traffic Signs	37	EA	\$40.00	\$1,480.00	\$45.18	\$1,671.66	\$35.00	\$1,295.00
17	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	\$30,000.00	\$30,000.00	\$7,047.80	\$7,047.80	\$8,750.00	\$8,750.00
18	County Type B Curb, Per County Detail, over 500lf	2287	LF	\$17.00	\$38,879.00	\$16.78	\$38,375.86	\$25.00	\$57,175.00
19	Valley Gutter Section, 6" thick, Per County Detail	15	SY	\$40.00	\$600.00	\$54.22	\$813.30	\$75.00	\$1,125.00
20	4" Fiber Reinforced Concrete Driveway, over 100sy	2189	SY	\$42.00	\$91,938.00	\$43.89	\$96,075.21	\$47.50	\$103,977.50
21	5' Fiber Reinforced Concrete Sidewalk, over 500lf	7029	LF	\$25.00	\$175,725.00	\$21.95	\$154,286.55	\$26.60	\$186,971.40
22	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	41	EA	\$500.00	\$20,500.00	\$613.20	\$25,141.20	\$850.00	\$34,850.00
23	Detectable Handicap Warning Mat, FDOT Index 304	10	SF	\$60.00	\$600.00	\$167.82	\$1,678.20	\$25.00	\$250.00
24	Saw cut Existing Concrete	900	LF	\$3.00	\$2,700.00	\$3.87	\$3,483.00	\$2.75	\$2,475.00
25	Remove Existing Concrete, 4" thick	1582	SY	\$10.00	\$15,820.00	\$7.75	\$12,260.50	\$5.00	\$7,910.00
26	Remove Curb	2487	LF	\$5.00	\$12,435.00	\$3.87	\$9,624.69	\$3.75	\$9,326.25
27	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) includes concrete collar	5	EA	\$550.00	\$2,750.00	\$271.10	\$1,355.50	\$75.00	\$375.00
28	Relocate Water Meter	11	EA	\$150.00	\$1,650.00	\$284.01	\$3,124.11	\$500.00	\$5,500.00
29	St Augustine Sod, Staked, less than 1000sy	695	SY	\$4.00	\$2,780.00	\$6.26	\$4,350.70	\$5.00	\$3,475.00
30	Bermuda Sod, Staked, less than 1000sy	1222	SY	\$4.00	\$4,888.00	\$4.45	\$5,437.90	\$5.00	\$6,110.00
31	Silt Fence Type III, over 500lf	1000	LF	\$2.00	\$2,000.00	\$1.94	\$1,940.00	\$1.75	\$1,750.00
32	Safety Fence, less than 500lf	300	LF	\$3.00	\$900.00	\$3.87	\$1,161.00	\$3.00	\$900.00
33	Baled Hay or Straw	50	EA	\$10.00	\$500.00	\$12.91	\$645.50	\$12.50	\$625.00
34	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	20	EA	\$60.00	\$1,200.00	\$71.00	\$1,420.00	\$12.00	\$240.00
35	3/4" PVC sprinkler line, over 150lf	200	LF	\$4.00	\$800.00	\$3.87	\$774.00	\$1.00	\$200.00
36	"T" PVC Fitting	20	EA	\$10.00	\$200.00	\$3.87	\$77.40	\$0.50	\$10.00
37	Flex Pipe	100	EA	\$8.00	\$800.00	\$6.45	\$645.00	\$5.00	\$500.00
38	Crape myrtles (minimum 20 Gal container)	15	EA	\$150.00	\$2,250.00	\$258.19	\$3,872.85	\$205.00	\$3,075.00
39	Live Oaks (minimum 12' Overall with 7" Clear Trunk)	2	EA	\$300.00	\$600.00	\$451.83	\$903.66	\$650.00	\$1,300.00
40	Sago Palm (minimum 10 Gal container)	2	EA	\$100.00	\$200.00	\$242.05	\$484.10	\$120.00	\$240.00
41	Azaleas, minimum 3 gallon container	1	EA	\$50.00	\$50.00	\$38.73	\$38.73	\$15.50	\$15.50
42	Ligustrum, minimum 3 gallon container	23	EA	\$50.00	\$1,150.00	\$38.73	\$890.79	\$15.50	\$356.50
43	Liriope (Minimum 1 gallon)	3	EA	\$50.00	\$150.00	\$14.20	\$42.60	\$8.00	\$24.00
44	Mobilization	1	LS		\$49,694.35		\$81,736.65		\$45,750.00
Bid Total					\$626,756.55		\$529,579.45		\$623,405.65
Contractor's Bid as submitted					\$626,756.55		\$529,579.45		\$623,405.65
Difference									

Bids verified on September 28, 2016 by:  
Dwight Austin, P.E. Design Engineer  
Escambia County Public Works Department- Transportation and Traffic Division - Design Group

**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT 1 TO TABULATION SHEET)**

**SECTION 1**

**- GENERAL INFORMATION SECTION -**

Description: \_\_\_\_\_

Bid Number: \_\_\_\_\_

Opening Date/Time: \_\_\_\_\_

Purchasing Agent: \_\_\_\_\_

Client Department: \_\_\_\_\_ Dept. Director/Designee: \_\_\_\_\_

Protest Information: \_\_\_\_\_

**Note: Purchasing will advise of any Protest(s)**

Requisition # \_\_\_\_\_ Verify

Fund: \_\_\_\_\_ Verify

Cost Center: \_\_\_\_\_ Verify

Object Code: \_\_\_\_\_ Verify

Project Number: \_\_\_\_\_ Verify

**Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation**    ☒ Yes    ☐ No

**Note: Attachments to Requisition shall Reference PD #** \_\_\_\_\_ Comments Applicable to

General Information Section:

**SECTION 2**

**- RECOMMENDED AWARD SECTION -**

**(See Attached Tab Sheet)**

Recommendation to the BCC:    (See Attached Tabulation Sheet for Pre-Award Compliance)

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\_\_\_\_\_ Unit Price Extensions Checked by: \_\_\_\_\_

(Signature)

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description: \_\_\_\_\_

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Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder

Purchasing ☐ Yes    ☐ No Client Department ☐ Yes    ☒ No

If Yes, Please Document in Space Provided:

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**SECTION 3**

**-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: \_\_\_\_\_

(Signature)

**Note: Fax Immediately to Director or Designee if not at Public Opening.**

Purchasing Manager/Designee Approval \_\_\_\_\_

(Signature)

**Note 1: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR)  
Consent Agenda**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11156**

**County Administrator's Report 17. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 10/20/2016

**Issue:** Purchase Order for Road Department Truck Cab & Chassis - Single Axle

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Purchase Order for Road Department Truck Cab & Chassis - Single Axle - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign a Purchase Order to Hub City Ford, Inc., per the terms and conditions of PD 15-16.095, Road Department Truck Cab & Chassis – Single Axle, based on the lowest bid of \$64,996.

The Invitation to Bid for Truck Cab & Chassis was posted on the website from August 29, 2016 to September 28, 2016.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

#### **BACKGROUND:**

This Cab and Chassis unit will replace a current model Crew Cab truck in the fleet. Coupled with a Grapple Body to be purchased separately, this unit will enhance the Right-of-Way Maintenance/Tree Trimming program of the Road Division and will also complement the response in weather-related clearing/debris removal operations. Upon purchase, the present Crew Cab truck will be classified as surplus and placed in the auction process.

The Invitation to Bid, PD 15-16.095, Road Department Truck Cab & Chassis – Single Axle, were publicly noticed on Monday, August 29, 2016 in the Pensacola News Journal. Three known suppliers were also notified on August 29, 2016. Responses were received from four firms on Wednesday, September 28, 2016. Hub City Ford, Inc. is the lowest bid.

#### **BUDGETARY IMPACT:**

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**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.

This Cab and Chassis unit will replace a current model Crew Cab truck in the fleet. Coupled with a Grapple Body to be purchased separately, this unit will enhance the Right-of-Way Maintenance/Tree Trimming program of the Road Division and will also complement the response in weather-related clearing/debris removal operations. Upon purchase, the present Crew Cab truck will be classified as surplus and placed in the auction process.

The Invitation to Bid, PD 15-16.095, Road Department Truck Cab & Chassis – Single Axle, were publicly noticed on Monday, August 29, 2016 in the Pensacola News Journal. Three known suppliers were also notified via confirmed email delivery. Responses were received from four firms on Wednesday, September 28, 2016. Hub City Ford, Inc. is the lowest bid.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue a Contract award in the form of a Purchase Order.

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**Attachments**

Determination to Award Checklist

Bid Hub City Ford, Inc

Bid Tab

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**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT 1 TO TABULATION SHEET)**

**SECTION 1**

**- GENERAL INFORMATION SECTION -**

Description: Truck Crew Cab & Chassis

Bid Number: PD 15-16.095

Opening Date/Time: 10:00 AM Wednesday September 28th

Purchasing Agent: Eddie Wehmeier

Client Department: Road Department Dept. Director/Designee: Wes Moreno/Terry Gray

Protest Information:

**Note: Purchasing will advise of any Protest(s)**

Requisition #

Fund: 175

Cost Center: 210402

Object Code: 56401

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation Yes No

**Note: Attachments to Requisition shall Reference PD #**

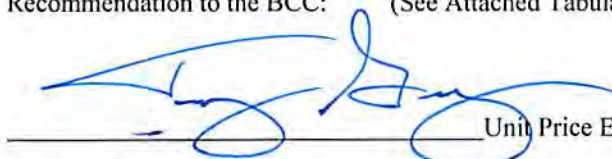
Comments Applicable to General Information Section:

**SECTION 2**

**- RECOMMENDED AWARD SECTION -**

**(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

  
Unit Price Extensions Checked by:

(Signature)

(Date)

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder

Purchasing Yes No Client Department Yes No

If Yes, Please Document in Space Provided:

**SECTION 3**

**-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval:

(Signature)

**Note: Fax Immediately to Director or Designee if not at Public Opening.**

Purchasing Manager/Designee Approval:

(Signature)

**Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).**

**Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).**

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**ROAD DEPARTMENT TRUCK CAB & CHASSIS - SINGLE AXLE**

**SPECIFICATION NUMBER PD 15-16.095**

**BIDS WILL BE RECEIVED UNTIL: 10:00 a.m., CDT, Wednesday, September 28, 2016**

**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**

**Grover Robinson IV, Chairman  
Wilson B. Robertson, Vice Chairman  
Steven Barry  
Lamon J. May  
Douglas Underhill**

**From:  
Claudia Simmons  
Purchasing Manager**

**Procurement Assistance:**

**Eddie H. Wehmeier  
Purchasing Specialist  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4953  
Fax: (850) 595-4805**

**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.**

**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.**



## NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

### **Sec. 46-110.-Local Preference in Bidding**

**(d) Preference in purchase of commodities and services by means of competitive bid.**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

**Competitive bid (local price match option).** Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
  - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
  - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
  - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
  - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County **may not** use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

**ROAD DEPARTMENT TRUCK CAB & CHASSIS - SINGLE AXLE  
PD 15-16.095**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND BID FORM**

ESCAMBIA COUNTY FLORIDA

### **SUBMIT OFFERS TO:**

EDDIE H. WEHMEIER

Invitation to Bid

Purchasing Specialist

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

**ROAD DEPARTMENT TRUCK  
CAB & CHASSIS – SINGLE AXLE**

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4953 Fax No: (850) 595-4805

**SOLICITATION NUMBER: PD 15-16.95**

### **SOLICITATION**

MAILING DATE: Monday, August 29, 2016

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:00 a.m. CDT, Wednesday, September 28, 2016 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:

59-2617784

TERMS OF PAYMENT:

NET 30 DAYS

DELIVERY DATE WILL BE 90-120 DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: HUB CITY FORD, INC

REASON FOR NO OFFER

ADDRESS: 4060 S FERDON BLVD

CITY, ST. & ZIP: CRESTVIEW FLA 32536

PHONE NO.: ( 850 ) 398-6810

TOLL FREE NO.: ( )

FAX NO.: ( 850-398-6827

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 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 convey, sell, assign or transfer to Escambia County Florida all right 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 assignment shall be made and become effective at the time the County receives final payment for the offeror.

JOSEPH WINDROW FLEET SALES MGR  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*  
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.**

**Continued on next page.**

**BID FORM**  
Specification Number PD 15-16.095  
**ROAD DEPARTMENT TRUCK CAB & CHASSIS - SINGLE AXLE**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 09-28-2016

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Purchase of one (1) ROAD DEPARTMENT TRUCK CAB & CHASSIS - SINGLE AXLE** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following TOTAL price:

I each                      Grand Total \$ 64,996.00

DELAY WARRANTY START DATE \$N/C, DRIVER CONTROL TRACTION DIFFERTIAL \$2400.00  
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

RAIN SHIELDE OVER DOORS \$144.00

11R22.5H GOODYEAR G182 RSD REAR  
\$50.00

State of Florida Department of State Certificate of Authority  
Document Number GO8318900215

Occupational License No. VF10015211

Bidder: HUB CITY FORD, INC

By: JOSEPH WINDROW

Signature: 

Title: FLEET SALES MGR

Address: 4060 S FERDON BLVD  
CRESTVIEW FLA 32536

Person to contact concerning this bid:

JOSEPH WINDROW

Phone/Toll Free/Fax #

CELL 850-393-4723 850-398-6827

E-Mail Address: WINDROW1@WINDROWFLEETSALES.COM

Home Page Address:                                     

Terms of Payment

Net 30 Days X

## **ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myscambia.com/our-services/purchasing/purchasing-rules-and-rules> Scroll to bottom of page to "Attachments" Click on: "General Terms and Conditions"

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**



## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

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 to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.095 ROAD DEPARTMENT TRUCK CAB & CHASSIS - SINGLE AXLE, Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **2. Procurement Questions**

Procurement questions may be directed to Eddie H. Wehmeier, Purchasing Specialist, Phone: (850) 595-4953; Fax: (850) 595-4805. Final date for questions is: Friday, September 16, 2016 at 12:00 p.m.

### **3. Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

### **4. F.O.B. Point**

The F.O.B. point shall be destination of auxiliary body manufacturer TBD. The price offered shall include all costs of packaging, transporting, delivery and unloading to designated point **TBD pending award of PD 15-16.096 ROAD DEPARTMENT GRAPPLE – BOOM TYPE LOADER BODY.**

### **5. Delivery**

Delivery to be as notified by Escambia County.

### **6. Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the

medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.
  - C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
  - D. The emergency procedure for spills, fire, disposal and first aid.
  - E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
  - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
7. **Safety Regulations**
- Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.
8. **Codes and Regulations**
- The awarded vendor shall strictly comply with all federal, state and local building and safety codes.
9. **Payment**
- Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:
- Clerk of the Circuit Court  
Attention: Accounts Payable  
221 South Palafox Place  
Pensacola, FL 32502
10. **Information and Descriptive Literature**
- Offerors shall furnish all information requested and in the space provided on the bid/proposal form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.
11. **Equipment/Service**
- The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.
- All equipment shall be new, or if used meet the specifications herein, and of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid/proposal form.

12. **Assembly and/or Placement**

All items shall be completely assembled when delivered to Escambia County or designee.

13. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County or designee.

This shall be an unlimited warranty for two (2) years.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

14. **Manuals**

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual                      2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

1. Statement of origin
2. Warranty certifications
3. Copy of pre-delivery service report
4. DHSMV-82040, Application for certificate of title/registration.
5. Check for title - Payable to Janet Holley, Escambia County Tax Collector. Title vehicle to: ESCAMBIA COUNTY, FLORIDA.
6. Temporary tag
7. Sales tax exemption form (if required).
8. Forward all title work to:

Road Department/Fleet Division  
ATTN: Maribelle Van Brussel  
601 Hwy 297A  
Cantonment, Florida 32533

15. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

Award shall be made on an "all-or-none total" basis to the lowest responsive bidder.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. **Additional Quantities**

For a period not exceeding twelve (12) months from the day of solicitation opening, the right is reserved to purchase any amount of additional items at the prices offered in this Solicitation. If additional quantities are not acceptable, the bid/proposal form shall be noted "offer is for specified quantity only."

### **Non-Contract Insurance Requirements**

#### **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

#### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to

claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.



New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Eddie H. Wehmeier, Purchasing Specialist  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805

Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

### **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs 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 Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. 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 made. 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.

**Exhibit A**  
**Escambia County Road Department**  
**Cab and Chassis Truck**  
**Scope**

The Escambia County Road Department seeks to purchase a new Cab and Chassis truck for primary use throughout Escambia County. Unit must meet specifications as listed, with dimensions to accept an end-user body application of Grapple-type Loader Body

**SPECIFICATIONS:** CHASSIS-CAB, REGULAR CAB, SINGLE AXLE, CLASS 8, 35,000 LBS. GVWR (4x2)

**INTENDED USE:** INSTALLATION OF AN AFTERMARKET KNUCKLE BOOM LOADER TYPE BODY, WITH 20 FOOT BOOM AND 24 CUBIC YARD DUMP BODY.

**\*GVWR 35,000 lbs., PAYLOAD CAPACITY 22,950 LBS. (APPROX)**

***\*GVWR - GROSS VEHICLE WEIGHT RATING IS THE TOTAL MAXIMUM WEIGHT OF A FULLY EQUIPPED, FULLY LOADED TRUCK.***

**ENGINE:**

- DIESEL ENGINE, 6.7L, 270GROSS HP (PER THE LATEST ISSUE OF SAE J1349) AND 675 LBS.-FT. GROSS TORQUE, MINIMUM. STATE LITERS, GROSS HP AND GROSS TORQUE.
- EMISSIONS SHALL MEET OR EXCEED ALL APPLICABLE FEDERAL AND STATE OF FLORIDA EMISSIONS AND ENVIRONMENTAL LAWS, REGULATIONS, SPECIFICATIONS, STANDARDS, AND REQUIREMENTS IN EFFECT AS OF THE DATE OF MANUFACTURE. STATE ENGINE/ EMISSIONS TYPE AND UREA TANK SIZE (IN GALLONS), IF REQUIRED.
- MANUAL REGENERATION CAPABILITY
- UREA TANK SIZE: 12 GAL
- STANDARD COOLING SYSTEM WITH ANTIFREEZE.
- DRY TYPE AIR CLEANER WITH SERVICE (RESTRICTION) INDICATOR.
- ENGINE PROTECTION SYSTEM, AT A MINIMUM, MUST BE ACTIVATED BY LOW ENGINE OIL PRESSURE, AND HIGH ENGINE TEMPERATURE. SYSTEM SHALL, AT A MINIMUM, INCLUDE A WARNING LIGHT(S) AND DERATE (RAMP DOWN) FEATURE THAT WILL REDUCE ENGINE POWER AND SPEED, OR SHUT DOWN THE ENGINE WHEN ANY OF THESE FUNCTIONS EXCEED NORMAL LIMITS.

**ELECTRICAL SYSTEM:**

- MINIMUM 220 AMPS 12 V. ALTERNATOR.
- BATTERIES TO HAVE A MINIMUM TOTAL OF 1800 CCA @ 0 DEGREES F.
- REMOTE ENGINE AND TRANSMISSION CONNECTORS FOR OPTIONAL BODY

**TRANSMISSION:**

- MINIMUM SIX (6)-SPEED AUTOMATIC TRANSMISSION WITH PROVISIONS FOR A PTO.

#### **AXLES & SUSPENSION:**

- STEEL FRONT AXLE AND SUSPENSION, MINIMUM 12,000 LBS. CAPACITY.
- FRONT SHOCK ABSORBERS.
- FRONT WHEEL OIL-LUBRICATED BEARINGS AND SEALS.
- SINGLE SPEED REAR AXLE AND SUSPENSION, MINIMUM 23,000 LBS. CAPACITY. REAR AXLE RATIO IS TO BE A 6.43/6.50 FOR 2400 ENGINES, 6.14/6.17 FOR A 2600 RPM ENGINES, OR THE CLOSEST POSSIBLE RATIO AVAILABLE THAT WILL PROVIDE A TOP SPEED OF APPROXIMATELY 70 MPH. STATE REAR SUSPENSION CAPACITY, REAR AXLE RATIO, ENGINE RPM AND TOP SPEED (MPH).
- FRONT WHEEL HUBS AND REAR AXLE SHALL BE FILLED WITH SYNTHETIC LUBRICANT.
- AUXILIARY REAR LEAF SPRING(S) OR RUBBER HELPER.

#### **PERFORMANCE ITEMS:**

- FACTORY INSTALLED SPEEDOMETER; ODOMETER, AMMETER OR VOLTMETER, FUEL GAUGE, ENGINE OIL PRESSURE GAUGE, COOLANT TEMPERATURE GAUGE, TACHOMETER, AIR PRESSURE GAUGE AND DASH MOUNTED ENGINE HOUR METER.
- POWER STEERING.

#### **COMFORT ITEMS:**

- FACTORY INSTALLED AM-FM RADIO.
- AIR CONDITIONER WITH INTEGRAL HEATER AND DEFROSTER.
- ARM RESTS BOTH SIDES, IF AVAILABLE; SUN VISORS, BOTH SIDES.
- TINTED GLASS ALL WINDOWS, INCLUDING WINDSHIELD.

#### **SAFETY ITEMS:**

- AIR HORN(S), MOUNTED UNDER THE CAB OR HOOD, OR BEHIND THE FRONT BUMPER.
- STANDARD ELECTRIC HORN.
- OUTSIDE MIRRORS, LEFT AND RIGHT SIDE. MIRRORS TO BE SIX (6) X TWELVE (12) INCHES, MINIMUM, WITH 8" CONVEX MIRRORS ON BOTH SIDES, 102" WIDTH. MIRRORS AND BRACKETS SHALL BE OF RUST AND CORROSIVE RESISTANCE MATERIALS SUCH AS STAINLESS STEEL, ALUMINUM, COATED METALS OR COMPOSITE MATERIALS. PAINTED MIRRORS AND BRACKETS ARE NOT ACCEPTABLE.
- AUTOMATIC-ADJUSTABLE VOLUME BACKUP ALARM. MUST MEET LATEST ISSUE OF SAE J994, TYPE B, 107dB (A). FACTORY OR DEALER INSTALLED.
- MUD FLAPS: SPLASH AND SPRAY SUPPRESSANT RAIN FLAPS, STRAIGHT GRASS TYPE, INSTALLED ON HEAVY-DUTY HANGERS. FACTORY OR DEALER INSTALLED.
- NO VENDOR ADVERTISING OR IDENTIFICATION WILL BE PERMITTED ON RAIN FLAPS.
- ALL ACCESS STEPS SHALL BE SELF-CLEANING SLIP-RESISTANT GRATING.
- DAYTIME RUNNING LIGHTS.

#### **BRAKES:**

- ABS AIR BRAKE SYSTEM, MINIMUM 13.2 CFM AIR COMPRESSOR.
- SPRING APPLIED PARKING BRAKE.

- FRONT AND REAR AUTOMATIC SLACK ADJUSTERS.
- FRONT AND REAR DUST SHIELDS.
- OUTBOARD MOUNTED BRAKE DRUMS, FRONT AND REAR, IF AVAILABLE. (NOTE: ALLOWS BRAKE REPAIR WITHOUT REMOVING AXLE HUBS.)
- LOW AIR PRESSURE WARNING INDICATOR.
- AIR DRYER WITH HEATER. BENDIX AD-9, AD-IP, AD-IS, WABCO SYSTEM SAVER 1200 OR APPROVED EQUIVALENT. STATE AIR DRYER WITH HEATER TYPE.

#### **TIRES & WHEELS:**

- FRONT: TWO (2) 11R22.5 H(14PR) TUBELESS, RADIAL TIRES WITH HIGHWAY TREAD, GOODYEAR 661HSA OR EQUIVALENT.
- REAR: FOUR(4) 11R22.5 H(14PR) TUBELESS, RADIAL TIRES WITH ALL TERRAIN TREAD, GOODYEAR 164RTD OR EQUIVALENT.
- ALL WHEELS TO BE ONE-PIECE STEEL DISC, TEN (10)-HOLE, I.S.O. HUB PILOT MOUNT, 22.5 INCH DIAMETER.
- FRONT, INSIDE REAR AND OUTSIDE REAR WHEELS TO BE FULLY INTERCHANGEABLE.

#### **CHASSIS, FRAME, CAB:**

- MINIMUM 35,000 LBS. GVWR, FACTORY CERTIFIED. STATE GVWR LBS.
- MINIMUM 1,700,000 IN-LBS RBM FRAME. STATE FRAME RBM IN-LBS.
- CAB-AXLE DIMENSION 168 INCHES. WHEELBASE 242 INCHES W AFTER FRAME 100INCHES. STATE CAB/AXLE DIMENSION.
- FACTORY INSTALLED FUEL TANK(S), MINIMUM 60 U.S. GALLONS. STATE FUEL TANK(S) CAPACITY.
- FRONT TOW HOOKS OR TOW PINS.
- STANDARD FRONT BUMPER.

#### **CAB EQUIPMENT:**

- REGULAR CAB, 114" BBC, MINIMUM, THREE (3) PASSENGER, TWO (2) DOOR MODEL WITH TILT-TYPE HOOD AND FENDER ASSEMBLY. STATE BBC (FRONT BUMPER TO BACK OF CAB) DIMENSION.
- BENCH FRONT SEAT OR INDIVIDUAL DRIVER SEAT WITH TWO (2)-MAN PASSENGER SEAT. SEAT FABRIC: VINYL PREFERABLE.
- GRAB HANDLE(S) FOR CAB ENTRY, LOCATED AT EACH ENTRY DOOR.
- MANUFACTURER'S STANDARD FLEET WHITE EXTERIOR PAINT AND GRAY/NEUTRAL INTERIOR.

#### **WARRANTY**

- MINIMUM: 2 YEAR BASIC OVERALL
- DRIVE TRAIN: 2 YEARS
- ENGINE 5 YEARS/250,000 MILES/10,000 HOURS
- FRAME & CORROSION: 3 YEARS
- NOISE EMISSIONS: LIFE OF VEHICLE
- STATE WARRANTY COVERAGE

**CONDITIONS:**

- BIDDER SHALL PROVIDE A MANUFACTURER'S PRINT-OUT (FORD "DORA"/"COMMERICAL TRUCK TOOLS", FREIGHTLINER "SPEC PRO", "GM AUTOBOOK", INTERNATIONAL "VEHICLE SPECIFICATIONS", MACK "ORDER/CUSTOMER/VEHICLE INFORMATION", OR APPROVED EQUIVALENT) TO VERIFY THE VEHICLE BID MEETS ALL THE REQUIREMENTS OF THIS SPECIFICATION. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER'S PRINT-OUT.
- WELDING SHALL NOT BE PERMITTED ON THE FRAME SIDE RAILS, NOR SHALL THE FRAME RAILS BE CUT TO LENGTHEN OR SHORTEN THE WHEELBASE. WHEELBASE MODIFICATIONS ARE ALLOWED ONLY BY SLIDING THE SUSPENSION WITH THE "AF" DIMENSION AFFECTED ACCORDINGLY (EXCESS LENGTH BEHIND THE REAR AXLE MAY BE CUT OFF AS REQUIRED). ANY WHEELBASE MODIFICATION SHALL RESULT IN A WHEELBASE AND FRAME COMBINATION THAT IS IDENTICAL TO ONE AVAILABLE FROM THE MANUFACTURER.
- STATE APPROXIMATE DELIVERY TIME REQUIRED AFTER RECEIPT OF ORDER:
- BIDDER IS ADVISED THAT CAB AND CHASSIS WILL REQUIRE DELIVERY TO AUXILIARY BODY MANUFACTURER, TBD (POSSIBLY IN LAKE WALES, FLORIDA)

**OPTIONS:**

- DELAY IN WARRANTY START DATE TO ALLOW FOR BODY INSTALLATION. (WARRANTY TO BECOME EFFECTIVE WHEN VEHICLE IS PLACED IN SERVICE RATHER THAN AT TIME OF DELIVERY).
- "NO-SPIN" OR DRIVER CONTROL TRACTION DIFFERENTIAL (DCDL) ON REAR AXLE.
- RAIN SHIELDS OVER DOOR WINDOWS, BOTH SIDES. FACTORY OR DEALER INSTALLED.
- TUBELESS RADIAL TIRES WITH ON/OFF HIGHWAY TREAD FOR REAR ONLY. BID FOUR (4) 11R22.5H (16PR) OR LARGER TIRES FOR ON/OFF HIGHWAY USE. REAR TIRES TO BE GOODYEAR G661HSA OR APPROVED EQUIVALENT.



## Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
F7D	Base Vehicle Price (F7D)	\$68,500.00
<b>Engines</b>		
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM, 675 lb-ft Torque @ 1600 RPM  Includes Engine Exhaust Brake and manual regen capability. Torque: 675 ft.lbs. @ 1600 rpm.  <i>Governed RPM 3200 Includes CARB clean idle label - may be removed if an-necessary</i>	STD
425	50-State Emissions	N/C
<b>Transmissions</b>		
44G	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision	STD
41A	Transmission Power Take-Off Provision w/LiveDrive Capability	\$895.00
<b>Front Wheels &amp; Tires</b>		
647	Wheels, Front 22.5x7.5 White Powder Coated Steel, 10-Hole  <i>(285 75MM BC) hub piloted, flanged nut, metric mount 7 50 DC nms. with steel hubs</i>	STD
TCD	Tires, Front Two 11R22.5H Goodyear G661 HSA (497 rev/mile)	\$45.00
<b>Rear Wheels &amp; Tires</b>		
667	Wheels, Rear 22.5x7.5 White Powder Coated Steel, 10-Hole  <i>(285 75MM BC) hub piloted, flanged nut, metric mount 7 50 DC nms. with steel hubs</i>	STD
RCE	Tires, Rear Four 11R22.5H Goodyear G182 RSD (497 rev/mile)	\$95.00
<b>Brakes</b>		
67C	Air Brakes - Straight Truck  <i>Mentor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13 2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection</i>	\$1,770.00
62D	Air Dryer, Bendix AD/IP w/Heater  <i>Mounted left frame rail</i>	\$460.00
<b>Front Axle and Suspension</b>		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Options (cont'd)

Code	Description	MSRP
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type	\$525.00
61D	Taper-Leaf Springs, Parabolic - 12,000 lb. Cap 2-leaf, 62" x 3 15"	\$305.00
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00
<b>Rear Axle and Suspension</b>		
47P	23,000 lb. Single Reduction - Locking	\$2,100.00
<i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>		
52P	Driveshaft Upgrade	\$185.00
68T	Multi-Leaf Springs - 31,000 lb. Cap 11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.	\$490.00
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
X6A	6.14 Axle Ratio	N/C
<b>Wheelbase</b>		
242WB	242" Wheelbase/168" CA/100" AF/381" OAL	\$805.00
<b>Frame</b>		
536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI 1.701,600 RBM. Heat treated alloy steel, 10.125" x 3.560" x 0.312" (257.2mm x 90.9mm x 8.0mm)	\$365.00
<b>Exhaust</b>		
91G	Under Cab, Right Side Outlet, Switchback-Style Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.	STD
<b>Fuel Tanks</b>		
65E	Fuel Tank - LH 65 Gallon Rectangular - Aluminum	\$425.00
12	12 Gal. Single Tank Fuel Fill, Mandatory Charge Applied, Based On Tank Selection	\$0.00
<b>Electrical / Alternator / Battery</b>		
17C	220 Amp Denso SC6 Alternator	\$220.00
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box	\$60.00

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## Selected Options (cont'd)

Code	Description	MSRP
	<i>12Volt Motorcraft</i>	
962	Daytime Running Lamps	\$45.00
16V	Voltmeter	\$100.00
	<i>Available in message center</i>	
<b>Seats</b>		
881	30/70 Fixed Driver & Fixed 2-Passenger Bench - Vinyl	\$350.00
<b>Cab Interior</b>		
600A	Preferred Equipment Package 600A	N/C
588	Radio AM/FM Stereo w/Aux Audio Input Jack & Clock	STD
	<i>With two speakers</i>	
<b>Cab Exterior</b>		
59A	Horn, Air - Black, Single Trumpet	\$90.00
	<i>Air solenoid operated, chassis mounted on rail back of bumper</i>	
54D	Mirrors, Dual - Rectangular, XL2020 - 102" Width w/Chrome Cap	\$90.00
	<i>Integral spot mirror, sail type, manual fold</i>	
165	Mud Flap Holder Without Flaps	\$95.00
<b>Miscellaneous</b>		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
SUBTOTAL		\$78,165.00
Destination Charge		\$1,495.00
TOTAL		\$79,660.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Road Department Truck Cab & Chassis – Single Axle BID # PD 15-16.095							
Bid Opening Time: 10:00 a.m. CDT Bid Opening Date: 9/28/2016 Bid Opening Location: Rm 11.201	Cover Sheet/ Ackno wl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Total
	NAME OF BIDDER								
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$139,192
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$72,990
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$64,996
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$70,773
BIDS OPENED BY:	Eddie H. Wehmeier, Purchasing Specialist				DATE: 9-28-16				
BIDS TABULATED BY:	Eddie H. Wehmeier, Purchasing Specialist				DATE: 9-28-16				
BIDS WITNESSED BY:	Lori Kistler, SOSA				DATE: 9-28-16				

## RECOMMEND TO AWARD

CAR  
DATE 10-20-16

BOCC  
DATE 10-20-16

The Purchasing Manager/Designee recommends to the BCC: To award a Purchase Order to Hub City Ford, Inc., for a lump sum amount of \$64,996.

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.  
Notes:

Posted @ 2:00 p.m. CDT on 10-05-2016

*Ertw*  
ehw



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11137

County Administrator's Report 17. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Contract Award for Re-Bid Scour Repairs County Road 184 Over Escambia River Bridge (480045)

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Contract Award for Re-Bid Scour Repairs County Road 184 Over Escambia River Bridge (480045) - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and DKE Marine Services, Inc., per the terms and conditions of PD 15-16.097, Re-Bid Scour Repairs County Road 184 Over Escambia River Bridge (480045), per Base Bid of \$698,482 and Alternate #2, in the amount of \$299,136, for a lump sum of \$997,618.

[Funding: Fund 353 LOST III, Cost Center 210107, Object Code 56301, Project Code 13EN2188]

#### **BACKGROUND:**

This is a rehabilitation project for the main channel of Escambia River and a secondary channel of Quintette Lake on Quintette Road (CR 184) over Escambia River (Bridge 480045).

The rehabilitation will include stabilizing the main channel piers with Class IV Riprap and the secondary channel piers with Class II Riprap.

In an annual inspection performed by FDOT, the inspectors found the channel had erosion at the base of the piers and have ordered an immediate rehabilitation.

This will help protect the piers from lateral pressure, and the possibility of a road closure, in the event water rises above flood stage.

The project should be complete within 120 days after PO has been issued, weather permitting.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, August 29, 2016. A Mandatory Pre-Solicitation Conference was held on Tuesday, September 13, 2016. Five firms were represented at that meeting. Bids were received from two contractors on Friday, September 30, 2016. DKE Marine Services, Inc. is the low bidder.

**BUDGETARY IMPACT:**

[Fund 353 LOST III, Cost Center 210107, Object Code 56301, Project Code 13EN2188]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form D: Road/Drainage

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**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.

This is a rehabilitation project for the main channel of Escambia River and a secondary channel of Quintette Lake on Quintette Road (CR 184) over Escambia River (Bridge 480045).

The rehabilitation will include stabilizing the main channel piers with Class IV Riprap and the secondary channel piers with Class II Riprap.

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**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and Purchase Order.

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**Attachments**

Agreement

Bid Tabulation

Recommendation to Award Determination Checklist

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**STANDARD CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**DKE Marine Services, Inc.**

**For**

**PD 15-16.097, Re-Bid Scour Repairs County Road 184 Over Escambia River  
Bridge (480045)**

**FORM D: Road/Drainage**

**(Revised June 2016)**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS  
FORM D

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**Dated February 01, 2015**

Exhibit I/ Working Drawings / Plans prepared by Engineer and Identified as Follows:

<b>Sheet No.</b>	<b>Description</b>
B-1	Key Sheet
B-2	Project Notes
B-3	Summary of Quantities
B-4	Plan & Elevation
B-5	Utility Plan
B-6	Erosion Control Plan
B-7	Pile Bent Details
B-8	Piers #60 & #61 Details (Alternate #1)
B-9	Piers #60 & #61 Details (Alternate #2)
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Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND DKE MARINE SERVICES, INC. FOR STANDARD  
ROAD/DRAINAGE CONSTRUCTION CONTRACT  
DOCUMENTS.**

**THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,** ("County"), hereby contracts with DKE Marine Services, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.097, Re-Bid Scour Repairs County Road 184 Over Escambia River Bridge (480045) ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS**

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

**SECTION 2. SCOPE OF WORK**

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

**SECTION 3. CONTRACT AMOUNT**

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**Nine Hundred Ninety Seven Thousand Six Hundred Eighteen Dollars  
(\$997,618.00)**

#### **SECTION 4. BONDS**

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

#### **SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.**

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Sixty (60) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Ninety (90) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project.

Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

## **SECTION 6. EXHIBITS INCORPORATED**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions  
Exhibit B: Form of Performance and Payment Bonds  
Exhibit C: Insurance and Safety Requirements  
Exhibit D: Form of Release and Affidavit  
Exhibit E: Form of Contractor Application for Payment  
Exhibit F: Form of Change Order  
Exhibit G: Payment Adjustment - Bituminous Material  
Exhibit H: Technical Specifications

### **Dated February 01, 2015**

- Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

<b>Sheet No.</b>	<b>Description</b>
B-1	Key Sheet
B-2	Project Notes
B-3	Summary of Quantities
B-4	Plan & Elevation
B-5	Utility Plan
B-6	Erosion Control Plan
B-7	Pile Bent Details
B-8	Piers #60 & #61 Details (Alternate #1)
B-9	Piers #60 & #61 Details (Alternate #2)
B-10	Piers #59 & #62

- Exhibit K: Federal Documents (if applicable)  
Exhibit L: Solicitation Documents Index

## **SECTION 7. NOTICES**

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering  
3363 West Park Place  
Pensacola, Florida 32505  
Attention: Elizabeth Bush, Construction Manager

- B. All correspondence with the Contractor will be addressed to the following:

DKE Marine Services, Inc.  
4111 Lillian Highway  
Pensacola, Florida 32506  
Attention: Donald Keith Phillips, President

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

## **SECTION 8. MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

## **SECTION 9. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

## **SECTION 10. GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

## **SECTION 11. NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

## **SECTION 12. ENTIRE AGREEMENT**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

### **SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

### **SECTION 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. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. 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).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**



**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: 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, and DKE Marine Services, Inc. signing by and through its 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.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Jack R. Brown, County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

**DKE Marine Services, Inc.**, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Its: Donald Keith Phillips, President

(Corporate Seal)

Date: \_\_\_\_\_

BCC Approved: October 20, 2016

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**Section 1. INTENT OF CONTRACT DOCUMENTS**

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

**Section 1. INVESTIGATION AND UTILITIES**

- 1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

## **Section 2. SCHEDULE**

- 2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

## **Section 3. PROGRESS PAYMENTS**

- 3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- 3.4.** Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5** County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6** Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.6** Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

- 4.7 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

#### **Section 4. PAYMENTS WITHHELD**

- 4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

#### **Section 5. FINAL PAYMENT**

- 5.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

#### **Section 6. SUBMITTALS AND SUBSTITUTIONS**

- 6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

- 6.2.** Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 6.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 6.4.** If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 6.5.** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 6.6.** The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

## **Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 7.1.** Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all

activities of Contractor at the Project site including, but not limited to, the following:

- 7.1.1.** Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 7.1.2.** Soil conditions which adversely affect the Work;
- 7.1.3.** The hours of operation by Contractor's personnel and subcontractor's personnel;
- 7.1.4.** The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5.** All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6.** Description of Work being performed at the Project site;
- 7.1.7.** Any unusual or special occurrences at the Project site;
- 7.1.8.** Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 7.2.** Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 7.3.** Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.



## **Section 8. CONTRACT TIME AND TIME EXTENSIONS**

- 8.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 8.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 8.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 8.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:
- 8.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
  - 8.4.2.** The weather was unusual as documented by supporting data.
  - 8.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
  - 8.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

## **Section 9. CHANGES IN THE WORK**

- 9.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or

changed work orally.

- 9.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

## **Section 10. CLAIMS AND DISPUTES**

- 10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

- 10.3.** The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

## **Section 11. OTHER WORK**

- 11.1.** County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 11.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 11.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

## **Section 12. INDEMNIFICATION AND INSURANCE**

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor'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 Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or 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 fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify 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.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.3** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.4** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- 13.5** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.6** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.7** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.8** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. 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.

### **Section 13. COMPLIANCE WITH LAWS**

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** **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>.

#### **Section 14. CLEANUP AND PROTECTIONS**

- 14.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 14.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

#### **Section 15. ASSIGNMENT**

- 15.1.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

#### **Section 16. PERMITS, LICENSES AND TAXES**

- 16.1.** Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 16.2.** Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 16.3.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

#### **Section 17. TERMINATION FOR DEFAULT**

- 17.1.** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 17.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 17.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 17.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 17.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 17.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to



any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

#### **Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 18.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 18.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### **Section 19. COMPLETION**

- 19.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 19.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 19.3.** After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

\_\_\_\_\_  
(Project Name and Address)

\_\_\_\_\_  
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 20. WARRANTY**

- 20.1.** Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two (2) year Warranty Period.

**Section 21. PROJECT LAYOUT AND CONTROL**

- 21.1.** Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 21.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 21.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

## **Section 22. TESTS AND INSPECTIONS**

- 22.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 22.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

## **Section 23. DEFECTIVE WORK**

- 23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 23.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

#### **Section 24. SUPERVISION AND SUPERINTENDENTS**

- 24.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

#### **Section 25. PROTECTION OF WORK**

- 25.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 25.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **Section 26. EMERGENCIES**

- 26.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

## **Section 27. USE OF PREMISES**

- 27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 27.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

## **Section 28. SAFETY**

- 28.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
  - 28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
  - 28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 28.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3.** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4.** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

## **Section 30. PROJECT MEETINGS**

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.



**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

**BOND NO.** \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for Contract No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligor.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

**BY THIS BOND**, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)

\_\_\_\_\_ (hereinafter called the "Principal") and

\_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)

located at \_\_\_\_\_, a surety insurer

(Insert address and phone number)  
chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for the purpose of \_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of improvement.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witnesses as to Principal

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness

(Business Address)

\_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

(Printed Name)

Witness

OR

\_\_\_\_\_

As Attorney In Fact (Attach Power)

\_\_\_\_\_

\_\_\_\_\_

Witnesses

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me

**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the



provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off" hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

**COUNTY OF ESCAMBIA**  
**STATE OF FLORIDA**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_ [Corporate Seal]



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**  
**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number \_\_\_\_\_ PD \_\_\_\_\_

Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

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.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

*Contractor*

By: \_\_\_\_\_

*Engineer*

By: \_\_\_\_\_

Owner

**EXHIBIT G**  
**PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.**

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
  - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
  - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
  - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
  - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
  - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa '  $P_b X(I_d - I_b)$  where:  
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)  
Pb ' Bid unit price for Bituminous Material.  
Id ' Asphalt Price Index during the month in which the material is incorporated into the project.  
Ib ' Asphalt Price Index during the month in which bids were received for this contract.
  - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
  - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Re-Bid Scour Repairs CR184 over Escambia River Bridge (4840045) BID # PD 15-16.097											
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 09/30/2016 Bid Opening Location: Rm 11.407		Cover Sheet/ Acknowl	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknow of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid	Alt 1	Base + Alt 1	Alt 2	Base + Alt 2
NAME OF BIDDER													
DKE Marine Services Inc.		Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$698,482.00	\$399,916.00	\$1,098,398.00	\$299,136.00	\$997,618.00
RBM Contracting Services, LLC		Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$695,175.88	\$230,824.00	\$925,999.88	\$311,941.12	\$1,007,117.00
BIDS OPENED BY:		Paul Nobles, CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator								DATE: 09/30/2016			
BIDS TABULATED BY:		Angie Holbrook, Purchasing Associate								DATE: 09/30/2016			
BIDS WITNESSED BY:		Angie Holbrook, Purchasing Associate								DATE: 09/30/2016			

**CAR**  
**DATE 10/20/16**
**BOCC**  
**DATE 10/20/16**

The Purchasing Chief/Designee recommends to the BCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and DKE Marine Services, Inc., per the terms and conditions of PD 15-16.097, Re-Bid Scour Repairs County Road 184 Over Escambia River Bridge (480045), per Base Bid of \$695,175.88 and Alternate #2 \$299,136., for a lump sum of \$997,618.

**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.**

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Posted @ 2:00 p.m. CDT, 09/30/2016

PRN/abh



**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT 1 TO TABULATION SHEET)**

**SECTION 1**

**- GENERAL INFORMATION SECTION -**

Description: \_\_\_\_\_

Bid Number PD: \_\_\_\_\_

Opening Date/Time: \_\_\_\_\_

Purchasing Agent: \_\_\_\_\_

Client Department: \_\_\_\_\_ Dept. Director/Designee: \_\_\_\_\_

Protest Information: \_\_\_\_\_

**Note: Purchasing will advise of any Protest(s)**

Requisition # \_\_\_\_\_ Verify

Fund: \_\_\_\_\_ Verify

Cost Center: \_\_\_\_\_ Verify

Object Code: \_\_\_\_\_ Verify

Project Number: \_\_\_\_\_ Verify

**Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation**    ☐ Yes    ☐ No

**Note: Attachments to Requisition shall Reference PD #** \_\_\_\_\_

Comments Applicable to General Information Section:

(See Attached Tab Sheet)

**SECTION 2**

**- RECOMMENDED AWARD SECTION -**

Recommendation to the BCC:        (See Attached Tabulation Sheet for Pre-Award Compliance)

Unit Price Extensions Checked by: \_\_\_\_\_

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description: \_\_\_\_\_

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder Purchasing ☐ Yes ☐ No

Client Department ☐ Yes ☐ No    If Yes, Please Document in Space Provided:

**SECTION 3**

**-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: \_\_\_\_\_

Purchasing Manager/Designee Approval \_\_\_\_\_

**Note 1: The Office of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).**

**Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).**

Quintette Road (CR 184) @ Escambia River Scour Rehabilitation (Bridge 480045)

August 1, 2016

Bidder				DKE Marine		RBM Contracting	
Bid Item #	Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$247,225.00	\$247,225.00	\$50,000.00	\$50,000.00
2	Maintenance of Traffic (Includes Variable Message Boards)	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
3	Sediment Barriers (Synthetic Bales)	LF	726	\$32.50	\$23,595.00	\$20.30	\$14,737.80
4	Floating Turbidity Barrier (Type II)	LF	770	\$40.00	\$30,800.00	\$13.15	\$10,125.50
5	Rip Rap (Rubble) Class IV Piers 59 & 62	TON	1930	\$135.00	\$260,550.00	\$237.75	\$458,857.50
6	Rip Rap (Rubble) Class II - Bents 13 - 14	TON	616	\$132.00	\$81,312.00	\$237.75	\$146,454.00
7	Site Restoration as per NWFWM License Agreement	LS	1	\$25,000.00	\$25,000.00	\$5,001.08	\$5,001.08
8	Clearing and Grubbing (Dead Fallen Tree Removal at Quintette Lake)	LS	1	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
Base Bid					\$698,482.00		\$695,175.88
Alt #1	Gabion Mat (MacCaferri or Equivalent) Piers 60 & 61 (Alternate 1)	SY	671	\$596.00	\$399,916.00	\$344.00	\$230,824.00
Base Bid Plus Alternate #1					\$1,098,398.00		\$925,999.88
Alt #2	Rip Rap (Rubble) Class IV Piers 60 & 61 (Alternate #2)	TON	2624	\$114.00	\$299,136.00	\$118.88	\$311,941.12
Base Bid Plus Alternate #2					\$997,618.00		\$1,007,117.00



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11167

County Administrator's Report 17. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Approval to Issue Fiscal Year 2016 - 2017 Purchase Orders in Excess of \$50,000

From: Shawn Fletcher, IT Director

Organization: Information Technology

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000 for the Information Technology Department - Shawn P. Fletcher, Information Technology Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2016-2017, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department.

### **BACKGROUND:**

The Information Technology Department has purchase orders that over the course of a fiscal year may exceed \$50,000. The issuance of these purchase orders during October 2016 is essential to ensure the continuity of services provided through our department to the citizens of Escambia County.

### **BUDGETARY IMPACT:**

Funding is available in General Fund 001, Cost Center 270102

### **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:**

The Information Technology Department will coordinate with the Office of Purchasing on the issuance of these purchase orders.

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**Attachments**

IT 2016-2017 Purchase Order Excess of \$50,000

---

<b>Vendor #</b>	<b>Vendors</b>	<b>Contract Numbers</b>	<b>Amounts</b>
010763	Accela Public Stuff, Professional Services, and Legislative Management Fund: 001      Cost Center 270102	<b>*Sole Source*</b> Maintenance support for Public Stuff, and Legislative Management	\$100,000.00
193560	Caliber (Formerly known as : SmartCop, Inc DBA (CTS America) Jail Management System Fund: 001 - Cost Center 270102	<b>* Sole Source *</b> Maintenance contract for Software and Support for the Jail Inmate Records Management System	\$80,000.00
040517	Dell Marketing Computers, Laptops & Misc. Computers Items Fund: 001 - Cost Center 270102 Fund: 113 - Cost Center 110503	PD 14-15.063 FL. State Contract #43211500-WSCA-15- ACS	\$200,000
150525	PC Specialists Inc DBA Technology Integration Group (TIG) Maintenance Renewal, switches, routers, VOIP equipment, and professional services Fund: 001 - Cost Center 270102 Fund: 113 - Cost Center 110503	PD 15-16.009 Florida State Contract #43220000-WSCA-14- ACS	\$250,000
051291	Environmental Systems Research Institute (ESRI) Geographical Information Systems Software Support and Maintenance Fund: 001 - 270102 Fund: 113 - 110503	<b>*Sole Source*</b> GIS System Software and Maintenance for ESRI products.	\$80,000
111135	Kronos Incorporated Hardware, Maintenance and Software Support Fund: 001 - Cost Center 270102	<b>*Sole Source*</b> Software and Hardware Maintenance for Timekeeping System.	\$65,000
193696	SHI Volume Licensing Agreement W/Microsoft Corp Fund: 001 - Cost Center 270102	State of Florida Contract # 43230000-15-02 BCC Approved 06/16/16	\$500,000
193781	Southern Light Internet Services Fund: 001 - Cost Center 270103 Fund: 113 - Cost Center 110503	PD 14-15.099	\$300,000



2633 Camino Ramon Suite 120 San Ramon, CA 94583 | (925) 659-3200

September 27, 2016

Shawn Fletcher  
IT Director  
Information Technology  
Escambia County Board of County Commissioners  
3363 W. Park Place  
Pensacola, FL 32505

Dear Mr. Fletcher,

Please allow me to offer the following information to clarify the source status of Accela, Inc.'s ("Accela") products. Accela, as owner and software manufacturer of the Accela Automation® software products, is the sole source provider of technical support and maintenance for Accela Civic Platform™, Accela Citizen Access™, Accela IVR™, and Accela CRM™ software products and subscription services. No third-party vendor, company, or entity is authorized to develop new product features for, provide development services for, or to maintain these products.

Please do not hesitate to contact me directly if you have any questions or concerns. My telephone number is listed below and I am available by email at [csamuels@accela.com](mailto:csamuels@accela.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Colin M. Samuels", with a stylized flourish at the end.

Colin M. Samuels  
General Counsel and Assistant Corporate Secretary



09-23-16

Chris,

In reference to the pending project of the bi-directional integration between the SmartCop JMS and the Courthouse docket software, it is believed that this can only be a sole source project that only SmartCop can provide the service. The SmartCop Database installed at the Escambia County Jail is owned by the County. The management of the applications and the database is provided by SmartCop as part of the maintenance agreement. In order to assure that the integration is done in a way that does not affect the performance of the Jail Applications, it is believed that our Engineers would be better suited than an outside entity.

Please contact me if you have any further questions. Thank you.

Don Newsome

A handwritten signature in black ink, appearing to be "DN" or a stylized version of the name "Don Newsome".

Caliber SmartCop

[Don.newsome@cts-america.com](mailto:Don.newsome@cts-america.com)

850-232-6077





September 26, 2016

Escambia County Board of County Commissioners  
Shawn Fletcher

Dear Mr. Fletcher

Caliber SmartCop is the original and sole developer, distributor, and technical support supplier for the Caliber SmartCop Jail Management software that is currently installed and in use at the Escambia County Board of County Commissioners, County Jail.

The software is proprietary software which is owned by Caliber SmartCop and can only be purchased directly from Caliber SmartCop. There are no distributors, retailers, or resellers for the Jail Management Software.

Caliber SmartCop is the only supplier of annual maintenance, system support, and customizing services. Copyright restrictions preclude any other vendor from accessing or modifying the Caliber SmartCop source code. Caliber SmartCop has not at any time sub-licensed the software or technical support responsibilities to any third party and is the Sole Source both for licensing as well as technical support for these applications.

Thank you for doing business with Caliber SmartCop. Please contact me if you have any questions or concerns regarding this issue.

Sincerely,

A handwritten signature in black ink that reads "Steven J. Williams". The signature is written in a cursive style with a large, stylized "S" and "W".

Steven J. Williams  
Director of Operations  
Caliber SmartCop  
180 North Palafox Street | Pensacola, Florida 32502  
(850) 429-0082 Office | (850) 429-0522 (Fax)  
[Steve.williams@cts-america.com](mailto:Steve.williams@cts-america.com)  
[www.CTS-America.com](http://www.CTS-America.com)

## Advertisement Detail

**Division of Emergency Management**  
**Single Source**  
**SS-DEM-14-15-063 GIS System Software Annual Maintenance**

Advertisement Number: SS-DEM-14-15-063

Version Number: 000

Advertisement Begin Date/Time: 06/16/2015 - 04:28 P.M.

Advertisement End Date/Time: 06/25/2015 - 04:28 P.M.

Mod: 06-16-2015 04:28:40

Last Edit: Tuesday, June 16, 2015 at 04:29:06 P.M.

**Commodity:**

81112200

Software maintenance and support

PUR 7776, SS-DEM-14-15-063 ESRI GIS System Software Annual Maintenance.

**Please direct all questions to:**

Tara Walters

Phone: (850) 410-1391

FAX: (850) 488-7842


2555 Shumard Oak Boulevard  
Tallahassee FL, 32399-2100Email: [tara.walters@em.myflorida.com](mailto:tara.walters@em.myflorida.com)


Any person with a disability requiring special accommodations at the pre-solicitation conference and/or bid/proposal opening shall contact purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

The Department reserves the right to reject any and all bids or accept minor irregularities in the best interest of the State of Florida.

Minority Business Enterprises are encouraged to participate in the solicitation process.

## Downloadable Files for Advertisement

Version	Description	Type	Required
Original	PUR 7776 ESRI GIS System Software Annual Maintenance <a href="#">(Open/Save/View)</a>	Complete Document	

 indicates a required (not withdrawn) file

For questions on a specific bid advertisement, contact the agency advertisement owner. Advertisements include the contact information for the agency advertisement. The agency advertisement owner is the point of contact for vendors with specific questions.



ESRI

## SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)

380 New York Street

Redlands, CA 92373

E-mail: jricks@esri.com

DATE: July 13, 2015

TO: Escambia County

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of software maintenance (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3<sup>rd</sup> party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Community Analyst
- Esri Business Analyst Server
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, *excluding those listed above*, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

  
Jackie Ricks



Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824

phone +1 978 250 9800  
fax +1 978 367 5900  
url [www.kronos.com](http://www.kronos.com)

[vvfounta@co.escambia.fl.us](mailto:vvfounta@co.escambia.fl.us)

September 22, 2016

Veronica Von-jola Fountain  
Information Technology Department  
Escambia County  
221 Palafox Place, Suite 140  
Pensacola, FL 32502

Dear Ms. Von-jola Fountain:

This letter is to confirm that Kronos® equipment and software is sold and serviced only through Kronos district offices or Kronos authorized dealers. There are no authorized dealers in the Florida area.

Kronos' products are sold directly by Kronos Incorporated in the Pensacola, Florida area is through the Florida district offices located at:

5405 Cypress Center Drive, Suite 300  
Tampa, FL 33609  
Phone: (813) 207-1987

255 Primera Blvd., Suite 532  
Lake Mary, FL 32746  
Phone: (407) 333-3282

Kronos' goal is to handle questions regarding the sole sourcing of Kronos products in a consistent manner, which is why we utilize this letter format. If you have any questions relating to anything in this letter, please feel free to contact me anytime.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John O'Brien", written over the printed name.

John O'Brien  
Senior Vice President, Global Sales

Vendor	Date	PO	Amount	Cost center	Reason
Accela - sole source	10/26/2015	160550	\$ 20,000.00	250111 - BID	Professional services to correct issues in software in preparation for migration to hosted solution.
	3/9/2016	161038	\$ 335,595.52	250111 - BID, 270109 - IT	Subscription service and support for hosted solution of Civic Platform.
	7/6/2016	161368	\$ 36,850.00	270111 - IT	Subscription service and support for hosted solution of Citizen Relationship Management (aka 311)
			\$ 36,850.00	IT Total	
Caliber (aka CTS/SmartCop) - sole source	10/7/2015	160200	\$ 59,914.53	270109 - IT	Support and maintenance for the Jail management software
Dell	11/16/2015	160746	\$ 15,866.90	211201 - Engineering	Laptops for Design Team
	11/24/2015	160781	\$ 20,198.31	110601 - Legal	Laptops for Legal which were replaced by PO 160985 and redeployed as upgrades to others in the County
	12/1/2015	160798	\$ 7,804.17	230304 - Environmental svcs	Environmental services computer upgrades
	12/4/2015	160806	\$ 2,905.74	370201,370219 - Neighborhood svcs	Neighborhood services computer upgrades
	12/10/2015	160831	\$ 3,307.40	220805 - Marine recreation	Marine recreation computer upgrades
	1/4/2016	160881	\$ 15,741.30	270109 - IT	Microsoft Surfaces to upgrade laptops
	1/6/2016	160884	\$ 4,722.39	330413 - Emergency Mgmt	Microsoft Surfaces to upgrade laptops
	1/8/2016	160893	\$ 4,713.78	330206 - Fire	Fire services computer upgrades
	1/12/2016	160905	\$ 7,617.67	140301 - Bob Sikes Toll Plaza	Server and additional hard drives for Bob Sikes Toll Plaza
	1/12/2016	160906	\$ 1,544.37	270109 - IT	Monitors for CMR
	1/12/2016	160908	\$ 4,739.20	270109 - IT	Server for specific application
	1/12/2016	160909	\$ 4,332.46	270109 - IT	Workstation for video editing for CMR
	1/12/2016	160910	\$ 1,029.58	270109 - IT	Monitors for CMR
	1/25/2016	160935	\$ 3,000.95	140301 - Bob Sikes Toll Plaza	Workstations for Bob Sikes Toll Plaza
	3/4/2016	161048	\$ 32,126.20	110503 - Library	Library services computer upgrades
	3/23/2016	161090	\$ 82,666.25	270111 - IT	Computers for upgrades
	4/22/2016	161171	\$ 1,208.99	222030 - RESTORE	Computer for RESTORE project manager
	5/9/2016	161207	\$ 1,793.90	270111 - IT	Monitors for upgrades
	5/20/2016	161240	\$ 3,454.53	330206 - Fire	Fire services laptop upgrades
	5/24/2016	161246	\$ 2,285.65	270109 - IT	Microsoft Surface to upgrade GIS laptop
	5/31/2016	161283	\$ 35,145.30	270111 - IT	Laptops for upgrades
	8/26/2016	161512	\$ 81,107.74	110503 - Library	Library services computer upgrades
	9/13/2016	161559	\$ 2,574.48	230301,230304 - Waste Svcs	Microsoft Surfaces to upgrade laptops
	9/13/2016	161561	\$ 1,162.97	230304 - Waste Svcs	Laptop for upgrade
	9/13/2016	161562	\$ 1,902.20	230301 - Waste Svcs	Laptop for upgrade
			\$ 262,511.95	IT Total	
PC Specialist	10/23/2015	160542	\$ 10,000.00	270103 - IT	Professional services for maintaining VoIP phone system
	12/16/2015	160848	\$ 28,176.60	270111 - IT	VMWare support and maintenance
	12/16/2015	160853	\$ 107,788.15	270103 - IT	Cisco support for switches, phones, firewalls, and servers
	1/12/2016	160902	\$ 2,107.60	140301 - Bob Sikes Toll Plaza	Dell server for Bob Sikes Toll Plaza
	1/12/2016	160904	\$ 9,474.99	270109 - IT	Dell laptops to upgrade CMR laptops
	1/19/2016	160922	\$ 14,852.80	140301 - Bob Sikes Toll Plaza	Cisco switches for Bob Sikes Toll Plaza
	2/9/2016	160985	\$ 17,610.23	270109 - IT	Laptops for Legal to replace computers purchased under PO 160781
	3/3/2016	161044	\$ 8,591.74	270103 - IT	Cisco support for VoIP phone system
	6/7/2016	161291	\$ 7,071.16	330413 - Emergency Mgmt	Aruba wireless system to upgrade wireless network in EOC
	6/16/2016	161325	\$ 49,414.78	270111 - IT	Cisco Email Security Appliance to replace existing email filters
			\$ 231,056.49	IT Total	
ESRI - sole source	7/22/2016	161407	\$ 50,917.81	270109 - IT	Graphical Information Systems (GIS) department software support and maintenance



Kronos - sole source	10/28/2015	160595	\$ 5,838.00	330206 - Fire	Increase licenses for Telestaff scheduling application for Fire Svcs
	1/7/2016	160886	\$ 11,886.30	330302,330403,330302 - Fire & EMS	Software support for Telestaff scheduling application for EMS
	2/3/2016	160969	\$ 6,673.42	330206 - Fire	Software support for Telestaff scheduling application for Fire Svcs
	2/9/2016	160987	\$ 41,969.18	270109 - IT	Software support and maintenance for Kronos timekeeping software
			\$ 41,969.18	IT Total	
SHI	11/10/2015	160713	\$ 24,034.98	270111 - IT	Support and maintenance for Oracle database server
	4/19/2016	161152	\$ 168,370.85	270111 - IT	Microsoft Enterprise Agreement for BCC
	4/20/2016	161162	\$ 27,974.96	270111 - IT	Microsoft Enterprise Agreement for Jail
	6/23/2016	161341	\$ 49,833.34	270111 - IT	Additional storage for Exagrid backup system
	6/23/2016	161342	\$ 561,900.96	270111 - IT	Microsoft Enterprise Agreement true up
			\$ 832,115.09	IT Total	
Southern Light	10/7/2015	160203	\$ 48,360.00	110503 - Library	Network connectivity for Libraries
	10/7/2015	160203-1	\$ 7,600.00	110503 - Library	Additional Library connectivity added
	10/15/2015	160391	\$ 6,168.00	230307 - Waste Services	Palafox Transfer Station connectivity
	10/29/2015	160621	\$ 16,800.00	270103 - IT	High speed Internet connection for BCC and all Constitutionals
	10/29/2015	160621-1	\$ 2,700.00	270103 - IT	Increased the high speed Internet connection for BCC and all Constitutionals
	12/29/2015	160871	\$ 31,200.00	230301,270103,330206,330209,330302 - Waste Services, IT, & Fire	Connectivity for 35 sites to provide reliable, redundant connectivity to all locations for Aug & Sept 2016
	12/29/2015	160871-1	\$ 3,600.00	230301,270103,330206,330209,330302 - Waste Services, IT, & Fire	Adding funds for connectivity for 35 sites to provide reliable, redundant connectivity to all locations for Aug & Sept 2016
			\$ 36,500.00	IT Total	



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11173**

**County Administrator's Report 17. 11.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 10/20/2016

**Issue:** Southern Light, LLC, Telecommunications License Agreement and Scope of Work for Pensacola Southwest Library

**From:** Shawn Fletcher, IT Director

**Organization:** Information Technology

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Pensacola Southwest Library - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Pensacola Southwest Library:

A. Approve the Telecommunications License Agreement and Scope of Work with Southern Light, LLC, for the Pensacola Southwest Library. This will provide a high-speed fiber data connection between the Pensacola Southwest Library and the Main Library Branch with a monthly fee of \$686; and

B. Authorize the County Administrator to sign the Southern Light, LLC, Telecommunications License Agreement and Scope of Work.

[Funding Source: Funds are available in the current Budget, Library Fund (113), Cost Center 110503, Object Code 54101]

#### **BACKGROUND:**

The Southern Light, LLC, Telecommunication License Agreement and Scope Of Work for the Pensacola Southwest Library is needed to proceed with getting a high-speed fiber data connection between the Pensacola Southwest Library and the Main Library Branch. The present T1 connection is insufficient to progress with newer technology.

#### **BUDGETARY IMPACT:**



The funds are currently available in the budget in the Library Fund (113), Cost Center 110503, Object Code 54101 for the monthly maintenance fee of \$589.00 for the connection.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Southern Light LLC, Telecommunications License Agreement & Scope of Work has been approved as to form and legal sufficiency.

**PERSONNEL:**

The implementation of this agreement and scope of work will be accomplished with existing staff.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval required by Ordinance 2001-60.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department and Southern Light will be responsible for the implementation.

---

**Attachments**

Southwest Branch Library

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PENSACOLA SOUTHWEST LIBRARY

## #12248 GULF BEACH HIGHWAY - PENSACOLA, FL

PLANS FOR PROPOSED PROJECT:

## FIBER OPTIC INSTALLATION

SEPTEMBER 19, 2016

## JOB INFORMATION

APPROVED \_\_\_\_\_

DATE: \_\_\_\_\_

JOB # FE08051601

UNDERGROUND: EST - 340' / ACT -

AERIAL N/A

TOTAL FIBER: EST - 340' / ACT -



southern  
light

## CONTACT LIST

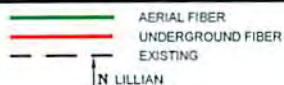
PROJECT CONTACT: JOEY PETERS - (850) 499-3601

## DIRECTORY

[illegible]

**CPE LOCATION** [http://ic.na13.klu.ac/Forre/communiq/cpe\\_location/new?id=253000001&type&file](http://ic.na13.klu.ac/Forre/communiq/cpe_location/new?id=253000001&type&file) (overridden)

## VICINITY MAP



## PROJECT LOCATION





# SOUTHERN LIGHT LLC TELECOMMUNICATIONS LICENSE AGREEMENT & SCOPE OF WORK

PENSACOLA SOUTHWEST LIBRARY  
#12248 GULF BEACH HIGHWAY  
PENSACOLA, FL

THIS TELECOMMUNICATIONS LICENSE AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_, 2016, between Southern Light, LLC (the "Operator") and \_\_\_\_ (the "Owner").

## RECITALS

WHEREAS, Owner is the owner of a certain parcel of land together with the commercial building situated thereon, all of which is located at \_\_\_\_ (the "Property"); and WHEREAS, Operator has requested and Owner has agreed to allow Operator to install, operate and maintain certain fixtures and other equipment at the Property in order to furnish telecommunications services to certain tenants at the Property. NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **The System.** Owner grants to Operator the right to install, operate and maintain certain equipment at the Property in order to furnish telecommunications services (the "System") to Owner or Owner's tenants. Operator shall place the System, fixtures and components thereof in a space approved by Owner. The System, fixtures and all components thereof shall be and remain the personal property of Operator. Upon the termination of this Agreement, Operator shall have the right to remove the System at no cost to Owner.

2. **Installation of the System.** Operator shall endeavor to install the System in a good and workmanlike manner in accordance with plans therefor, to be approved by Owner, which approval shall not be unreasonably withheld, conditioned or delayed. The planned Scope of Work ("SOW") for installation, and any applicable engineering drawings or specifications necessary to effectuate the license are attached hereto, and incorporated herein by reference. Owner agrees that the SOW, plans, drawings and specifications, if any, are satisfactory to Owner.

3. **Term.** The term of this Agreement shall run in conjunction with the service interval(s) as agreed to by the owner's tenant(s).

4. **Operator's Access to the Property.** Owner shall provide Operator with all necessary access to the Property to enable Operator to install, operate and maintain the System, including 24-hour emergency access.

5. **Independent Contractor.** Owner and Operator acknowledge and agree that the relationship between them is solely that of independent contractors, and neither is the agent or employee of the other.

6. **Indemnification.** Operator agrees to defend, indemnify, and hold harmless Owner with regard to any claims, losses, damages, liabilities and lawsuits which arise solely out of Operator's own negligent, reckless, or willful acts or omissions. To the extent permitted by law and subject to the limitations set forth in §768.28, Florida Statutes, each party ("indemnitor") must indemnify, and hold harmless the other party ("indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of the indemnitor. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this agreement.

7. **Default.** In the event either party breaches any of its material obligations hereunder, the other party shall provide written notice to the breaching party detailing such default. The breaching party shall then have 30 days to cure the default or such longer period of time as may be reasonably necessary if the default is not reasonably susceptible of cure within 30 days. In the event the breaching party fails to cure such default within the cure period, the other party shall have the right to terminate this Agreement by sending written notification of termination. Such cancellation shall be effective on the thirtieth (30th) day following receipt by the breaching party of the notice of cancellation.

8. **Removal of System by Owner.** Owner shall not remove any portion of the System unless Operator fails to remove the System within 30 days following the date of termination of this Agreement. Except as otherwise provided herein, Owner's sole remedy for breach of this Agreement by Operator shall be to terminate this Agreement.

9. **Compliance With Laws.** The parties shall comply with all applicable laws, codes, rulings and regulations with respect to the System and this Agreement.

10. **Force Majeure.** Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable for its failure to perform its obligations by reason of an Act of God, labor dispute, signal interference, fire, flood, storm, legal enactment or regulation, or any other cause beyond the reasonable control of such party.

11. **Binding Nature; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. This Agreement shall also be deemed to run with the land. Operator shall have the right to assign or transfer this Agreement at any time to a company which at the time of the assignment is in the business of providing competitive local telecommunication services to properties similar to the Property with 30 days written approval by Owner, which shall not be unreasonably withheld.

12. **Representations.** Each party represents and warrants to the other that (a) such entity is qualified to do business in the jurisdiction in which the Property is located, (b) all necessary partnership or corporate approvals, if any, have been obtained to authorize the execution, delivery and performance of this Agreement, (c) the execution, delivery and performance of this Agreement will not result in a breach or default under any other agreement to which such party is a party or contravene any organizational documents, laws, orders, statutes or regulations applicable to such party; and (d) this Agreement, upon execution thereof, is the valid and legally binding obligation of such party.

13. **Entire Understanding.** This Agreement contains the entire understanding of the parties and may not be modified except by a writing signed by both parties. Any exhibits or schedules to this Agreement are incorporated fully herein and any reference to "this Agreement" shall be considered to include all such schedules and exhibits.

14. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, it will be severed from the Agreement and the enforceability of the remaining provisions of this Agreement shall be unaffected. This Agreement may be executed in counterparts, which when taken together shall constitute one document.

15. **Further Assurances.** Each of the parties hereto agrees to execute such further documentation as shall be reasonably required by the other party in order to effectuate the intention of this Agreement.

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 shall be in the County of Escambia.

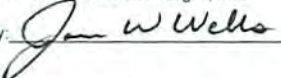
17. **Public Records.** The parties hereto acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any other right or remedy and after giving the other seven days written notice, during which period the other still fails to allow access to such documents, terminate the contract.

## SCOPE OF WORK

Set HH in row on Gulf Beach Hwy and hand dig 10'.  
Access existing conduit in HH and pull 130' into building. SL will notify property at least 24 hours prior to construction. Use 24ct. Ground conditions will be restored to existing or better conditions. SL estimates 1 day to complete construction.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date listed below.

OPERATOR: Southern Light, LLC

By: 

Name: Jason W. Wells

Title: Director of Inside Plant

Date: September 28, 2016

Approved as to form and legal sufficiency.

By/Title:   
Date: 10/5/16

Owner: Escambia County

By: \_\_\_\_\_

Name: Jack Brown

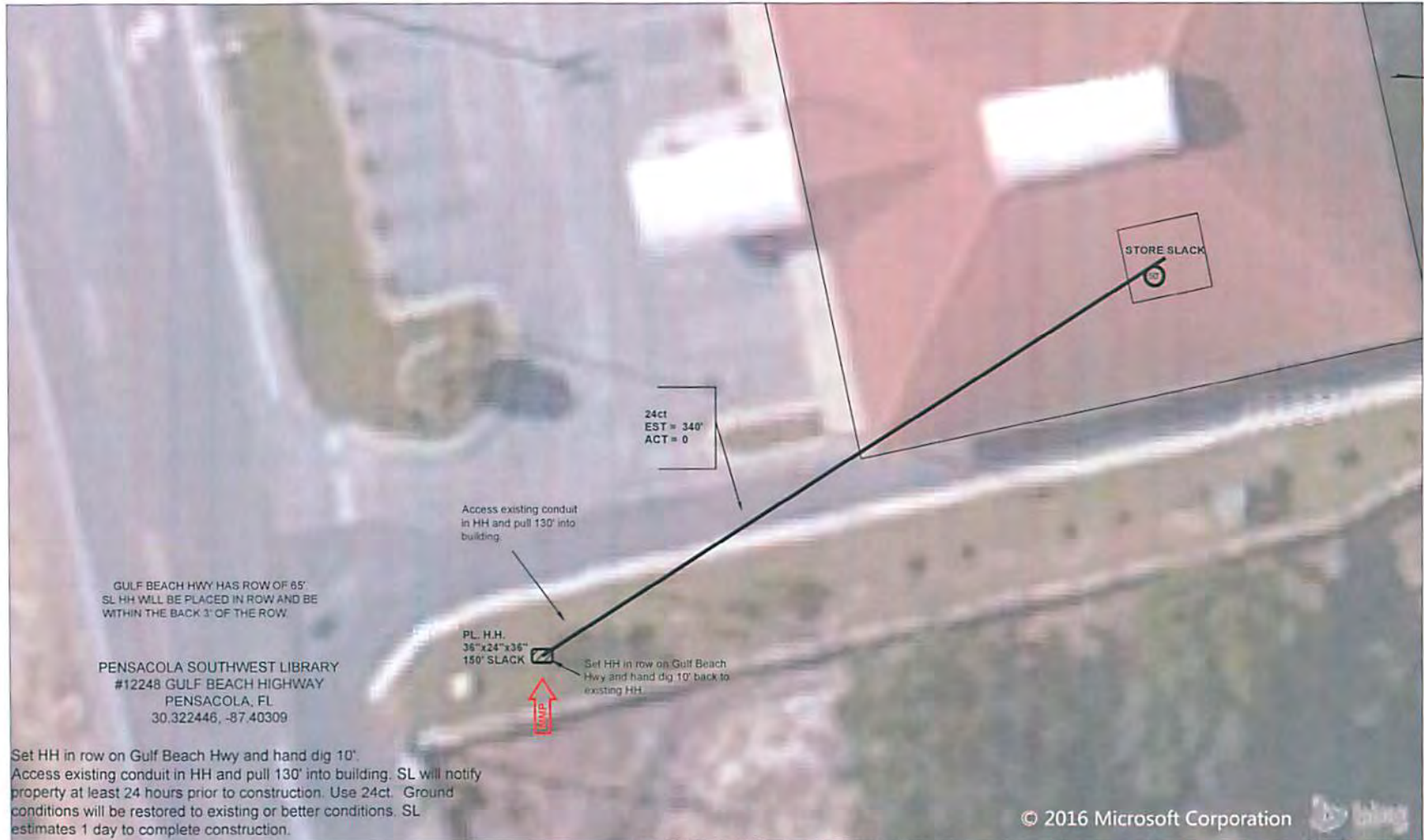
Title: County Administrator

Date: \_\_\_\_\_

Kelly McGriff  
General Counsel 251-445-3321 (desk)  
Southern Light kmcgriff@slfiber.com  
107 St. Francis St.  
Ste. 1800  
Mobile, AL 36603



24CT FIBER  
EST = 340'  
ACT = 0



GULF BEACH HWY HAS ROW OF 65'.  
SL HH WILL BE PLACED IN ROW AND BE  
WITHIN THE BACK 3' OF THE ROW.

PENSACOLA SOUTHWEST LIBRARY  
#12248 GULF BEACH HIGHWAY  
PENSACOLA, FL  
30.322446, -87.40309

Access existing conduit  
in HH and pull 130' into  
building.

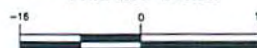
PL. H.H.  
36"x24"x36"  
150' SLACK

Set HH in row on Gulf Beach  
Hwy and hand dig 10' back to  
existing HH.

Set HH in row on Gulf Beach Hwy and hand dig 10'.  
Access existing conduit in HH and pull 130' into building. SL will notify  
property at least 24 hours prior to construction. Use 24ct. Ground  
conditions will be restored to existing or better conditions. SL  
estimates 1 day to complete construction.

© 2016 Microsoft Corporation

GRAPHIC SCALE



( IN FEET )

1 inch = 16 ft.

ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE.  
CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING.  
PRIOR TO ANY WORK PERFORMED.  
CONTACT SOUTHERN LIGHT: 251-462-1170

DATE	REVISIONS

INFORMATION IN THIS DOCUMENT  
IS PROPRIETARY AND SHALL NOT  
BE COPIED, REPRODUCED  
OR DISCLOSED IN WHOLE OR IN  
PART WITHOUT WRITTEN CONSENT  
OF Southern Light.

**southern light**  
1201 W. Pensacola St., Suite 100 • Pensacola, FL 32504  
1-800-455-1170 • Fax: 251-462-1170 • www.southernlight.com

SCALE: 1:16	ENCL. NO.: N/A
INDEX REF.: PESOLI-CV	ENG.: J. PETERS
ROUTE SCHEM.: N/A	SPLICE DWG.: N/A

PENSACOLA SOUTHWEST LIBRARY  
#12248 GULF BEACH HIGHWAY  
PENSACOLA, FL

DATE: 09/19/2016
DRAWN BY: P. HADLEY
DWG. NO.: PESOLI-01

THERE IS TO BE NO INSTALLATION  
WITHIN DOT RIGHT-OF-WAY WITHOUT  
APPROVED PERMIT IN HAND.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11178**

**County Administrator's Report 17. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 10/20/2016

**Issue:** Annual Payment On The Enterprise Agreement with Microsoft Corporation

**From:** Shawn Fletcher, IT Director

**Organization:** Information Technology

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Annual Payment on the Enterprise Agreement with Microsoft Corporation - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning the Enterprise Agreement with Microsoft Corporation:

A. Authorize the County to award a Purchase Order, in the amount of \$417,663.31, to SHI International Corporation, as the authorized reseller for Microsoft Corporation State of Florida Contract 43230000-15-02; the first yearly payment under the three-year Microsoft Enterprise Agreement #01E73214, was approved by the Board on June 16, 2016;

B. Approve and authorize the Chairman to sign, subject to Legal review and sign-off, the Microsoft Volume Licensing Agreement with Microsoft Corporation (**THE MICROSOFT VOLUME LICENSING AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER**); and

C. Authorize the Chairman, Vice Chairman, or County Administrator to execute all future documents related to this three-year Agreement without further action of the Board.

[Funding: The funds are available in the current Budget, General Fund 001, Cost Center 270102, Object Code 54601]

**BACKGROUND:**

The Information Technology Department utilizes various computer applications and systems provided by the Microsoft Corporation to support our daily operations. These systems include Microsoft Exchange for e-mail, calendar, contact management, Microsoft Sharepoint for document management and collaboration, SQL Server for enterprise database management and support of numerous business systems including

but not limited to Lucity Work-Order system, Kronos Time Keeping and SmartJail. Additionally, these systems support the operations of the Tax Collector, Supervisor of Elections and the Clerk of the Circuit Court and Comptroller.

**BUDGETARY IMPACT:**

The funds are available in the current year, General Fund 001, Cost Center 270102, Object Code 54601.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has approved the Enterprise Agreement for form and legal sufficiency.

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this Enterprise Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Code of Ordinance of Escambia County, Florida, 1999 Chapter 46, Article II, Division 3, Section 87-901, Purchases and Contracts and F.S. 255-20.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will coordinate efforts on behalf of the County.

---

**Attachments**

Board Recommendation from 06/16/16

Board Recommendation 09/22/16 with Jail Extension

1062016 Escambia County EA Quote

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

#### County Administrator's Report

#### BCC Regular Meeting

**Meeting Date:** June 16, 2016

**Issue:** Volume Licensing Agreement with Microsoft Corporation

**From:** Shawn P. Fletcher, Department Director

**Organization:** Information Technology Department

**CAO Approval:**

#### **RECOMMENDATION:**

Recommendation Concerning the Volume Licensing Agreements with Microsoft Corporation - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning a Volume Licensing Agreements with Microsoft Corporation:

- A. Approve the Microsoft Volume Licensing Agreements with Microsoft Corporation for the Board of County Commissioners and the Escambia Jail for three years, with the initial true up payment of \$561,900.96; with yearly payment \$382,284.31, for a total value of \$1,708,753.89;
- B. Authorize the issuance of a Purchase Order, in the amount of \$561,900.96, to SHI International Corp, as the authorized reseller for Microsoft Corporation State of Florida contract 43230000-15-02; and
- C. Authorize the Chairman to execute all documents related to the acceptance of the three-year Volume Licensing Agreement with Microsoft Corporation, without further action of the Board.

[Funding: Fund 001, General Fund, Cost Center 270111, Information Technology Infrastructure]

#### **BACKGROUND:**

The Information Technology Department utilizes various computer applications and systems provided by the Microsoft Corporation to support our daily operations. These systems include Microsoft Exchange for e-mail, calendar, contact management, Microsoft Sharepoint for document management and collaboration, SQL Server for enterprise database management and support of numerous business systems including but not limited to Lucy Work-Order system, Kronos Time Keeping and SmartJail. Additionally, these systems support the operations of the Tax Collector, Supervisor of Elections and the Clerk of the Circuit Court and Comptroller.



**BUDGETARY IMPACT:**

The County budgeted a total of \$2,400,000 to pay the State's mandate for the County to pay a portion of the cost to house juveniles in the State's juvenile facility. Because of changes in the law and credits issued to the County for overpayment in FY15, the County will only pay a total of about \$692,000 through fiscal year-end leaving a total of more than \$1,707,000 unexpended. To fund the first year's cost and true-up listed in this agreement, a total of \$561,901 will be transferred from this account for this purpose.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has approved the Volume Licensing Agreements for form and legal sufficiency.

**PERSONNEL:**

No additional personnel are anticipated for the implementation of the Volume Licensing Agreements.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will coordinate efforts on behalf of the County.

---

**Attachments**

Pricing Proposal – Quotation #11407420

Pricing Proposal – Quotation #11705707

Pricing Proposal – Quotation #11407342

2016 Volume Licensing Agreement – BCC

2016 Volume Licensing Agreement – Escambia County Jail

2013 Volume Licensing Agreement – BCC

2013 Volume Licensing Agreement – Escambia County Jail

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

31. Recommendation: That the Board take the following action concerning the Agreement for Consulting Services between Escambia County and the University of Central Florida Board of Trustees to develop a Grant-Funded Low Impact Design (LID) Manual for Escambia County (Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment; the local match requirement funding has been expended from Fund 151, CRA Fund, on a previously constructed pervious pavement project at the Juanita Williams County Park):
- A. Approve the Agreement for Consulting Services between Escambia County and the University of Central Florida Board of Trustees to develop a Grant-funded Low Impact Design (LID) Manual for Escambia County, in the amount of \$86,000, to accomplish the deliverables of the Florida Department of Environmental Protection Grant Agreement #G0439 that was approved by the Board on March 3, 2016; and
  - B. Authorize the County Administrator to sign the Agreement and subsequent Agreement-related documents, subject to Legal review and sign-off, such as no-cost time extensions.

**Approved 5-0**

32. Recommendation: That the Board take the following action concerning the Volume Licensing Agreements with Microsoft Corporation (Funding: Fund 001, General Fund, Cost Center 270111, Information Technology Infrastructure):
- A. Approve the Microsoft Volume Licensing Agreements with Microsoft Corporation for the Board of County Commissioners and the Escambia Jail, for three years, with the initial true up payment of \$561,900.96, with yearly payment \$382,284.31, for a total value of \$1,708,753.89;
  - B. Authorize the issuance of a Purchase Order, in the amount of \$561,900.96, to SHI, as the authorized reseller for Microsoft Corporation State of Florida Contract 43230000-15-02; and

(Continued on Page 29)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued...

- C. Authorize the Chairman to execute all documents related to the acceptance of the three-year Volume Licensing Agreements with Microsoft Corporation, without further action of the Board.

**Approved 5-0**

III. FOR DISCUSSION

1. Recommendation: That the Board either approve or deny:

- A. The purchase of a portion of real property (approximately 3.17 acres - actual survey has not been performed), which excludes the professional office, located at 121 New Warrington Road, for the Jackson Creek Improvement Project, from Pugh Family Limited Liability Company, for one of the following:
- (1) The offer price of \$170,000, which is the appraised value; **OR**
  - (2) Approve or deny, by super majority vote, the counter offer price of \$175,000, which is above the appraised value of \$170,000 for the property, and retain an additional 5,700 square feet (approximate) behind the professional office; and
- B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of a portion of real property (approximately 3.17 acres - actual survey has not been performed), located at 121 New Warrington Road, from Pugh Family Limited Liability Company, with a specified amount, and bring the executed Contract back before the Board; and

(Continued on Page 30)



RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

11. Continued...

- C. Approve, and authorize the Chairman to sign, a letter to the Environmental Protection Agency supporting the establishment of an Estuary Program for the Pensacola/Perdido Bay watershed (C/W Item #6);

**Approved 5-0**

- D. Approve increasing the Mainland Municipal Services Benefit Unit to generate \$3,126,501 to provide fulltime staffing at Myrtle Grove, Innerarity Point, and Bellview Fire Stations, and an increase to volunteer firefighter stipends, as proposed (*in the PowerPoint Presentation*) (C/W Item #7); and

**Approved 4-1, with Commissioner Barry voting "no"**

- E. Approve Option 1, Renewal of Office 365 (*as presented in the PowerPoint Presentation*), and direct staff to identify available sources of funding that will enable Escambia County to "true up" with Microsoft and move forward with the County's security plan (C/W Item #9).

**Approved 5-0**

Speaker(s):

Michael A. Lowery  
Jacqueline Lane

16001529

7. Fire Rescue Municipal Services Benefit Unit (MSBU)  
(Mike Weaver - 30 Minutes)  
A. Board Discussion  
B. Board Direction

8. Escambia County Disability Awareness Committee  
(Colby Brown - 15 min)  
A. Board Discussion  
B. Board Direction

9. Microsoft True-Up Discussion  
(Shawn Fletcher - 15 min)  
A. Discussion  
B. Board Direction

10. Adjourn

16001529



Escambia County  
Clerk's Original

6/16/2016 CCRK JK-32



Microsoft

16001529 Jail  
Volume Licensing

## Program Signature Form

MBA/MSA number

U0275474

002-shancock-s-634

Agreement number

01E73214

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CSD (7776527)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

### Customer

Name of Entity (must be legal entity name)\* Escambia County Jail (BOCC)

Signature\*

Printed First and Last Name\* Grover C. Robinson, IV

Printed Title Chairman, Board of County Commissioners, Escambia County, Florida

Signature Date\* 6/16/2016

Tax ID

\* indicates required field

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY:   
DEPUTY CLERK

BCC Approved 06-16-2016

Date: 6/21/2016 Verified By:

Approved as to form and legal  
sufficiency  
By:   
Date: 6/21/2016

16001529

Microsoft Affiliate	
Microsoft Corporation	
Signature <i>Brianna Frantz</i>	 <b>Microsoft</b>
Printed First and Last Name	Microsoft Corporation
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	JUN 24 2016
Agreement Effective Date (may be different than Microsoft's signature date)	Brianna Frantz Duly Authorized on behalf of Microsoft Corporation

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

\* indicates required field

Outsourcer
Name of Entity (must be legal entity name)
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

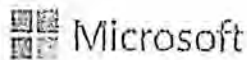
After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation  
Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137  
USA

I certify this is a true and correct copy of this document that became effective on 6/24/2016  
*Shirley Seydoy*



16001529



## Volume Licensing

### Amendment to Contract Documents

Enrollment Number  
Microsoft to Complete

7776527

002-shancock-s-634

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment (Indirect) US Government Community Cloud Amendment ID M306

This amendment ("Amendment") is entered into between the parties on the attached program signature form. It amends the Enrollment identified above. All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

The parties agree that the Enrollment is amended as follows:

1. The "Definitions" section of the Enrollment is hereby amended by adding the following:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that

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accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. The following sentence is added to the end of the section titled "Termination for cause":

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to meet and maintain the conditions of membership in the definition of Community.

3. The following new Section is hereby added to the Enrollment:

**Government Community Cloud**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of and users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- e. Notwithstanding the Data Processing Terms section of the Online Services Terms, Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Microsoft Azure Trust Center describes the control standards and frameworks with which Azure Government Services comply.

Except for changes made by this Amendment, the Enrollment identified above remains unchanged and in full force and effect. If there is a conflict between any provision in this Amendment and any provision in the Enrollment identified above, this Amendment shall control.

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# Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (Including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

EAEEnrAmend(Indirect)(USGovCloud)(US)(ENG)(Mar2016)		M305	B
EnrAmend(Ind)(InvoiceforQuotedPrice)(VWV)(ENG)(Apr2016)		M97	B

Escambia County  
Clerk's Original

Callie Carew Case 17-3



Microsoft

Volume Licensing

16001529  
BCC

## Program Signature Form

MSA/MSA number

U0275474

002-shancock-s-633

Agreement number

01E73214

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CSD (9025628)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

<b>Customer</b>	
Name of Entity (must be legal entity name)* Board of County Commissioners, Escambia County, Florida	
Signature*	
Printed First and Last Name* Grover C. Robinson, IV	
Printed Title Chairman, Board of County Commissioners, Escambia County, Florida	
Signature Date*	6/16/2016
Tax ID	

\* indicates required field

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY   
DEPUTY CLERK



BCC Approved 06-16-2016

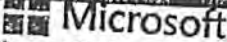
8/16/16 - Hand delivered to  
Liz Carew

Date: 6/21/2016 Verified By:

Approved as to form and legal  
sufficiency.  
By/Tiler:   
Date: 6/21/2016

16001529

6/27/2016

Microsoft Affiliate	
Microsoft Corporation	 Microsoft Corporation
Signature <i>Venessa Johnson</i>	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	JUN 27 2016
Agreement Effective Date (may be different than Microsoft's signature date)	Venessa Johnson Duly Authorized on behalf of Microsoft Corporation

6/27/2016

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (If applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

\* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments; include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation  
Dept. 551, Volume Licensing  
6100 Nell Road, Suite 210  
Reno, Nevada 89511-1137  
USA

I certify this is a true and correct copy of this document that became effective on

*Shirley Sneya*

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Volume Licensing

## Amendment to Contract Documents

Enrollment Number  
Microsoft to Complete

9025020

002-shancock-s-633

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment (Indirect) US Government Community Cloud Amendment ID M306

This amendment ("Amendment") is entered into between the parties on the attached program signature form. It amends the Enrollment identified above. All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

The parties agree that the Enrollment is amended as follows:

1. The "Definitions" section of the Enrollment is hereby amended by adding the following:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that



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accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. The following sentence is added to the end of the section titled "Termination for cause":

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to meet and maintain the conditions of membership in the definition of Community.

3. The following new Section is hereby added to the Enrollment:

***Government Community Cloud***

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- e. Notwithstanding the Data Processing Terms section of the Online Services Terms, Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Microsoft Azure Trust Center describes the control standards and frameworks with which Azure Government Services comply.

Except for changes made by this Amendment, the Enrollment identified above remains unchanged and in full force and effect. If there is a conflict between any provision in this Amendment and any provision in the Enrollment identified above, this Amendment shall control.



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Enterprise Enrollment (Indirect)  
Invoice for Quoted Price  
Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

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Enterprise Enrollment  
Product Selection Form - Adding Enterprise Products or  
Enterprise Online Services (Midterm) Amendment –  
State and Local  
Amendment ID W27

The parties agree that the Enrollment is amended as follows:

Step 1. Please Indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the Enrollment Number listed. Choose both if applicable.

☒ Enterprise Products

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise	773	773	No	Device
			Choose One	- Choose One

☐ Enterprise Online Services

Step 2. Select the Products and Quantities Enrolled Affiliate is adding to its Enrollment. Quantity may not include any Licenses which the Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping-up within Enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products	Enterprise Quantity
Office Professional Plus	
Office Pro Plus	773
Office Pro Plus for Office 365	
Office 365 Plans	
Office 365 (Plan E1)	
Office 365 (Plan E1) Add On	
Office 365 (Plan E3)	
Office 365 (Plan E3) Add On	
Office 365 (Plan E5)	
Office 365 (Plan E5) Add On	
Client Access License (CAL):	
Choose Core CAL or Enterprise CAL:	<Choose One>
Core CAL or Enterprise CAL	<Choose One>
Bridge for Office 365	
Bridge for EMS	
Windows Desktop	
Windows Desktop Upgrade	
Windows VDA	
Windows SA per User USL	
Windows VDA per User USL	
Windows SA per User Add On	

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Products	Enterprise Quantity	
Microsoft Intune		
Microsoft Intune		
Other Enterprise Products and Enterprise Online Services		
Microsoft Desktop Optimization Pack (MDOP)		
Enterprise Mobility Services (EMS) Add On		
Enterprise Mobility Services (EMS) USL		
Enterprise Cloud Add On USL		
Enterprise Cloud USL		

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products
<input type="checkbox"/> Office Pro Plus for Office 365
<input type="checkbox"/> Office 365 (Plan E1)
<input checked="" type="checkbox"/> Office 365 (Plan E1) Add On
<input type="checkbox"/> Office 365 (Plan E3)
<input checked="" type="checkbox"/> Office 365 (Plan E3) Add On
<input type="checkbox"/> Office 365 (Plan E5)
<input type="checkbox"/> Office 365 (Plan E5) Add On
<input type="checkbox"/> Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/> Microsoft Intune

**Notes:**

1. Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment.
3. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

**Microsoft Internal Use Only:**

EAEntAmend(Indirect)(USGovCloud)(US)(ENG)(Mar2016)	M306	B
EntAmend(Ind)(InvoiceforQuotedPrice)(VAV)(ENG)(Apr2016)	M97	B
EntAmend(Ind)(MidtermEntProdSolForm)(NA)(ENG)(Jan2016)	W27	PLSS



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10978****County Administrator's Report 10. 26.****BCC Regular Meeting****Budget & Finance Consent****Meeting Date:** 09/22/2016**Issue:** Volume Licensing Agreements, and Escambia County Jail Extension Agreement with Microsoft Corporation**From:** Shawn Fletcher, IT Director**Organization:** Information Technology**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Volume Licensing Agreements with Microsoft Corporation - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning the Volume Licensing Agreements with Microsoft Corporation:

A. Approve the Microsoft Volume Licensing Agreement Number 8064502 for the Board of County Commissioners (BCC), which includes the Select Plus Affiliate Registration Form;

B. Approve the Microsoft Volume Licensing Agreement Number 01E73214, 001-kayleed-S-14, for the Escambia County Jail extension, which includes the Enterprise Enrollment Amendment to extend the initial term of the enrollment by an additional month such that it will expire on October 31, 2016, and then be combined with the renewal of the BCC Agreement on November 1, 2016, for the fee of \$7,168.58;

C. Approve the Microsoft Volume Licensing Agreement Number 01E73214, 000-shaylari-0001, for the BCC, to include the Enterprise Enrollment Azure Government Services Amendment; and

D. Authorize the Chairman to execute all documents related to the acceptance of the Volume Licensing Agreements, including the Escambia County Jail Extension Amendment with Microsoft Corporation, without further action of the Board.

[Funding: Fund 001, General Fund, Cost Center 270109 and 270111, Object Code 54601, Information Technology Application and Infrastructure Division]

**BACKGROUND:**

The add on to the Microsoft Enterprise Agreement will allow for the Escambia County Board of County Commissioners information technology environment to have disaster recovery capabilities. It will provide the infrastructure to move workloads into a secure, remote data center. One of the first initiatives will be to provide redundancy for the computer aided dispatch system that is used by the 911 communications department.

This is a zero cost startup. It will be billed to different cost centers.

**BUDGETARY IMPACT:**

The funds are available in the current budget under General Fund 001, Cost Center 270109 & 270111 Object Code 54601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has approved the Volume Licensing Agreements, and Escambia County Jail Extension Agreement for form and legal sufficiency

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this Enterprise Agreement

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Code of Ordinance of Escambia County, Florida, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F. S. 255-20.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will coordinate efforts on behalf of the County.

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**Attachments**

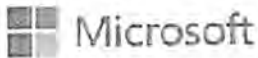
Select Plus Form - Agr. 8064502

Escambia County Jail Extension - Agr. Number 01E73214

Azure Government Services Form - Agr. 01E73214

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9/22/2016 (ART-26(A))



## Program Signature Form

MBA/MBSA number

U0275474

Proposal ID

Agreement number

8064502

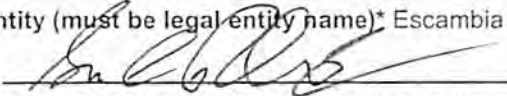
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.


Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-11591
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Escambia County Board of County Commissioners
Signature*	
Printed First and Last Name*	Grover C. Robinson, IV
Printed Title	Chairman, Board of County Commissioners, Escambia County, Florida
Signature Date*	9-22-2016
Tax ID	

\* indicates required field

BCC Approved 09-22-2016

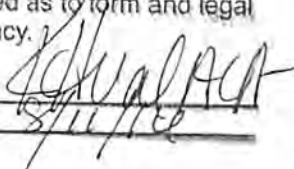
ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY:   
DEPUTY CLERK



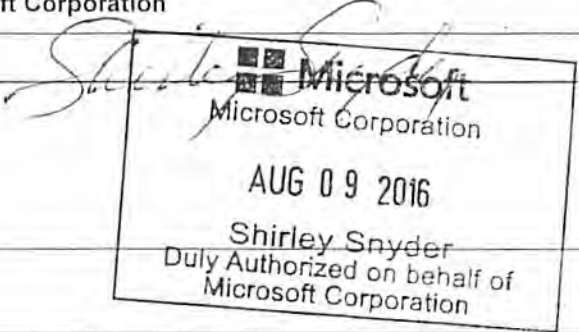
Approved as to form and legal  
sufficiency.

By/Title:

Date:





Microsoft Affiliate	
Microsoft Corporation	
Signature _____	
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date _____ (may be different than Microsoft's signature date)	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA



# Select Plus Affiliate Registration Form State and Local

Registration Type <i>Reseller to complete</i>	Lead Affiliate <input type="checkbox"/> Additional Affiliate <input checked="" type="checkbox"/>	Lead Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	02559673
Agreement Number Microsoft or Reseller to complete		Additional Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	
Qualifying Contract <i>Reseller to complete</i>	8064502	Change Affiliate Anniversary Month <i>Reseller to complete</i>	June

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "Agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the Agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

In order to use a third party to reimage the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

## 1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Name of entity\*** Escambia County Board of County Commissioners

**Contact name\*:** First Shawn Last Fletcher

**Contact email address\*** spfletch@myescambia.com

**Street address\*** 221 Palafox Place

**City\*** Pensacola

**State\*** FL

**Postal code\*** 32502

**Country\*** US

**Phone\*** 850-595-4993

**Tax ID**

\* indicates required fields

## 2. Notices contact and online administrator.

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

☒ Same as primary contact

**Name of entity\***

**Contact name\*:** First Last

Contact email address\*

Street address\*

City\*

State\*

Postal code\*

Country\*

Phone\*

☐ This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.

\* indicates required fields

### 3. **Language preference.**

Select the language for notices. English

### 4. **Reseller information.**

Reseller company name\* SHI International Corp

Street address (PO boxes will not be accepted)\* 290 Davidson Ave

City\* Somerset

State\* NJ

Postal code\* 08873

Country\* USA

Contact name\*

Phone\* 888-764-8888

Contact email address\* msteam@shi.com

\* indicates required fields

The undersigned confirms that the information is correct.

<p>Name of Reseller* SHI International Corp</p> <p>Signature* _____</p> <p>Printed name*</p> <p>Printed title* Contract Specialist</p> <p>Date*</p>
---

\* indicates required fields

**Changing a Reseller.** If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to terminate their relationship, the initiating party must notify Microsoft and the other party, using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

### 5. **Supplemental Contacts.**

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

### 6. **Software Assurance Membership Election.**

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No
---------------	-----	----

<b>Applications</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Note: If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.</b>
<b>Systems</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Servers</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**Only valid if attached to a signature form.**



## Program Signature Form

MBA/MBSA number

Agreement number

01E73214

001-kayleed-S-14

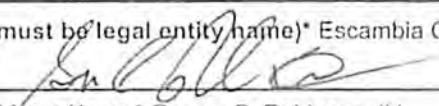
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

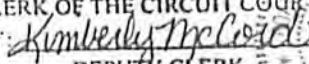
Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (7776527)
Product Selection Form	0514414.003 PSF
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Escambia County Jail (BOCC)
Signature* 
Printed First and Last Name* Grover C. Robinson, IV
Printed Title Chairman, Board of County Commissioners, Escambia County, Florida
Signature Date* 9-22-2016
Tax ID

\* indicates required field

BCC Approved 09-22-2016

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY:   
DEPUTY CLERK



Approved as to form and legal sufficiency.

By:   
Date: 9/27/16

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	 <p>AUG 31 2016</p> <p>Shirley Snyder Duly Authorized on behalf of Microsoft Corporation</p>
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date _____ (may be different than Microsoft's signature date)	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137  
USA

## Amendment to Contract Documents

## Enterprise Enrollment

## Amendment ID CTM

001-kayleed-S-14

This Amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the enrollment or agreement identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

Notwithstanding anything to the contrary in the Enrollment, the following terms and conditions are hereby added to the Enrollment:

**Term Extension.** The parties agree to extend the initial term of this Enrollment by an additional one month such that it will expire on October 31, 2016. The purpose of the extension is to give Enrolled Affiliate reasonable time to complete a Software Asset Management ("SAM") engagement. The SAM engagement will assist Enrolled Affiliate in determining what its final true-up order should be under this Enrollment as well as the Products and quantities it wishes to include in its Enrollment renewal.

Enrolled Affiliate will be invoiced for the one-month extension upon processing this Amendment.

The due date for Enrolled Affiliate's final true-up for year 3 under this Enrollment is also extended until October 14<sup>th</sup>.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

Escambia County Jail one month extension 8 25	CTM	CTM-CTC-CTL	BD
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Proposal ID

0514414.003

Enrollment Number

Language: English (United States)

**Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:**

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	220	384	0.6	No	User Licenses

Products	Enterprise Quantity
<b>Office 365 Plans</b>	
Office 365 (Plan G1) Add On	14
<b>Client Access License (CAL)</b>	
Core CAL	
Core CAL	384
<b>Windows Desktop</b>	
Windows Enterprise OS Upgrade	220
<b>Enterprise Mobility Suite (EMS)</b>	
Enterprise Mobility Suite GOV	384

<b>Enrolled Affiliate's Product Quantities:</b>				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win E3 + Win E5 + Win VDA + Enterprise Cloud Suite USL
Quantity	0	384	768	220

<b>Enrolled Affiliate's Price Level:</b>	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D



Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D
--	---

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below.	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
<b>Note 2:</b> Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
<b>Note 3:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.	
<b>Note 4:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.	
<b>Note 5:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level 'A' throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



Pricing Proposal  
Quotation #: 12122954  
Created On: 8/30/2016  
Valid Until: 9/29/2016

## Escambia County FL

### Shawn Fletcher

221 Palafox Place STE 210  
Pensacola, FL 32502-5835  
UNITED STATES  
Phone: (850) 595-1678  
Fax:  
Email: spfletch@myescambia.com

## Inside Account Manager

### Bret Santucci

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-543-0432  
Fax: 732-868-6055  
Email: Bret\_Santucci@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 WINE3perDVC ALNG SA MVL Microsoft - Part# KV3-00368	220	\$3.39	\$745.80
2 CoreCAL ALNG SA MVL UsrCAL Microsoft - Part# W06-00446	384	\$3.78	\$1,451.52
3 SQLCAL ALNG SA MVL UsrCAL Microsoft - Part# 359-00961	384	\$2.80	\$1,075.20
4 SQLSvrEnt ALNG SA MVL Microsoft - Part# 810-04760	2	\$114.93	\$229.86
5 EntMobSteG Shared Alng MonthlySub Addon ToUsrCrCAL Microsoft - Part# AAA-12536	384	\$4.91	\$1,885.44
6 O365GovE1 ShrdSvr ALNG SubsVL MVL AddOn fouserCoreCAL Microsoft - Part# 6U6-00004	14	\$3.84	\$53.76
7 ExchgOnlnArchGov ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part# 4DS-00001	384	\$2.05	\$787.20
8 O365GovK1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part# TPA-00001	370	\$2.54	\$939.80
Subtotal			\$7,168.58
Shipping			\$0.00
Total			\$7,168.58

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

9/22/2016 CAR II-26 (C)



## Program Signature Form

MBA/MBSA number

U0275474

000-shaylari-0001

Agreement number

01E73214

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	M271 (9025626)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Board of County Commissioners, Escambia County, Florida
Signature*	
Printed First and Last Name*	Grover C. Robinson, IV
Printed Title	Chairman, Board of County Commissioners, Escambia County, Florida
Signature Date*	9-22-2016
Tax ID	

\* indicates required field

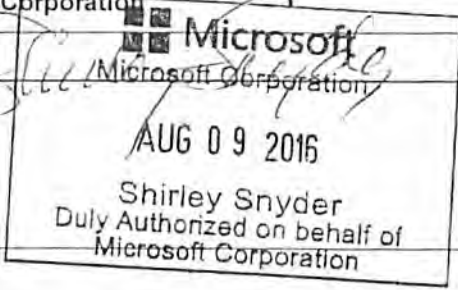
ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY:   
DEPUTY CLERK



Approved as to form and legal sufficiency.

By/Title:   
Date:

BCC Approved 09-22-2016

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	 <p>AUG 09 2016 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation</p>
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date _____ (may be different than Microsoft's signature date)	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

## Amendment to Contract Documents

Enterprise Enrollment  
Azure Government Services  
Amendment ID M271 (Indirect)

Enrollment Number  
*Microsoft to complete for initial term*  
*Partner to complete for renewal*

9025626

000-shaylari-0001

This amendment ("Amendment") is entered into between the parties on the attached program signature form. It amends the Enrollment identified above. All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

The parties agree that the Enrollment is amended as follows:

1. The "Definitions" section of the Enrollment is hereby amended by adding the following:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are provisioned in dedicated multi-tenant data centers for exclusive use by or for the Community.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using Azure Government Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Azure Government Services, and not Microsoft Azure Services, is the appropriate Microsoft service to meet Customer's regulatory requirements.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. The following sentence is added to the end of "Termination for Cause" section of the Enrollment:

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to maintain its status as a member of the Community.

3. The following new Section is hereby added to the Enrollment:

***Azure Government Services***

- a. **Terms and conditions applicability.** All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Product Terms and this Amendment.
- b. **Community Use Rights.** Enrolled Affiliate certifies that it is a member of the Community and agrees to use Azure Government Services solely in its capacity as a member of the Community and for the benefit of end users that are members of the Community. Use of Azure Government Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Azure Government Services without notice. Enrolled Affiliate acknowledges that only Community members may use Azure Government Services.
- c. **Use Rights for Azure Government Services.** For Azure Government Services, notwithstanding anything to the contrary in the Use Rights:
  - i. Customer Data will be stored and processed solely within the continental United States.
  - ii. Azure Government Services will be offered only within the United States.
  - iii. Additional European Terms, as set forth in the Use Rights, will not apply.
  - iv. In the event that a Government regulator or other Government body with equivalent supervisory authority over Customer ("Regulator") formally requests to access the Azure Government Services operations and controls, Customer will diligently attempt to resolve that request directly with the Regulator through use of information and resources Microsoft makes generally available to customers. Customer will at all times have access to its Customer Data (but not Customer Data of other Community members) using the standard features of the service and may delegate such access to representatives of the Regulator.
  - v. In the event the Regulator determines that information available through these mechanisms is insufficient to address the Regulator's stated objectives, and provided that Customer and Microsoft have not otherwise agreed upon an inspection or audit process, upon Customer's written confirmation that the Regulator has supervisory authority over Customer to make such a request, Microsoft will provide the Regulator with the opportunity to communicate with Microsoft's auditor at Customer's expense and, if required by the Regulator, a direct right to examine the Azure Government Services, including examination on premises. Regulator only will be allowed to access information about Customer. Customer will be liable for Microsoft's reasonable additional costs associated with such examination. For clarity, Microsoft and Customer are committed to working together in good faith to resolve a Regulator request through discussion and interaction between Customer, Microsoft, and the Regulator. In the event that Customer and Microsoft have agreed upon a separate

inspection or audit process, such process shall apply in lieu of this right.

- vi. In addition, the "Certifications and Audits" section of the Use Rights is replaced with the following:

Microsoft will seek to secure and use commercially reasonable efforts to maintain a provisional Authority to Operate (ATO) from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for the Azure Government Services that are listed at <http://azure.microsoft.com/en-us/support/trust-center/compliance/>, but are not provided as "Preview," "Beta," or other pre-release. On a confidential need-to-know basis, and subject to Enrolled Affiliate's non-disclosure obligations to Microsoft and additional obligations required by the Government, Microsoft will make the system security plan available to Enrolled Affiliate and/or Government end customers, along with other information reasonably requested by Government end customers regarding Microsoft security practices and policies (collectively, the "Security Policy"); provided, however, that Microsoft may redact information from the Security Policy if such information would compromise the security of Microsoft's information technology environment or the confidentiality of any third-party's confidential information. Customer is solely responsible for reviewing the Security Policy, making an independent determination as to whether the Security Policy meets Customer's requirements, and for ensuring that Customer's personnel and consultants follow the guidelines they are provided regarding data security.

Except for changes made by this Amendment, the Enrollment identified above remains unchanged and in full force and effect. If there is a conflict between any provision in this Amendment and any provision in the Enrollment identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

Microsoft Internal Use Only:


EnrAmend(Ind)(AzureGovernmentServices)(WW)(ENG)(Mar2016)		M271	B
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**Presented to Escambia County, State of Florida**



Microsoft Enterprise Agreement Pricing Proposal Florida State Contract # 43230000-15-2

Microsoft item descriptions	Qty	Price	Ext Price
BOCC			
O365GovE3 ShrdSvr ALNG SubsVL MVL PerUsr	116	\$203.16	\$23,566.56
EntMobandSecGovE3Full ShrdSvr ALNG SubsVL MVL PerUsr	116	\$91.32	\$10,593.12
O365GovE1 ShrdSvr ALNG SubsVL MVL PerUsr	310	\$71.64	\$22,208.40
EntMobandSecGovE3Full ShrdSvr ALNG SubsVL MVL PerUsr	310	\$91.32	\$28,309.20
EOArchExchOnlnGov ShrdSvr ALNG SubsVL MVL PerUsr	310	\$24.60	\$7,626.00
O365GovK1 ShrdSvr ALNG SubsVL MVL PerUsr	615	\$30.48	\$18,745.20
EntMobandSecGovE3Full ShrdSvr ALNG SubsVL MVL PerUsr	615	\$91.32	\$56,161.80
EOArchExchOnlnGov ShrdSvr ALNG SubsVL MVL PerUsr	615	\$24.60	\$15,129.00
WINE3perDVC ALNG SA MVL	163	\$40.64	\$6,624.32
WINE3perDVC ALNG SA MVL	773	\$40.64	\$31,414.72
SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	6	\$2,206.96	\$13,241.76
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	32	\$575.87	\$18,427.84
WinSvrDCCore ALNG SA MVL 2Lic CoreLic	16	\$124.34	\$1,989.44
WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	248	\$18.00	\$4,464.00
ProjOnlnProf ShrdSvr ALNG SubsVL MVL PerUsr	5	\$260.16	\$1,300.80
SharePointSvr ALNG SA MVL	7	\$1,091.21	\$7,638.47
ExchgSvrEnt ALNG SA MVL	2	\$650.85	\$1,301.70
Azure Zero Committ	1	\$0.00	\$0.00
JAIL			
O365GovE1 ShrdSvr ALNG SubsVL MVL PerUsr	14	\$71.64	\$1,002.96
EntMobandSecGovE3Full ShrdSvr ALNG SubsVL MVL PerUsr	14	\$91.32	\$1,278.48
EOArchExchOnlnGov ShrdSvr ALNG SubsVL MVL PerUsr	14	\$24.60	\$344.40
O365GovK1 ShrdSvr ALNG SubsVL MVL PerUsr	407	\$30.48	\$12,405.36
EntMobandSecGovE3Full ShrdSvr ALNG SubsVL MVL PerUsr	407	\$91.32	\$37,167.24
EOArchExchOnlnGov ShrdSvr ALNG SubsVL MVL PerUsr	407	\$24.60	\$10,012.20
WINE3perDVC ALNG SA MVL	182	\$40.64	\$7,396.48
SQLSvrEnt ALNG SA MVL	2	\$1,379.15	\$2,758.30
SQLCAL ALNG SA MVL UsrCAL	384	\$33.54	\$12,879.36
TAX			
SPE E3 FromSA ShrdSvr ALNG SubsVL MVL PerUsr	110	\$276.84	\$30,452.40
CLERK			
O365GovE1 ShrdSvr ALNG SubsVL MVL PerUsr	186	\$71.64	\$13,325.04
EntMobandSecGovE3Full ShrdSvr ALNG SubsVL MVL PerUsr	186	\$91.32	\$16,985.52
VisioProforO365 ShrdSvr ALNG SubsVL MVL PerUsr	1	\$112.92	\$112.92
SOE			
O365GovE1 ShrdSvr ALNG SubsVL MVL PerUsr	17	\$71.64	\$1,217.88
EntMobandSecGovE3Full ShrdSvr ALNG SubsVL MVL PerUsr	17	\$91.32	\$1,552.44
Annual Cost		\$417,633.31	
Cost over 3 year period		\$1,252,899.93	
All pricing herein is customized to meet the unique infrastructure requirements for this client only			
			



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11175

County Administrator's Report 17. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Approval to Issue Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000

From: Pat Johnson

Organization: Waste Services

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000, for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2016-2017, based upon previously awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Waste Services Department.

#### **BACKGROUND:**

The issuance of these purchase orders during October 2016 is necessary to provide for environmental permit compliance by the Waste Services Department on behalf of the Board of County Commissioners, to the citizens of Escambia County.

#### **BUDGETARY IMPACT:**

Funding for the listed purchase orders is available in various accounts.

#### **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 Purchases and Contracts.

#### **IMPLEMENTATION/COORDINATION:**

The Waste Services Department has coordinated with the Office of Management and Budget, and will work with Purchasing Office Staff to prepare purchase orders as needed.

---

### **Attachments**

Waste Services POs > \$50,000

PD 14-15.041 Blue Arbor

PD 14-15.092 Fairbanks

Ops & Maint Agreement LFG Technologies

PD 15-16.031 Perma Fix

PD 13-14.053 R K Allen Oil Inc

PF 14-15.065 Roads Inc Panhandle Midsouth

PD 14-15.064 General Paving & Drainage

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**WASTE SERVICES DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER  
FISCAL YEAR 2016-2017**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
<b>1. Blue Arbor Staffing &amp; Employee Screening, Inc.</b> Vendor Number: 023818 Employment Services, Term Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	<b>\$ 250,000</b>	<b>PD 14-15.041</b> BCC 5-7-15
<b>2. Bridgestone Americas, Inc. d/b/a GCR Tire Center</b> Vendor Number: 025944 Repairs and Maintenance Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	<b>\$ 165,000</b>	FL Sheriffs Assoc. 15/17-07-220 Exp: 2/28/17 Upon expiration, Dept. will re-evaluate and provide new contract information.
<b>3. Fairbanks Scales, Inc.</b> Vendor Number: 060214 Repairs and Maintenance For Scales at Perdido and Palafox Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	<b>\$ 70,000</b>	<b>PD 14-15.092</b> BCC 11-5-15
<b>4. LFG Technologies, Inc.</b> Vendor Number: 120081 Other Contractual Services and Repairs and Maintenance For Gas to Energy System Fund: 401 Cost Center: 230308 (Gas to Energy)	<b>\$ 85,000</b>	<b>PD 07-08.111</b> 5 YR Operations & Maintenance Agreement Extended by BCC 5-15-14
<b>5. Perma Fix of Florida, Inc.</b> Vendor Number: 422111 Other Contractual Services Collection and Disposal Household Hazardous Waste  Cost Center: 230306 (Recycling)	<b>\$ 150,000</b>	<b>PD 15-16.031</b> BCC 5-19-16

**WASTE SERVICES DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER  
FISCAL YEAR 2016-2017**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
<b>6. R.K. Allen Oil Company, Inc.</b> Vendor Number: 011470 Lubrication Products, Anti-freeze And Brake Fluid Fund: 401 Cost Center 230306 (Recycling) Cost Center 230307 (Transfer Station) Cost Center: 230314 (Operations)	<b>\$ 50,000</b>	<b>PD 13-14.053</b> BCC 6-26-14
<b>7. Thompson Tractor</b> Vendor Number: 201640 Repairs and Maintenance/Rentals/Rebuilds Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	<b>\$ 450,000</b>	Original Equipment Manufacturer
<b>8. Road Materials Pricing Agreement</b> Asphalt & Concrete Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	<b>\$ 100,000</b>	<b>PD 14-15.065</b> BCC 9-24-15
a. Panhandle Grading & Paving, Inc b. Roads, Inc. of NWF c. Midsouth Paving		Vendor No. 160114 Vendor No. 182328 Vendor No. 133305

**WASTE SERVICES DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER  
FISCAL YEAR 2016-2017**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
<b>9. General Paving and Drainage Contract</b>	<b>\$ 350,000</b>	<b>PD 14-15.064</b>
Paving and Drainage Projects		BCC 9-22-16
Fund: 401		
Cost Center: 230306 (Recycling)		
Cost Center: 230307 (Transfer Station)		
Cost Center: 230308 (Gas to Energy)		
Cost Center: 230309 (Closed Landfills)		
Cost Center: 230314 (Operations)		
Cost Center: 230315 (Projects)		
Cost Center: 230316 (Saufley Field)		
a. Panhandle Grading & Paving, Inc	Vendor No. 160114	
b. Roads, Inc. of NWF	Vendor No. 182328	
c. Midsouth Paving, Inc.	Vendor No. 133305	
d. Utility Service Co., Inc.	Vendor No. 211593	
e. Gulf Atlantic Constructors, Inc.	Vendor No. 843895	
f. Allsouth Construction Services, LLC	Vendor No. 420550	
g. Chavers Construction	Vendor No. 032335	
h. J Miller Construction, Inc.	Vendor No. 133404	
i. Infrastructure Specialty Services, Inc.	Vendor No. 420809	

## RESUME OF THE REGULAR BCC MEETING – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### II. BUDGET/FINANCE CONSENT AGENDA

1. **Recommendation:** That the Board award Contract PD 14-15.041, "Temporary Labor Services," to Blue Arbor, Inc., and approve the Agreement for Temporary Services PD 14-15.041 between Escambia County and Blue Arbor, Inc., for the estimated annual amount of \$864,000, for a term of 12 months, with the option for two 12-month extensions, for a maximum term of 36 months, and authorizing Purchase Orders, in excess of \$50,000, per the terms of the Agreement; the Agreement, PD 14-15.041, for Temporary Labor Services, is intended for use by all County Departments on an as-needed basis, and the funding and Department information is provided by Fund and Cost Center for estimated expenditures based on multiple Purchase Orders issued throughout the Fiscal Year (Funding: Fund 406, Building Inspection Fund, Building Inspections Cost Center 250111, Object Code 53401; Fund 352, Local Option Sales Tax [LOST] III, Community Services Cost Center 320101, Object Code 53401; Fund 001, General Fund, Community and Environment Cost Center 221001, Object Code 53401; Fund 001, General Fund, County Attorney Cost Center 110601, Object Code 53101; Fund 001, General Fund, Facilities Management Maintenance Cost Center 310203, Object Code 53401; Fund 001, General Fund, Facilities Management Custodial Cost Center 310202, Object Code 53401; Fund 001, General Fund, Information Resources Cost Center 270109, Object Code 53401; Fund 113, Library Fund, Library Cost Center 110501, Object Code 53401; Fund 352, LOST III, Parks and Recreation Cost Center 350229, Object Code 53401; Fund 408, Emergency Services Fund, Public Safety Cost Center 330603, Object Code 53401; Fund 352, LOST III, Engineering Cost Center 210107, Object Code 56301; Fund 175, Transportation Trust Fund, Traffic Cost Center 211201; Fund 116, Development Review Fund, Development Services Cost Center 211902, Object Code 53401; Fund 112, Engineering Cost Centers 330491-330496, Object Code 53401; Fund 001, General Fund, Community & Environment Cost Center 221001, Object Code 53401; Fund 110, Other Grants and Projects Fund, Community & Environment Cost Center 221011, Object Code 53401; Fund 108, Tourist Promotion, Community & Environment Cost Center 220805, Object Code 53401; Fund 102, Economic Development, Non-Departmental Cost Center 360704, Object Code 53401; and Fund 101, Escambia County Restricted, Community & Environment Cost Center 221018, Object Code 53401).

**Approved 5-0**



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

17. Approving, and authorizing the County Administrator to sign, the Amendment of Agreement for Professional Consulting Services, PD 13-14.082, Design Criteria Professional for the New Escambia County 1,476-Bed Correctional Facility, approved on August 20, 2015, relating to Article 5, Paragraph 5.1 Compensation, correcting an error and the compensation provided in Paragraph 5.1 was as drafted and that Article 5, Paragraph 5.1 is hereby amended as follows:

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 total amount of Three Million Nine Hundred Ninety Nine Thousand Two Hundred Eighty Dollars (\$3,999,280.00) ~~Four Million Eighty Eight Thousand Four Hundred Sixty Dollars (\$4,088,460.00)~~. Final payment will be subject to approval by the Board of County Commissioners.

18. Awarding Contract PD 14-15.092, "Scale Maintenance for Solid Waste Service," to Fairbanks Scales, Inc., and approving the *Agreement Relating to Scale Maintenance PD 14-15.092* between Escambia County and Fairbanks Scales, Inc., in the amount of \$70,000 annually, for a term of 36 months, with two options for 12-month extensions (Funding: Fund 401, Solid Waste Fund, Cost Centers 230307 and 230314, Object Code 54601 - \$70,000 annually - Solid Waste Fund 401).

## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

##### 6. Scheduling of a Public Hearing ►

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried 4-1, with Commissioner May voting "no," authorizing the scheduling and advertising of a Public Hearing for June 3, 2014, at 5:31 p.m., 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, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

##### 10. Amendment to an Agreement ►

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, approving the *Amendment of Operations and Maintenance Agreement* between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending the Term and Termination of the current Agreement.

#### II. BUDGET/FINANCE CONSENT AGENDA

##### 1-19. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 19, as follows, with the exception of Items 7, 13, and 15, which were held for separate votes: ►

1. Adopting the Resolution (*R2014-45*) authorizing the write-off of \$2,462,546.31 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

17. Approving the Agreement between Escambia County, Florida, and Perma-Fix of Florida, Inc., per the terms and conditions of PD 15-16.031, Collection and Disposal Services for Household Hazardous Waste, providing for the collection and disposal of hazardous waste materials throughout the County, on an as-needed basis, authorizing an annual amount of \$200,000 (Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401).
18. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 15-16.021, Design Services for Quietwater Beach Ferry Landing Site Project, for a lump sum for Phase I of \$116,997, a not-to-exceed amount of \$53,538 for Phase II, and a not-to-exceed amount of \$86,545 for Phase III, with a combined total of \$257,080, contingent on funding for Phases II and III (Funding: LAP Quietwater Beach Landing, Cost Center 210115, Object Code 56301, Project Number 16EN3434 – \$116,997).
19. Approving Budget Amendment Request #161, Community Redevelopment Agency (CRA) Fund (151), in the amount of \$160,454, to move funds from Operating to the Other Grants and Aids account for several CRA Districts (Barrancas, Brownsville, Englewood, Palafox, and Warrington), because more property owners are starting to repair and upgrade their homes and businesses due to an influx in the number of applicant submittals for the Residential and Commercial Rehab Grant; this Budget Amendment does not increase the overall CRA Budget.
20. Taking the following action concerning the Southern Light, LLC, Telecommunications License Agreement & Scope of Work for Perdido Key Fire Station 19 (Funding Source: funds are available in the current Budget, Fire Protection Fund 143, Cost Center 330206):
  - A. Approving the Telecommunications License Agreement & Scope of Work with Southern Light, LLC, for Perdido Key Fire Station 19; this will provide a high-speed fiber data connection between the Perdido Key Fire Station 19 and Emergency Management, with a monthly fee of \$364; and
  - B. Authorizing the County Administrator to sign the *Southern Light, LLC, Telecommunications License Agreement & Scope of Work*.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-43. Approval of Various Consent Agenda Items – Continued

29. See Page 51.

30. Approving the *Agreement for Escambia County Correctional Department Uniforms PD 13-14.048*, between Escambia County and Azar's Uniforms, Inc., for a 3-year Contract, with options for two 12-month extension periods, for a term not to exceed 66 months, for an estimated annual amount of \$132,000, for the purchase of County Corrections Department uniforms (Funding: Fund 101, General Fund, Cost Center 290401, Object Code 55201 – \$76,000; Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 55201 – \$30,000; Fund 175, Transportation Trust, Cost Center 290202, Object Code 55201 – \$26,000).

31. Awarding a one-year Indefinite Quantity, Indefinite Delivery Contract, with options for two 12-month extension periods, for a term not to exceed 42 months, for an estimated annual amount of \$80,000, for the Lubrication Products, Antifreeze and Brake Fluid Specification Contract, PD 13-14.053, and approving the *Agreement for Products PD 13-14.053* between Escambia County and R.K. Allen Oil Company, Inc. (Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55201 – \$50,000; Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 55201 – \$30,000).

32. Ratifying the action of creating and filling the following five temporary medical services positions for the Corrections Department, Jail Division, Medical and Mental Health, for a period of 90 days to assist with the medical care needed for the individuals that sustained injuries during the flood event and jail explosion (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491, Object Code 51201):

- A. Certified Medical Assistant position (1);
- B. Court Liaison position (1);
- C. Emergency Medical Specialists position (1); and
- D. Licensed Practical Nurse position (2).

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-44. Approval of Various Consent Agenda Items – Continued

37. Taking the following action concerning the surplus and sale of real property located at 4913 Ravenswood Avenue:
- A. Declaring surplus the Board's real property located at 4913 Ravenswood Avenue, Account Number: 07-2300-000, Reference Number: 34-2S-30-1264-011-001, District 2;
  - B. Authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of \$7,000, without further action of the Board; and
  - C. Authorizing the Chairman to sign all documents related to the sale.

38. Awarding an Indefinite Quantity, Indefinite Delivery Contract to Roads, Inc. of NWF, Panhandle Grading and Paving, Inc., and Midsouth Paving, Inc., for PD 14-15.065, Roadway Materials Pricing Agreement, based on pricing provided, and shall extend for a period of 12 months, with the option to extend for two additional 12-month periods, up to a maximum 36 months (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Various Projects – \$850,000; Fund 181, Master Drainage Basins, Cost Centers 210719-210736, Object Code 56301 – \$50,000; Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55301 – \$300,000; Fund 401, Solid Waste Management, Cost Center 230306 [Recycling], Object Code 55301 – \$50,000; Fund 401, Solid Waste Management, Cost Center 230309 [Closed Landfills], Object Code 55301 – \$50,000; Fund 401, Solid Waste Management, Cost Center 230314 [Operations], Object Code 55301 – \$200,000; and Fund 401, Solid Waste Management, Cost Center 230315 [Projects], Object Code 55301 – \$500,000).

39. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and DRMP, Inc., per the terms and conditions of PD 14-15.080, CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements, for a lump sum of \$210,000 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 08EN0115).

## RESUME OF THE REGULAR BCC MEETING – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### II. BUDGET/FINANCE CONSENT AGENDA – Continued

46. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, for the Fiscal Year 2016-2017, 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 2016 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

#### **Approved 5-0**

47. Recommendation: That the Board take the following action concerning Contract PD 14-15.064, General Paving and Drainage Pricing Agreement (Funding Source: various Funds, Cost Centers, and Project Numbers):

A. Approve the final 12-month extension, effective October 1, 2016, on the Unit Price Contract PD 14-15.064, to each of the following contractors, accepting those price changes (increases/decreases), as indicated and provided:

- (1) Allsouth Construction Services, LLC - Additional line items as requested;
- (2) Chavers Construction, Inc. - Unit Price adjustments requested and additional line items as requested;
- (3) Gulf Atlantic Constructors, Inc. - No adjustments requested;
- (4) J. Miller Construction, Inc. - Unit Price adjustments requested;
- (5) Midsouth Paving, Inc. - Unit Price adjustments requested;
- (6) Infrastructure Specialty Services, Inc. - No Unit Price adjustments requested;
- (7) Panhandle Grading and Paving, Inc. - Unit Price adjustments requested and additional line items as requested;
- (8) Roads, Inc., of NWF - Unit Price adjustments requested and additional line items as requested; and
- (9) Utility Services Co., Inc. - Additional line items as requested;

(Continued on Page 41)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

47. Continued...

B. Authorize the subject Contract for use by various Departments, and utilize the accepted Bid Form Price Listing and Balance of Line Items, as defined, within the Special Terms and Conditions of the Solicitation, to determine the lowest bid for a Project; and

C. Authorize the issuance of Individual or Blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46, of the Escambia County Code of Ordinances, during Fiscal Year 2016-2017.

**Approved 5-0**

48. Recommendation: That the Board take the following action concerning the acceptance of a *Sovereignty Submerged Lands Easement* from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for the South Old Corry Field Road Bridge Repair [Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56101/56301, Project #13EN2382]:

A. Approve the acceptance of the *Sovereignty Submerged Lands Easement*;

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

C. Authorize the Chairman or Vice Chairman to accept the Easement as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

**Approved 5-0**





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11059**

**County Administrator's Report 17. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 10/20/2016

**Issue:** Acceptance of Two Drainage Easements and Two Temporary Construction Easements for the Carver Park Drainage Improvement Project

**From:** Joy D. Blackmon, P.E., Director

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Acceptance of Two Drainage Easements and Two Temporary Construction Easements for the Carver Park East Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of two Drainage Easements and two Temporary Construction Easements for the Carver Park East Drainage Improvement Project:

A. Accept the donation of two Drainage Easement and two Temporary Construction Easements located in the Cantonment area for the Carver Park East Drainage Improvement Project;

<b><u>Property Owner</u></b>	<b><u>Parcel Reference Number</u></b>	<b><u>Area</u></b>
Dora Mae Thomas (Temporary Construction Easement)	16-1N-31-1000-210-006	2,000 Square Feet
Dora Mae Thomas (Drainage Easement)	16-1N-31-1000-210-006	1,000 Square Feet
Louis and Mildrege Perry (Temporary Construction Easement)	16-1N-31-1000-220-006	1,500 Square Feet
Louis and Mildrege Perry (Drainage Easement)	16-1N-31-1000-220-006	750 Square Feet

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 the Chairman or Vice Chairman to accept the Easements as of the day of delivery of the Easements 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 scope of work for the Carver Park Drainage Improvement Project includes assessment of the Carver Park area and design of solutions to address flooding issues.

Ms. Thomas' Drainage Easement is 10 feet by 100 feet (1,000 sq ft) and her Temporary Construction Easement is 20 feet by 100 feet (2,000 sq ft). The Temporary Construction Easement has a 10 foot overlap over the permanent Drainage Easement.

The Perry's Drainage Easement is 10 feet by 75 feet (750 sq ft) and their Temporary Construction Easement is 20 feet by 75 feet (1,500 sq ft). The Temporary Construction Easement has a 10 foot overlap over the permanent Drainage Easement.

To facilitate this project, a total of fourteen Drainage Easements and Temporary Construction Easements have been identified along the rear portions of most of the lots along Louis Street and Webb Street (bordered by Washington Street on the north and Lincoln Street on the south).

Design is currently 60% complete. This project is being funded through two cost centers.

Cost center 210107/56301 Project #13EN2395 has a budget of \$250,000, and cost center 210107/56301 Project #14EN2605 has a budget of \$450,000.

### **BUDGETARY IMPACT:**

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

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Easement Agreements have been approved as to form and legal sufficiency by the County Attorney's office.

**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.

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**Attachments**

Thomas Temporary Easement

Thomas Drainage Easement

Perry Temporary Easement

Perry Drainage Easement

Aerial

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This Document Was Prepared by:  
Escambia County  
Wayne Manning  
3363 West Park Place  
Pensacola, FL 32505

Carver Park Drainage Project  
A Portion of 16-1N-31-1000-210-006

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this 18 day of August, 2016, by and between Dora Ford Thomas a/k/a Dora Mae Thomas, a widow, and Doris J. Lamons, a married woman (mother and daughter) as joint tenants with rights of survivorship, whose mailing address is 209 Webb Street, Cantonment, Florida 32533 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

#### WITNESSETH:

WHEREAS, Grantor is the owner of the real property (the Property) described in the attached Exhibit A; and

WHEREAS, Grantee desires to enter upon a portion of Grantor's Property for the purpose of installing a storm water drainage system;

WHEREAS, Grantor has agreed to grant a Temporary Construction Easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below,

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does grant to Grantee, a temporary construction easement for the above-described purposes over and across a portion of Grantor's Property, as more particularly described in the attached Exhibit A.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire upon completion of the Carver Park Drainage Project, but not later than December 2018. Prior to expiration of the Temporary Construction Easement, Grantee shall stabilize the disturbed areas located in the Temporary Construction Easement area and otherwise return easement area substantially to the condition that existed prior to this Temporary Construction Easement, or to the greatest extent allowed by permitting agencies.

GRANTOR warrants that the Property is not the homestead of Doris J. Lamons.



Signed, sealed and delivered  
in our presence as Witnesses:

Witness Bernie W Manning  
Print Name Bernie W Manning

Witness Larry Lamons  
Print Name LARRY LAMONS

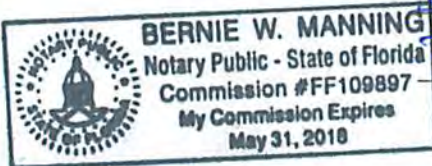
GRANTOR:

Dora M. Thomas  
Dora Mae Thomas

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of August, 2016, by  
Dora Mae Thomas. She ☐ is personally known to me, or ☒ produced current  
Florida Driver License as identification.

(Notary Seal)



Bernie W Manning  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

Witness Bernie W Manning  
Print Name Bernie W Manning

Witness Larry Lamons  
Print Name LARRY LAMONS

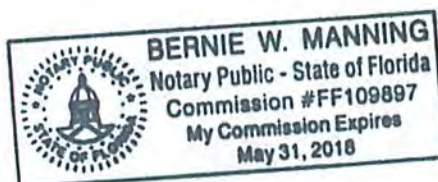
GRANTOR:

Doris J. Lamons  
Doris J. Lamons

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of August, 2016, by  
Doris J. Lamons. He ☐ is personally known to me, or ☒ produced current  
Florida Driver License as identification.

(Notary Seal)



Bernie W Manning  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

### ACCEPTANCE

This Temporary Construction Easement was 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency.

By

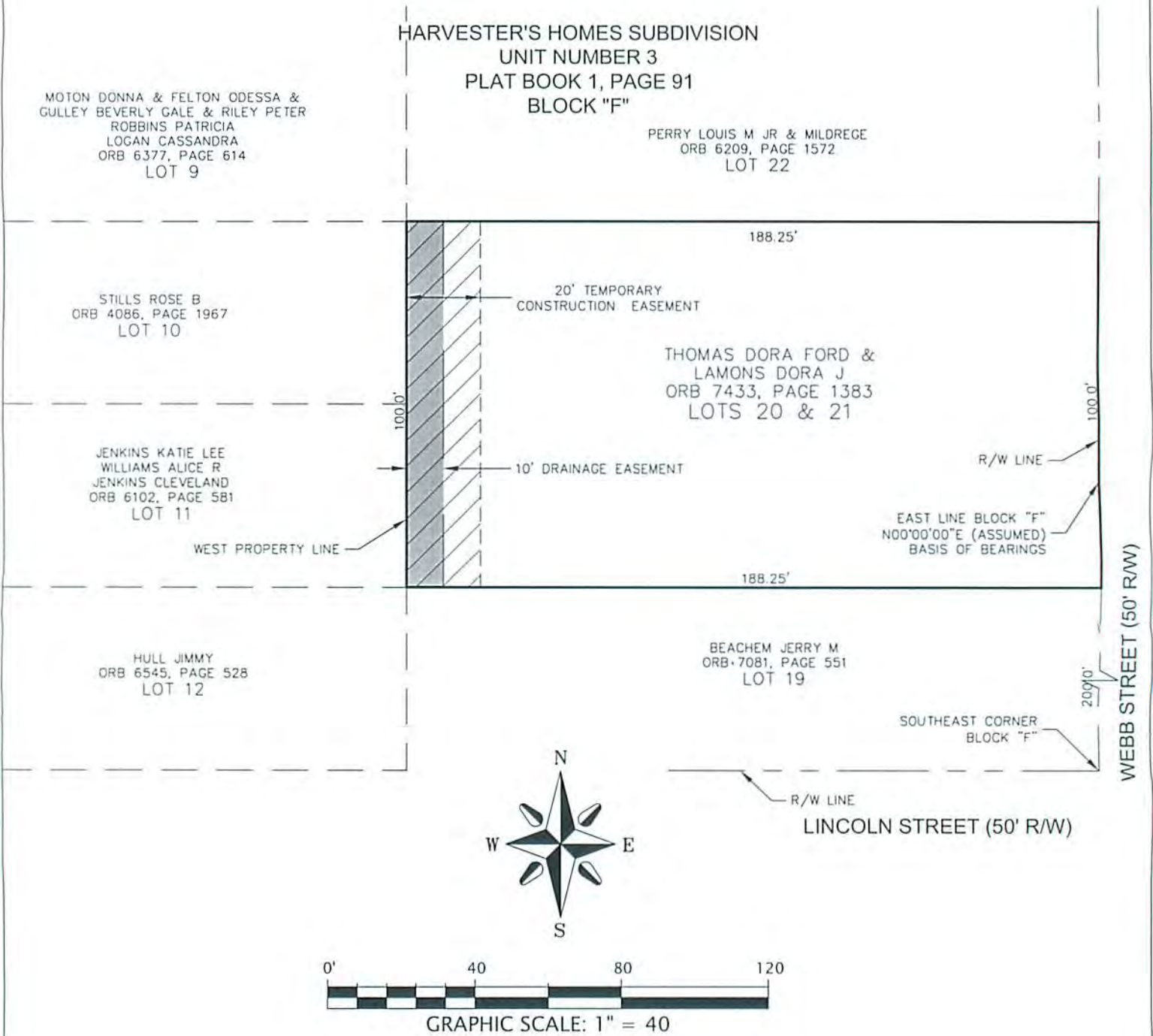
Title

Date

[Signature]  
Asst. County Attorney  
Aug. 23, 2016



LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"



Surveyor Notes:

- 1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 2) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 3) The description and sketch are not full and complete without the other.

LEGEND:

ORB - OFFICIAL RECORD BOOK

R/W - RIGHT-OF-WAY

--- R/W LINE

--- PROPERTY LINE

--- DRAINAGE EASEMENT LINE

--- TEMPORARY CONSTRUCTION EASEMENT LINE

--- SUBJECT PARCEL BOUNDARY LINE



- DRAINAGE EASEMENT

- TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY  
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160038
Survey Date:	Drawing No. L-5054
Drawing Date: 04/07/2016	Field Book: Page:
Section, Township, Range: 16, T-1-N, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 1 of 2
Revisions:	Date:
1.) Street name change.	4/22/2016

ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	
Danny R. Swain, Professional Surveyor and Mapper No. 5942	Date: 4/22/16
I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.	





LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"

Legal Descriptions  
Perpetual Drainage Easement and a  
Temporary Construction Easement  
Prepared at the request of the Escambia County Engineering Department  
March 25, 2016

A 10 foot non exclusive perpetual easement for drainage purposes over, under and across the following described property:

The West 10 feet of Lots 20 & 21, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 1000 square feet, more or less.

Together with a 20 foot temporary construction easement over, under and across the following described property:

The West 20 feet of Lots 20 & 21, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 2,000 square feet, more or less.

Certified to: Escambia County, Florida Board of County Commissioners; and Dora Ford Thomas & Dora J Lamons

Surveyor's Notes:

- 1) Measurements were made in accordance with the United States Standard Foot.
- 2) Basis of Bearings Reference: North and the bearings shown hereon are based on the East line of Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida as being N00°00'00"E (Assumed).
- 3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
- 4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 6) Easements are per the recorded plat, if any.
- 7) Distances shown hereon are plat, unless otherwise noted.
- 8) This sketch and description does not reflect, determine, or guarantee ownership.
- 9) Existing improvements not shown, if any.
- 10) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
- 11) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 12) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 13) The description and sketch are not full and complete without the other.
- 14) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 15) Documents used in the preparation of this sketch and description: The Plat of Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY  
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160038
Survey Date:	Drawing No. L-5054
Drawing Date: 04/07/2016	Field Book: Page:
Section, Township, Range: 16, T-1-N, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 2 of 2
Revisions:	Date:
1.) Street name change.	4/22/2016

ENGINEERING DEPARTMENT  
ESCAMBIA COUNTY, FLORIDA  
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Unless accompanied by sheet one that bears the signature and 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.



Prepared by:  
Wayne Manning  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

Carver Park Drainage Project  
A Portion of 16-1N-31-1000-210-006

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 18 day of August, 2016, by and between Dora Ford Thomas a/k/a Dora Mae Thomas, a widow, and Doris J. Lamons, a married woman (mother and daughter) as joint tenants with rights of survivorship, whose mailing address is 209 Webb Street, Cantonment, Florida 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

### WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 16, Township 1N, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.



In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

GRANTOR warrants that the property is not the homestead of Doris J. Lamons.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness [Signature]  
Print Name LARRY LAMONS

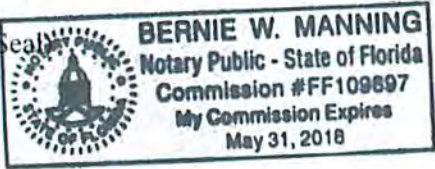
Witness [Signature]  
Print Name Bernie W Manning

GRANTORS:

By: [Signature]  
Dora Mae Thomas

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of August, 2016, by Dora Mae Thomas. She ☐ is personally known to me, or ☒ produced current Florida Driver License as identification.

(Notary Seal)  [Signature]  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

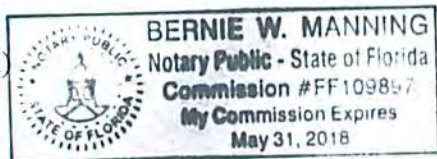
Witness [Signature]  
Print Name LARRY LARONS  
Witness [Signature]  
Print Name Bernie W Manning

By: [Signature]  
Doris J. Lamons

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of August, 2016,  
by Doris J. Lamons. She ☐ is personally known to me, or ☒ produced current  
Florida Driver License as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

#### ACCEPTANCE

This Drainage Easement was 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers  
Clerk of the Court

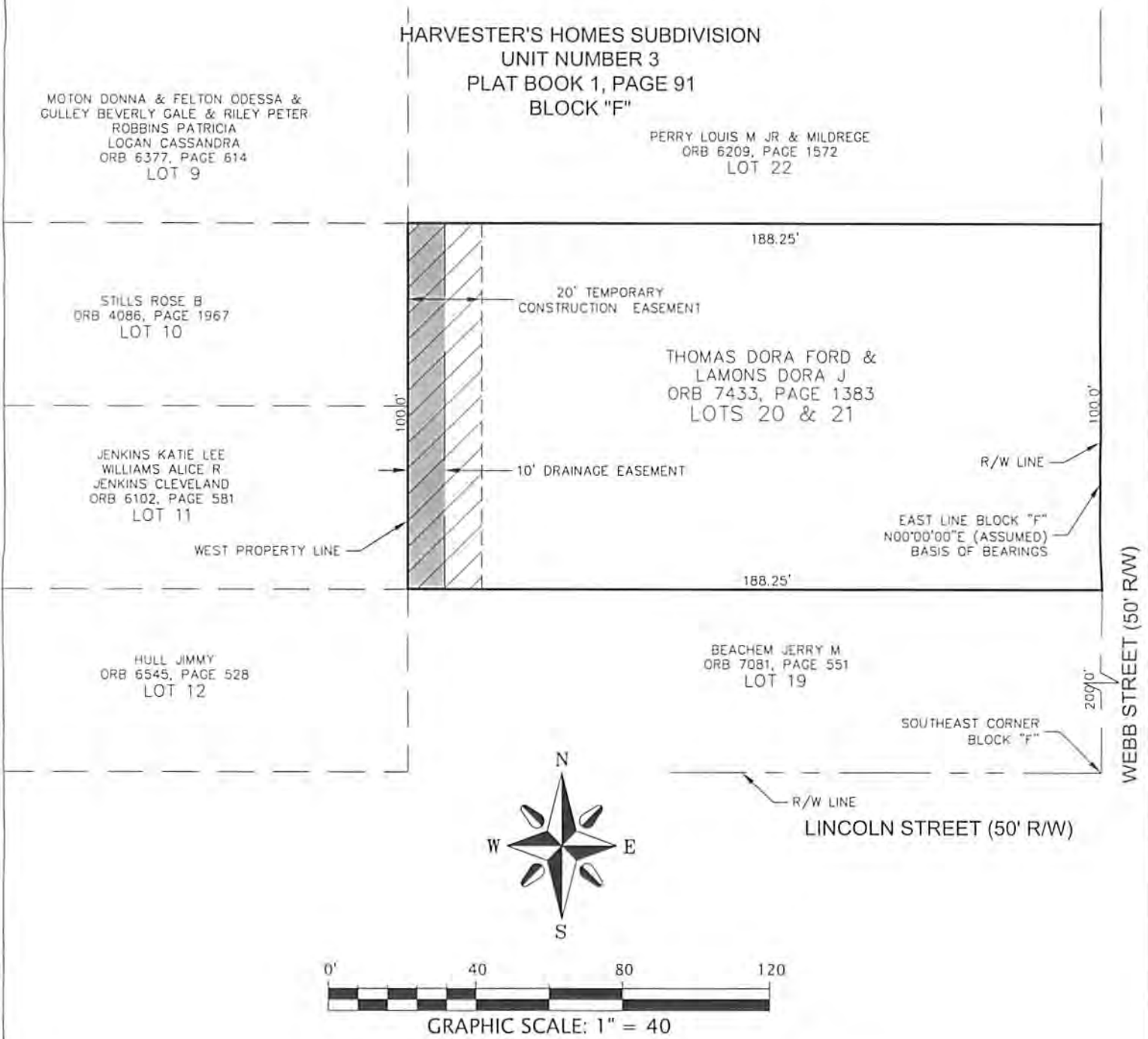
[Signature]  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date Aug. 23, 2016

LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"



Surveyor Notes:

- 1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 2) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 3) The description and sketch are not full and complete without the other.

LEGEND:

ORB - OFFICIAL RECORD BOOK  
R/W - RIGHT-OF-WAY

- R/W LINE
- PROPERTY LINE
- DRAINAGE EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT LINE
- SUBJECT PARCEL BOUNDARY LINE



- DRAINAGE EASEMENT  
- TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY  
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160038
Survey Date:	Drawing No. L-5054
Drawing Date: 04/07/2016	Field Book: Page:
Section, Township, Range: 16, T-1-N, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 1 of 2
Revisions:	Date:
1.) Street name change.	4/22/2016

ENGINEERING DEPARTMENT  
ESCAMBIA COUNTY, FLORIDA  
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Date: 4/22/16  
State of Florida

Danny K. Swain, Professional Surveyor and Mapper No. 5942  
I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.





LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"

Legal Descriptions  
Perpetual Drainage Easement and a  
Temporary Construction Easement  
Prepared at the request of the Escambia County Engineering Department  
March 25, 2016

A 10 foot non exclusive perpetual easement for drainage purposes over, under and across the following described property:

The West 10 feet of Lots 20 & 21, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 1000 square feet, more or less.

Together with a 20 foot temporary construction easement over, under and across the following described property:

The West 20 feet of Lots 20 & 21, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 2,000 square feet, more or less.

Certified to: Escambia County, Florida Board of County Commissioners; and Dora Ford Thomas & Dora J Lamons

Surveyor's Notes:

- 1) Measurements were made in accordance with the United States Standard Foot.
- 2) Basis of Bearings Reference: North and the bearings shown hereon are based on the East line of Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida as being N00°00'00"E (Assumed).
- 3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
- 4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 6) Easements are per the recorded plat, if any.
- 7) Distances shown hereon are plat, unless otherwise noted.
- 8) This sketch and description does not reflect, determine, or guarantee ownership.
- 9) Existing improvements not shown, if any.
- 10) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
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- 14) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 15) Documents used in the preparation of this sketch and description: The Plat of Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY  
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Drawn By: MK	Project No.: 20160038
Survey Date:	Drawing No. L-5054
Drawing Date: 04/07/2016	Field Book: Page:
Section, Township, Range: 16, T-1-N, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 2 of 2
Revisions:	Date:
1.) Street name change.	4/22/2016

ENGINEERING DEPARTMENT  
ESCAMBIA COUNTY, FLORIDA  
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

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This Document Was Prepared by:  
Escambia County  
Wayne Manning  
3363 West Park Place  
Pensacola, FL 32505

Carver Park Drainage Project  
A Portion of 16-1N-31-1000-220-006

STATE OF FLORIDA  
COUNTY OF ESCAMBLA

### TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this 28<sup>th</sup> day of September, 2016, by and between Louis M. Perry, Jr. and Mildrege Perry, husband and wife, whose address is 213 Webb Street, Cantonment, Florida 32533 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

#### WITNESSETH:

WHEREAS, Grantor is the owner of the real property (the Property) described in the attached Exhibit A; and

WHEREAS, Grantee desires to enter upon a portion of Grantor's Property for the purpose of installing a storm water drainage system;

WHEREAS, Grantor has agreed to grant a Temporary Construction Easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below,

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does grant to Grantee, a temporary construction easement for the above-described purposes over and across a portion of Grantor's Property, as more particularly described in the attached Exhibit A.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire upon completion of the Carver Park Drainage Project, but not later than December 2018. Prior to expiration of the Temporary Construction Easement, Grantee shall stabilize the disturbed areas located in the Temporary Construction Easement area and otherwise return easement area substantially to the condition that existed prior to this Temporary Construction Easement, or to the greatest extent allowed by permitting agencies.



Signed, sealed and delivered  
in our presence as Witnesses:

Witness [Signature]  
Print Name Stacy Perry  
Witness [Signature]  
Print Name Lori Chambers

GRANTOR:  
Louis M. Perry Jr.  
Louis B. Perry, Jr.  
M C

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2016, by Louis B. Perry, Jr. He ☒ is personally known to me, or ☐ produced current \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
Kevin S Howell  
Printed Name of Notary Public

Witness [Signature]  
Print Name Stacy Perry  
Witness [Signature]  
Print Name Michael Riley

GRANTOR:  
Mildrege Perry  
Mildrege Perry

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2016, by Mildrege Perry. She ☒ is personally known to me, or ☐ produced current \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
Kevin S Howell  
Printed Name of Notary Public

ACCEPTANCE

This Temporary Construction Easement was 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

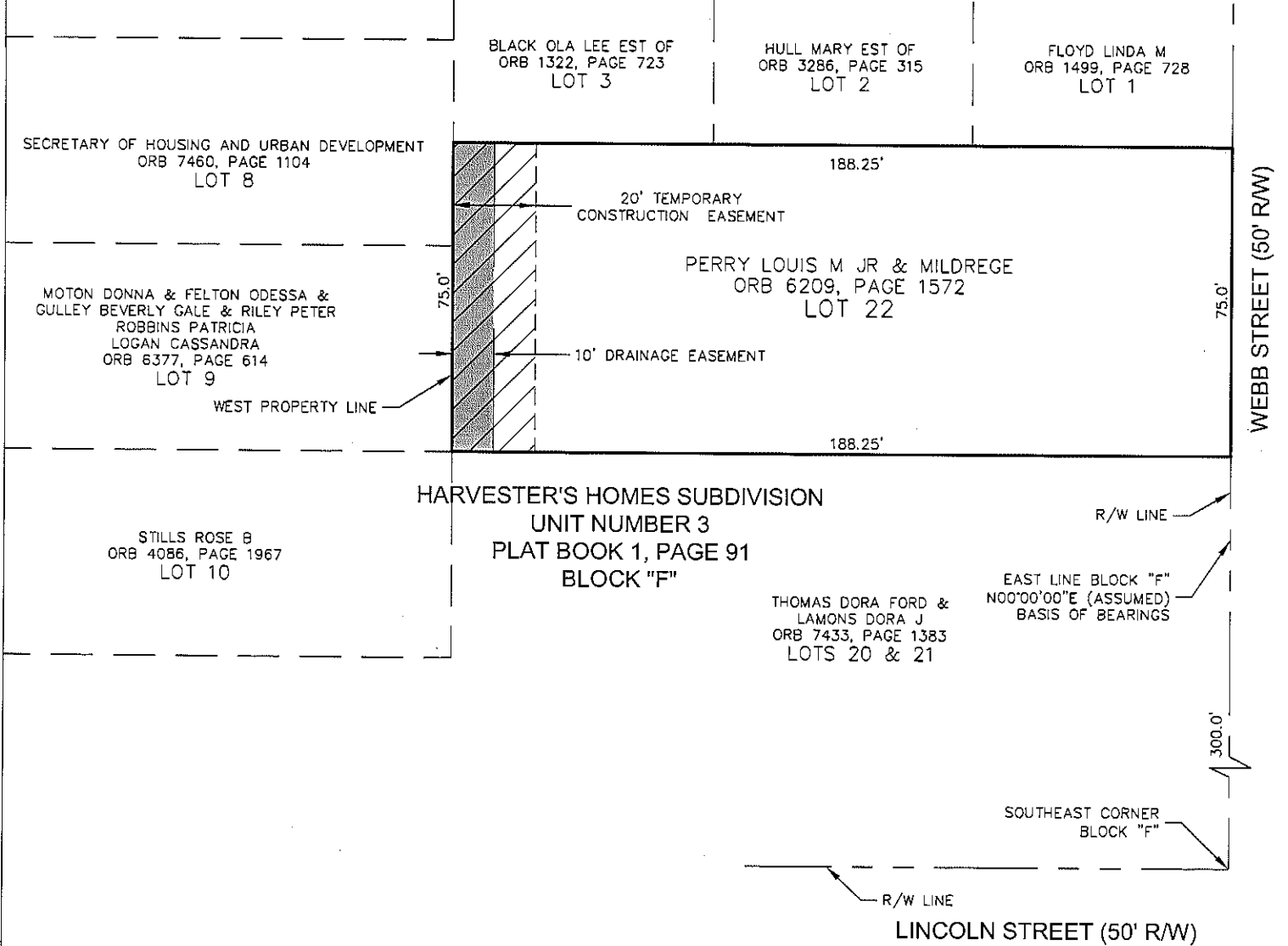
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"



GRAPHIC SCALE: 1" = 40

Surveyor Notes:

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LEGEND:

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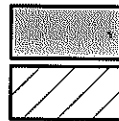
----- R/W LINE

----- PROPERTY LINE

----- DRAINAGE EASEMENT LINE

----- TEMPORARY CONSTRUCTION EASEMENT LINE

----- SUBJECT PARCEL BOUNDARY LINE



- DRAINAGE EASEMENT

- TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY  
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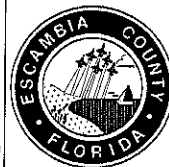
Drawn By: MK	Project No.: 20160038
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Section, Township, Range: 16, T-1-N, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 1 of 2
Revisions:	Date:
1.) Street name change.	4/22/2016

ENGINEERING DEPARTMENT  
ESCAMBIA COUNTY, FLORIDA  
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Benny R. Swain, Professional Surveyor and Mapper No. 5942

I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Date: 4/22/16  
State of Florida



LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"

Legal Descriptions  
Perpetual Drainage Easement and a  
Temporary Construction Easement  
Prepared at the request of the Escambia County Engineering Department  
March 25, 2016

A 10 foot non exclusive perpetual easement for drainage purposes over, under and across the following described property:

The West 10 feet of Lot 22, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.  
Said easement contains 750 square feet, more or less.

Together with a 20 foot temporary construction easement over, under and across the following described property:

The West 20 feet of Lot 22, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.  
Said easement contains 1,500 square feet, more or less.

Certified to: Escambia County, Florida Board of County Commissioners; and Louis M Perry, Jr & Mildrege  
Surveyor's Notes:

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Survey Date:	Drawing No. L-5054
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Type of Survey: Description & Sketch	Sheet No. 2 of 2
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ENGINEERING DEPARTMENT  
ESCAMBIA COUNTY, FLORIDA  
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

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Prepared by:  
Wayne Manning  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

Carver Park Drainage Project  
A Portion of 16-1N-31-1000-220-006

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

#### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 28<sup>th</sup> day of September, 2016, by and between Louis M. Perry, Jr. and Mildrege Perry, husband and wife, whose mailing address is 213 Webb Street, Cantonment, Florida 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

#### WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 16, Township 1N, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness [Signature]  
Print Name Steven Barge  
Witness [Signature]  
Print Name Michael Riley

GRANTORS:

By: [Signature]  
Louis M. Perry, Jr.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2016, by Louis M. Perry, Jr. He ☒ is personally known to me, or ☐ produced current \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
Kevin S Howell  
Printed Name of Notary Public

Witness [Signature]  
Print Name Steve Barry  
Witness Michael Riley  
Print Name Michael Riley

By: Mildrege Perry  
Mildrege Perry

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2016,  
by Mildrege Perry. She ☒ is personally known to me, or ☐ produced current  
as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
Kevin S Howell  
Printed Name of Notary Public

#### ACCEPTANCE

This Drainage Easement was 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

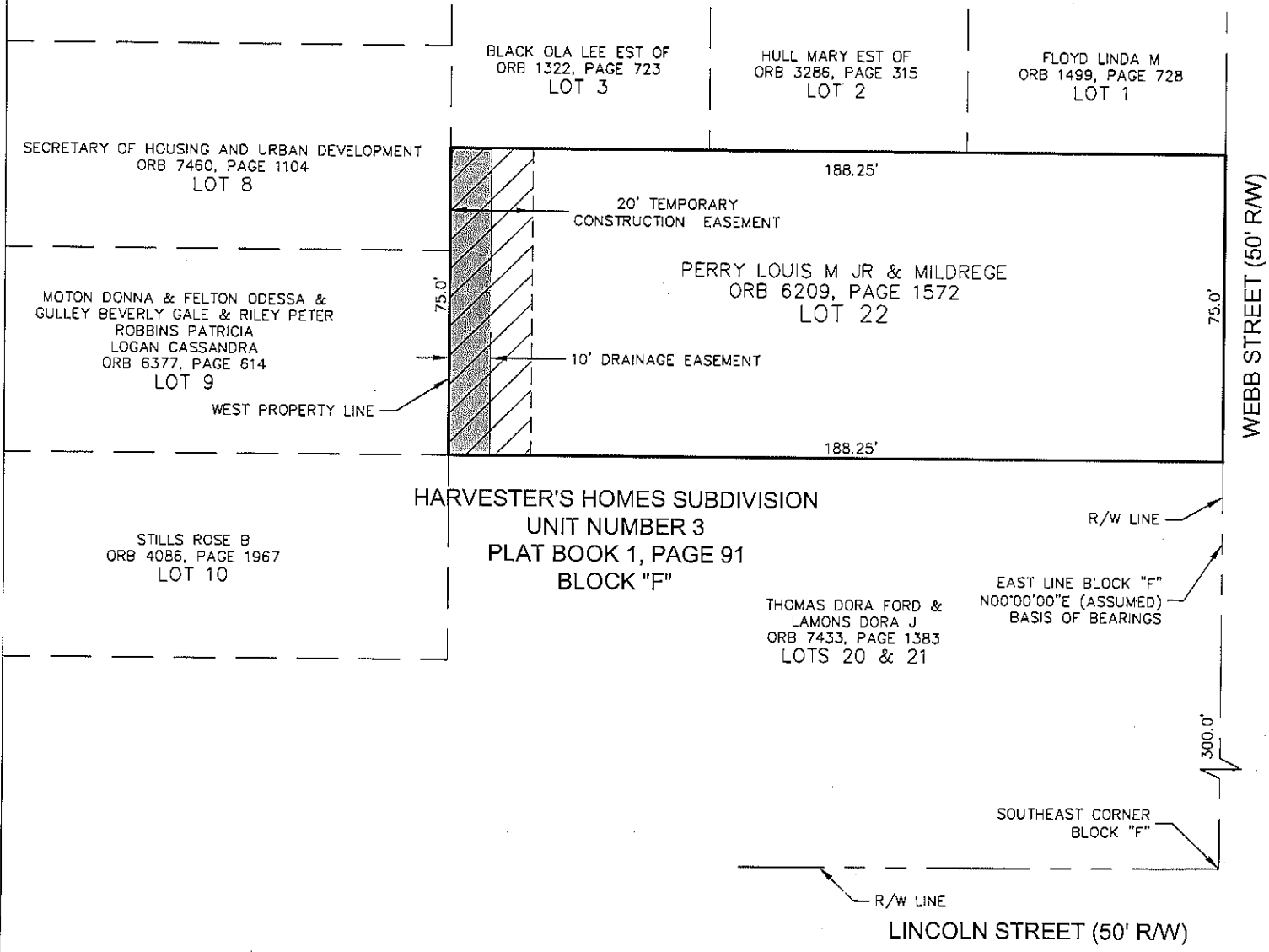
ATTEST: Pam Childers  
Clerk of the Court

Grover C. Robinson, Chairman

\_\_\_\_\_  
Deputy Clerk



LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"



Surveyor Notes:

- 1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 2) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 3) The description and sketch are not full and complete without the other.

LEGEND:

ORB - OFFICIAL RECORD BOOK

R/W - RIGHT-OF-WAY

--- R/W LINE

--- PROPERTY LINE

--- DRAINAGE EASEMENT LINE

--- TEMPORARY CONSTRUCTION EASEMENT LINE

--- SUBJECT PARCEL BOUNDARY LINE

[Hatched Box] - DRAINAGE EASEMENT

[Diagonal Lines Box] - TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY  
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160038
Survey Date:	Drawing No. L-5054
Drawing Date: 04/07/2016	Field Book: Page:
Section, Township, Range: 16, T-1-N, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 1 of 2
Revisions:	Date:
1.) Street name change.	4/22/2016

ENGINEERING DEPARTMENT  
ESCAMBIA COUNTY, FLORIDA  
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Danny R. Swain, Professional Surveyor and Mapper No. 5942  
I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Date: 4/22/16  
State of Florida



LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"

Legal Descriptions  
Perpetual Drainage Easement and a  
Temporary Construction Easement  
Prepared at the request of the Escambia County Engineering Department  
March 25, 2016

A 10 foot non exclusive perpetual easement for drainage purposes over, under and across the following described property:

The West 10 feet of Lot 22, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 750 square feet, more or less.

Together with a 20 foot temporary construction easement over, under and across the following described property:


The West 20 feet of Lot 22, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 1,500 square feet, more or less.

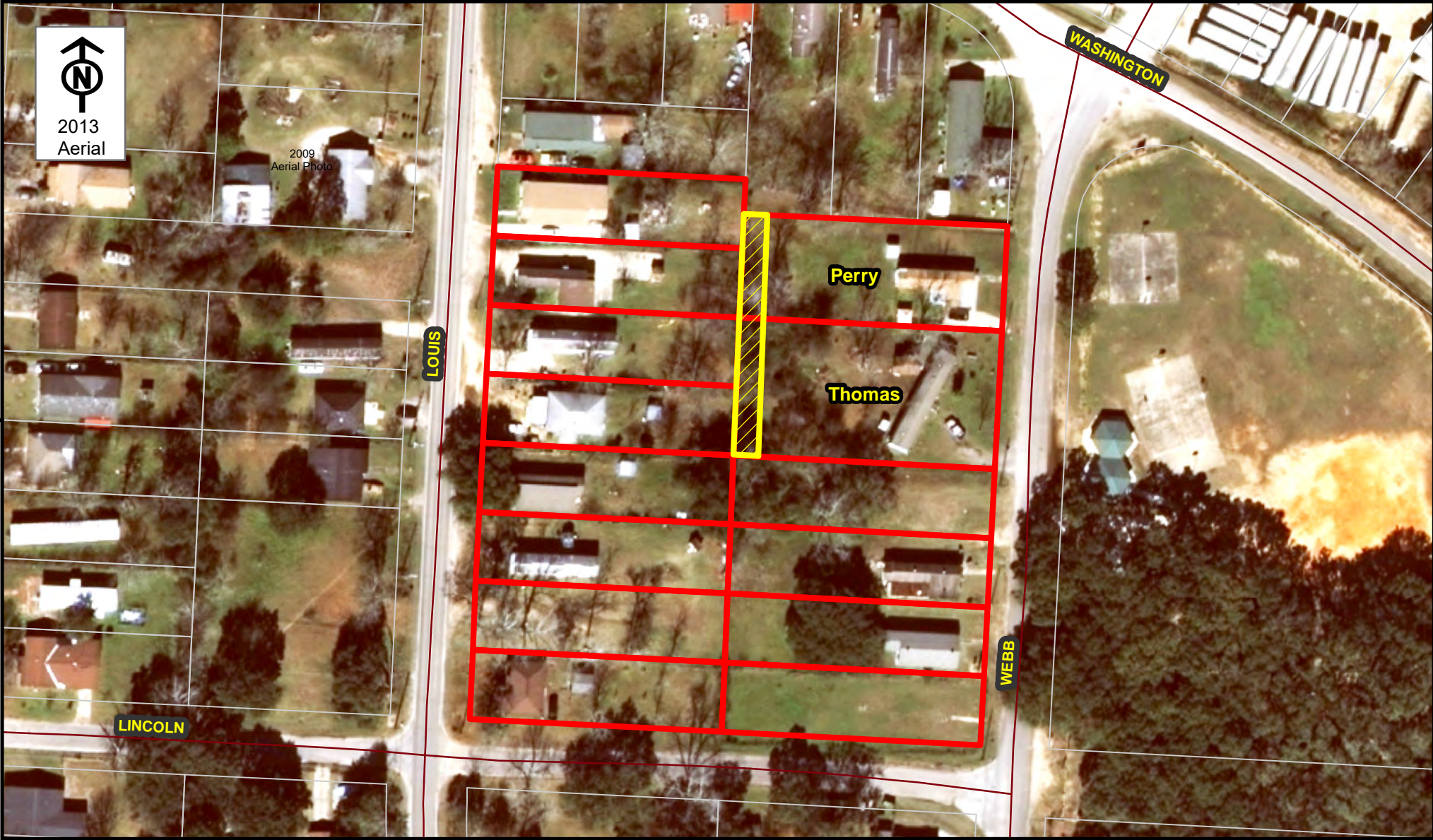
Certified to: Escambia County, Florida Board of County Commissioners; and Louis M Perry, Jr & Mildrege  
Surveyor's Notes:

- 1) Measurements were made in accordance with the United States Standard Foot.
- 2) Basis of Bearings Reference: North and the bearings shown hereon are based on the East line of Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida as being N00°00'00"E (Assumed).
- 3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
- 4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 6) Easements are per the recorded plat, if any.
- 7) Distances shown hereon are plat, unless otherwise noted.
- 8) This sketch and description does not reflect, determine, or guarantee ownership.
- 9) Existing improvements not shown, if any.
- 10) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
- 11) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 12) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 13) The description and sketch are not full and complete without the other.
- 14) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 15) Documents used in the preparation of this sketch and description: The Plat of Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY  
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160038	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	
Survey Date:	Drawing No. L-5054		
Drawing Date: 04/07/2016	Field Book: Page:		
Section, Township, Range: 16, T-1-N, R-31-W	Type of Survey: Description & Sketch	Sheet No. 2 of 2	
Revisions:	Date:	Unless accompanied by sheet one that bears the signature and 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.	
1.) Street name change.	4/22/2016		

# Carver Park Drainage



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

SSW 9/19/16 DISTRICT 5



Properties Involved in Project

Drainage and Temporary Construction Easement Areas





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11111

County Administrator's Report 17. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Acceptance of Real Property for Road Right-of-Way on Tara Dawn Circle

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Acceptance of Real Property for Road Right-of-Way on Tara Dawn Circle - Joy D. Blackmon, P.E, Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of real property for road right-of-way on Tara Dawn Circle from SunTrust Bank (the successor by merger with Sun Bank/West Florida, National Association):

- A. Authorize staff to negotiate and resolve any matters related to or associated with the acceptance of the property, via donation, for road right-of-way on Tara Dawn Circle from SunTrust Bank (the successor by merger with Sun Bank/West Florida, National Association);
- B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way, and the County benefits from the acceptance of the property because it facilitates the construction and maintenance of paving and drainage systems for use by the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize the Chairman or Vice Chairman to accept the Quit Claim Deed as of the day of delivery of the Quit Claim 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:**

Tara Dawn Circle is the entrance into Maple Oaks Subdivision, located off Ten Mile Road. In order to improve traffic mobility, a left turn lane from Maple Oaks Subdivision to Ten Mile Road is necessary. Currently, the entrance has two lanes, one in and one out, which are divided by a median. The median is currently owned by SunTrust Bank and the bank has agreed to donate it to the County to help with the intersection improvements. Once the project is completed, motorists will have right and left turn lane options from Tara Dawn Circle onto Ten Mile Road.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Quit Claim Deed 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:**

Upon Board approval, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the Quit Claim Deed will be recorded in the public records of Escambia County, Florida.

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**Attachments**

Deed

Map

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This document prepared by:  
Stephen G. West  
Senior Assistant County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, FL 32502

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 30<sup>th</sup> day of September, 2016, between SunTrust Bank (the successor by merger with Sun Bank/West Florida, National Association), whose address is Mail Code FL - Tampa 3011, 1701 E. 7th Avenue, Tampa, Florida 33605 (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, 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, receipt of which is acknowledged, quitclaims to Grantee, and Grantee's successors and assigns forever, all of the right, title, and interest in land in Escambia County, Florida, described in the attached Exhibit A.

Signed in the presence of:

Witness

Print Name

Witness

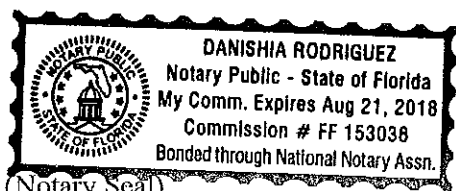
Print Name

SUNTRUST BANK

By: Kevin Pomet, First Vice President,  
Corporate Real Estate & Workplace

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2016, by Kevin Pomet, as First Vice President, Corporate Real Estate & Workplace, of SunTrust Bank, on behalf of SunTrust Bank. He ☒ is personally known to me, or ☐ has produced current na as identification.



Signature of Notary Public

Printed Name of Notary Public

### ACCEPTANCE

This Quitclaim 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(Seal)

This document approved as to form  
and legal sufficiency.

By

Title

Date

[Signature]  
Asst. County Attorney  
Oct. 5, 2016



LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"

Legal Description  
Prepared at the request of the Escambia County Engineering Department  
September 23, 2016

The "Street Median" located at the intersection of Ten Mile Road and Tara Dawn Circle, at the entrance of Maple Oaks Unit No. 1, as shown on the Recorded Plat of said Maple Oaks Unit No. 1, as recorded in Plat Book 14, Page 8, in the public records of Escambia County, Florida.


Said "Street Median" contains 88 square feet, more or less.

Certified to: Escambia County, Florida Board of County Commissioners

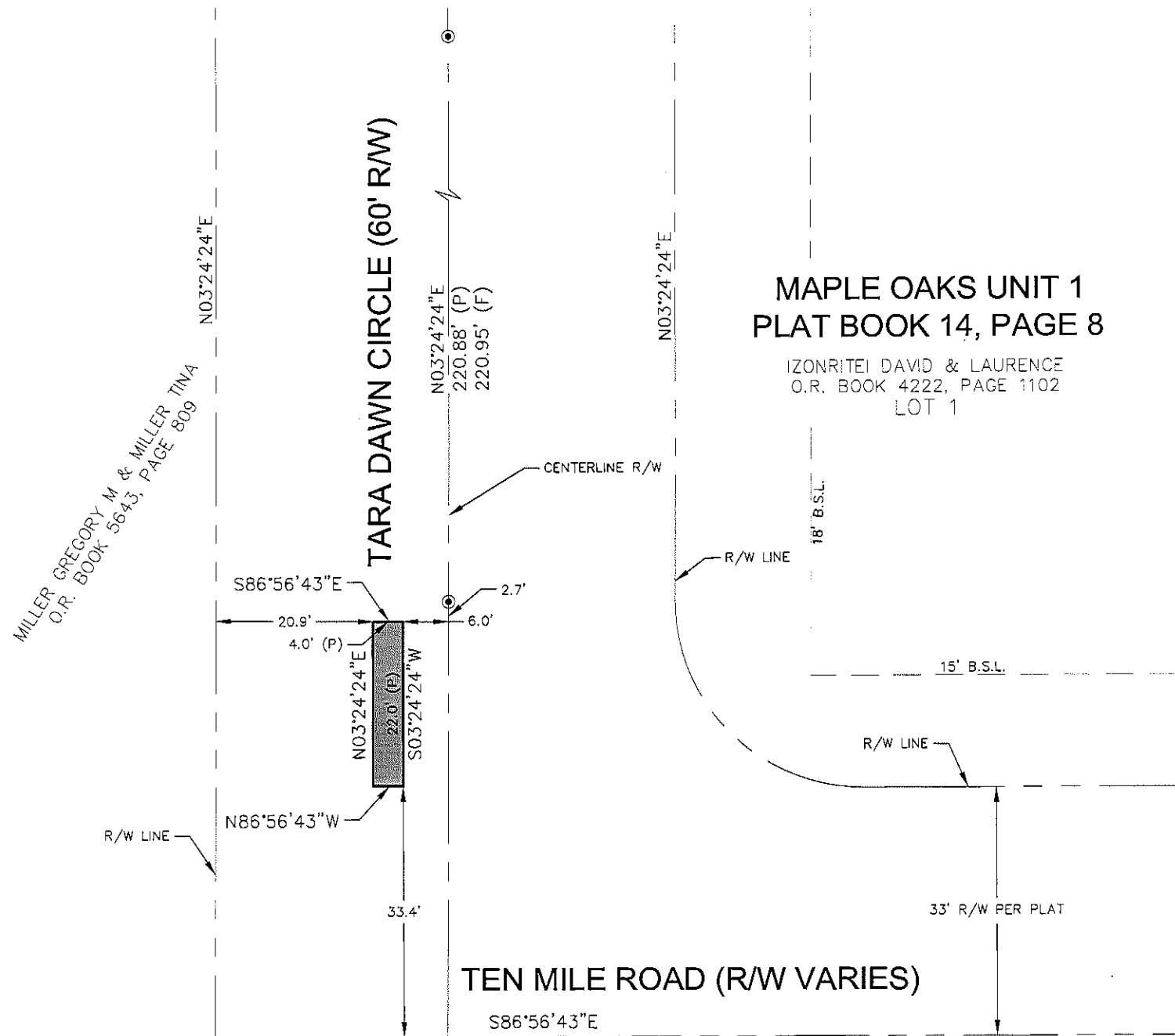
Surveyor's Notes:

- 1) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field (boundary) survey. An accurate field (boundary) survey of the parcel described hereon may result in variations in bearings and distances.
- 2) Measurements were made in accordance with the United States Standard Foot (US Survey Foot definition).
- 3) Basis of Bearings Reference: Grid north and the grid bearings shown hereon are based on the following:
  - a. Projection Zone: Florida North (State Plane)
  - b. Projection Type: Lambert Conformal Conic
  - c. Datum: North American Datum of 1983 with a datum tag of 201 (NAD83 2011)).
- 4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch and description shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 6) This sketch and description does not reflect, determine, or guarantee ownership.
- 7) Internal improvements were not located, if any.
- 8) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
- 9) No attempt was made to locate written or unwritten easements or right of ways.
- 10) Additions or deletions to the sketch and description by other than the signing party or parties is prohibited without written consent of the signing parties.
- 11) The sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 12) The sketch and description are not full and complete without the other.
- 13) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 14) Documents used in the preparation of this survey: Recorded Plat of Maple Oaks Unit No. 1, as recorded in Plat Book 14, Page 8, in the public records of Escambia County, Florida; and the Escambia County Property Appraiser Maps

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY  
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160109	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	
Survey Date: 9/26/2016	Drawing No. L-5074		
Drawing Date: 9/27/2016	Field Book: 514 Page: 43	Date: 09/28/16	State of Florida
Section, Township, Range: 22, T-1-N, R-30-W			
Type of Survey: Description & Sketch	Sheet No. 1 of 2	I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.	
Revisions:	Date:		

LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"



Surveyor Notes:

- 1) Additions or deletions to the description & sketch by other than the signing party or parties is prohibited without written consent of the signing parties.
- 2) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 3) The description and sketch are not full and complete without the other.

LEGEND:

- O.R. BOOK - OFFICIAL RECORD BOOK
- R/W - RIGHT-OF-WAY
- B.S.L. - BUILDING SETBACK LINE
- (F) - FIELD
- (P) - PLAT
- - NAIL & DISK FOUND (No Identification)
- - "STREET MEDIAN" AREA
- - - - - R/W LINE
- \_\_\_\_\_ PROPERTY LINE
- \_\_\_\_\_ BUILDING SETBACK LINE



LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY  
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160109
Survey Date: 9/26/2016	Drawing No. L-5074
Drawing Date: 9/27/2016	Field Book: 514 Page: 43
Section, Township, Range: 22, T-1-N, R-30-W	
Type of Survey: Description & Sketch	Sheet No. 2 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT  
ESCAMBIA COUNTY, FLORIDA  
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Unless accompanied by sheet one that bears the signature and 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.



# Maple Oaks Subdivision



ESCAMBIA COUNTY  
ENGINEERING DIVISION

SSW 10/6/16 DISTRICT 5

**Street median on Tara Dawn Circle  
(88 square feet)**



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-11153**

**County Administrator's Report 17. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 10/20/2016

**Issue:** Acquisition of Real Property for the Carver Park Drainage Improvement Project

**From:** Joy D. Blackmon, P.E., Director

**Organization:** Public Works

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Acquisition of Real Property for the Carver Park Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property located at 207 Webb Street (approximately 0.22 acres) from Jerry M. Beachem for the Carver Park Drainage Improvement Project:

A. Authorize the purchase of a parcel of real property located at 207 Webb Street (approximately 0.22 acres) from Jerry M. Beachem for the Carver Park Drainage Improvement Project for the purchase price of \$18,825, which was approved by the Board on September 1, 2016;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located at 207 Webb Street (approximately 0.22 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 210107/56101, Project No. 14EN2605]

### **BACKGROUND:**



On September 1, 2016, the Board approved by super-majority vote to approve the purchase price of \$2.00 per square foot (\$18,825), which is more than the appraised value of \$4,400 and less than the \$25,000 counter offer from Mr. Beachem.

This parcel will provide a means for mid-block positive drainage relief from the back yards of lots located within the Webb Street, Louis Street, Lincoln Street, and Washington Street blocks.

The scope of work for the Carver Park Drainage Improvement Project includes assessment of the Carver Park area and design solutions to address flooding issues. Design is currently 60% complete.

**BUDGETARY IMPACT:**

Funding for this project is available in Fund 352, LOST III, Cost Center 210107/56101, Project No. 14EN2605

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of the property. The Contract for Sale and Purchase 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 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

Map

BCC Action 9/1/16

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## CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Jerry M. Beachem, whose address is 7284 NE Oakfield Road, Pensacola, Florida 32503 ("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 \_\_\_\_\_, 2016.

2. PURCHASE PRICE; PAYMENT. The purchase price is Eighteen Thousand, Eight Hundred and Twenty- Five Dollars. (\$18,825.00), 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 AFFIDAVITS 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 affidavits 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 represent 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 Affidavits 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 (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have 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 Warranty Deed.

10. CLOSING. This transaction will be closed and the 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 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 have 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:

Jerry M. Beachem  
7284 NE Oakfield Road  
Pensacola, Florida 32503

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 agree to return any deposit paid by Buyer. Seller warrant 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:

ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

ATTEST: Pam Childers  
Clerk of the Circuit Court

Grover C. Robinson, IV, Chairman

Deputy Clerk

BCC Approved: \_\_\_\_\_

Date: \_\_\_\_\_ This document approved as to form  
and legal sufficiency.

By [Signature]  
Title Asst. County Attorney

SELLER: Date Oct. 6, 2016

[Signature]  
Witness

Leticia A Walker  
Print Name

[Signature]  
Witness

Bernie W Manning  
Print Name

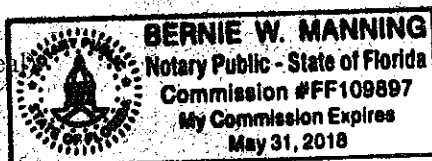
[Signature]  
Jerry M. Beachem

Date: 9-28-16

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28 day of September,  
2016, by Jerry M. Beachem. He ( ) is personally known to me, ( X ) produced current  
Florida Driver License as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

**Exhibit "A"**

**Legal Description**

**Lot 19, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.**

# Carver Park Drainage



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

SSW 6/6/16 DISTRICT 5



**Beachem Property**



## RESUME OF THE REGULAR BCC MEETING – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board approve Administrative Budget Amendment #257, Emergency Medical Service Fund (408), in the amount of \$722,026, to transfer funds from Reserves to Machinery and Equipment, and to appropriate these funds for Public Safety Ambulance PowerLoad Systems.

#### **Approved 5-0**

25. Recommendation: That the Board approve the payment to USI Insurance Services, LLC, in the amount of \$1,130,500, to provide commercial property insurance for the period of October 1, 2016, through November 30, 2017; the boiler and machinery, commercial crime, and accidental death and dismemberment insurance renew separately (Funding: Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501).

#### **Approved 5-0**

#### III. FOR DISCUSSION

1. Recommendation: That the Board either approve, by super-majority, or deny the purchase of real property (approximately 0.22 acres or 9,412.5 square feet), located at 207 Webb Street, for the Carver Park Drainage Improvement Project, for \$2 per square foot, from Jerry M. Beachem, for \$18,825 (Funding Source: Fund 352, "LOST III," Cost Center 210107/56101, Project No. 14EN2605):
- A. Authorize the purchase of real property (approximately 0.22 acres or 9,412.5 square feet), located at 207 Webb Street, for the Carver Park Drainage Improvement Project for \$2 per square foot totaling \$18,825; and
  - B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.22 acres), located at 207 Webb Street, from Jerry M. Beachem, for \$18,825, and bring the executed Contract back before the Board.

#### **Approved 5-0, Items A and B**



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11112

County Administrator's Report 17. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: FDOT Project # 218630-2 (Navy Boulevard Access Management & Beautification) Design Phase Advancement

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Navy Boulevard Access Management and Beautification Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign the Resolution Supporting the Advancement of the Design Phase for the Navy Boulevard Access Management and Beautification Project (Project #218630-2) in the Florida Department of Transportation's Five-Year Work Program; and

B. Approve and authorize the Chairman to sign the Letter of Support to James T. Barfield, P.E., supporting the advancement of the Design Phase for the Navy Boulevard Access Management and Beautification Project from the Florida Department of Transportation's (FDOT's) Fiscal Year 2019 to Fiscal Year 2018.

[Funding: Design Phase funds are estimated at \$1,650,000; however, due to the current Contract with FDOT's consultants for the PD&E Phase, it is anticipated that the design estimate will be drastically reduced as the consultants are required to produce 30% design, 100% survey, and other design tasks. The exact design amount needed for transfer is expected to be determined by Spring 2017. Design Phase funds are available and are to be transferred from the Neighborhood and Human Services, Fund 352, LOST III Cost Center]

### **BACKGROUND:**



Escambia County Public Works staff was recently approached by FDOT staff regarding the potential of advancing the design phase of the Navy Boulevard Access Management & Beautification Project. Following internal discussions with the District Commissioner and further discussion with the Board, the County agrees and supports the advancement with the understanding that the awarded State of Florida County Incentive Grant Program funds for 50% of the design costs will be reimbursed to the County in Fiscal Year 2019.

The project will provide greatly needed safety improvements to the Navy Boulevard corridor from the Bayou Chico Bridge west to New Warrington Road, and is expected to also provide streetscape enhancements such as dedicated bicycle lanes, sidewalks, mass transit bus stop improvements, lighting, landscaping, and other pedestrian amenities. The County will transfer to FDOT the full funding amount necessary to design the project prior to Fiscal Year 2018; however, the County will be reimbursed the awarded State of Florida County Incentive Grant Program (CIGP) funds for 50% of the design phase cost in Fiscal Year 2019 from FDOT. The County and FDOT will eventually enter into a reimbursable agreement detailing the amount of funds necessary to cover the design costs which the County will transfer to FDOT, and the reimbursement of the CIGP funds once such funds become available in Fiscal Year 2019. It is anticipated that the reimbursable agreement will be executed in Spring 2017.

**BUDGETARY IMPACT:**

Design Phase funds are estimated at \$1,650,000; however, due to the current contract with FDOT's consultants for the PD&E Phase, it is anticipated that the design estimate will be drastically reduced as the consultants are required to produce 30% design, 100% survey, and other design tasks. The exact design amount needed for transfer is expected to be determined by Spring 2017.

Design Phase funds are available and are to be transferred from the Neighborhood and Human Services LOST III Cost Center.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Resolution and Letter of Support were reviewed and approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon adoption of the Resolution and signature of the Letter of Support, the Escambia County Public Works staff will coordinate with and submit the documents to FDOT for processing.

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### **Attachments**

Resolution

Letter of Support

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RESOLUTION R2016-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING THE ADVANCEMENT OF THE DESIGN PHASE FOR THE NAVY BOULEVARD ACCESS MANAGEMENT AND BEAUTIFICATION PROJECT (PROJECT #218630-2) IN THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FIVE-YEAR WORK PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida acknowledges the importance of the Navy Boulevard Access Management and Beautification Project (hereinafter referred to as the "Project"); and

**WHEREAS**, the Project will provide greatly needed safety improvements to the Navy Boulevard corridor from the Bayou Chico Bridge west to New Warrington Road; and

**WHEREAS**, the Project is expected to also provide streetscape amenities, such as dedicated bicycle lanes, sidewalks, mass transit bus stop improvements, lighting, landscaping, and other pedestrian amenities; and

**WHEREAS**, prior to Fiscal Year 2018, the County will transfer to the Florida Department of Transportation (FDOT) the full funding amount for the design phase for the Project; and

**WHEREAS**, during Fiscal Year 2019, the County will be awarded funding through the State of Florida County Incentive Grant Program (CIGP) as reimbursement for 50% of the cost for the design phase for the Project.

**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 advancement of the design phase for the Navy Boulevard Access Management and Beautification Project (Project #218630-2) from FDOT's Fiscal Year 2019 to Fiscal Year 2018.

**Section 3.** This Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_ of \_\_\_\_\_, 2016

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: Edith A. A. A.  
Date: 3/28/16



**October 20, 2016**

**Mr. James T. Barfield, P.E.  
FDOT District 3 Secretary  
Highway 90 East  
Chipley, FL, 32428**

**RE: Advancement of Design Phase for FDOT Project # 218630-2**

Dear Secretary Barfield:

The Escambia County Board of County Commissioners adopted a Resolution at its Thursday, October 20, 2016 regular meeting supporting the advancement of the design phase for the FDOT Project # 218630-2 (commonly referred to as the Navy Boulevard Access Management and Beautification Project) from FDOT Fiscal Year 2019 to Fiscal Year 2018 in the FDOT 5-Year Work Program.

Escambia County Public Works Staff was recently approached from FDOT Staff regarding the potential of advancing the design phase of the aforementioned project, and after internal discussions with the district commissioner and further discussion with the Board, the County agrees to and supports the advancement with the understanding that the awarded State of Florida County Incentive Grant Program funds for 50% of the design costs will be reimbursed to the County in Fiscal Year 2019.

The County appreciates all of the coordination and effort offered from FDOT Staff, and we look forward to seeing this greatly needed project come to fruition for our region, the County, and the Warrington community.

Very respectfully,

Grover C. Robinson, IV, Chair  
Escambia County Board of County Commissioners, District 4

Cc: Jack Brown, County Administrator  
Amy Lovoy, Assistant County Administrator  
Phillip Gainer, P.E., Director of Transportation Operations  
Joy D. Blackmon, P.E., Public Works Department Director  
Colby Brown, P.E., Public Works Deputy Director  
David Forte, Public Works Division Manager  
Tonya Gant, Neighborhood & Human Services Department Director

Clara Long, Neighborhood & Human Services Division Manager



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11139

County Administrator's Report 17. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Interlocal Agreements between Escambia County & Santa Rosa Island Authority and Escambia County & Downtown Improvement Board

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Interlocal Agreements between Escambia County & Santa Rosa Island Authority and Escambia County & the Pensacola Downtown Improvement Board - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreements between Escambia County and the Santa Rosa Island Authority (SRIA) and between Escambia County and the Pensacola Downtown Improvement Board (DIB):

A. Approve and authorize the Chairman to sign the amended Interlocal Agreement (IA), subject to Legal review and sign-off, between Escambia County and the SRIA regarding the use of the open-air beach trolleys in downtown Pensacola. **THE INTERLOCAL AGREEMENT WITH SRIA WILL BE DISTRIBUTED UNDER SEPARATE COVER;** and

B. Approve and authorize the Chairman to sign the Interlocal Agreement between Escambia County, Florida and the Pensacola DIB Relating to Mass Transit Service in Downtown Pensacola, regarding the operations and maintenance of the open-air beach trolleys in downtown Pensacola.

[Funding: Upon approval of the IA between Escambia County and the DIB, the County will be reimbursed for all costs incurred by the DIB for the downtown Pensacola pilot trolley service]

#### **BACKGROUND:**

Escambia County staff was recently approached by Mr. Robert Rinke, Mr. Quint Studer, and DIB staff, who requested that the beach trolleys be used in downtown Pensacola during the months of October through December 2016 for a pilot trolley service, with two proposed routes that would service downtown residents and patrons.

Escambia County and SRIA entered into an Interlocal Agreement (IA) on April 8, 2015,

regarding the purchase of three trolley vehicles to provide public transportation on Pensacola Beach. The IA established the transfer of Portofino Island Improvement Funds (PIIF) for the acquisition of the trolleys, outlined responsibilities of each of the entities, and included a provision that the trolleys are to be operated exclusively on Pensacola Beach. In order for the pilot downtown service to be provided, the IA must be amended. The proposed amended IA (first attachment herein) requests that the trolleys be allowed to operate in downtown Pensacola between the time period of October 1, 2016, and December 31, 2016, as a pilot downtown trolley service.

The proposed IA between Escambia County and DIB (second attachment herein) establishes the roles and responsibilities between the two entities regarding the pilot downtown Pensacola trolley routes. The IA states that the DIB shall reimburse the County for all costs incurred for such pilot trolley service.

**BUDGETARY IMPACT:**

Upon approval of the IA between Escambia County and the DIB, the County will be reimbursed for all costs incurred by the DIB for the downtown Pensacola pilot trolley service.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The IA for DIB was reviewed and approved for Legal Sufficiency by Kristin Hual, Assistant County Attorney. The draft IA for SRIA has been reviewed by Kristin Hual, Assistant County Attorney but is still subject to legal review and sign-off.

**PERSONNEL:**

No additional personnel anticipated.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval of the IAs, County Public Works staff will coordinate with both the SRIA and DIB on proper execution of these Interlocal Agreements.

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**Attachments**

DIB Interlocal Agreement

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,  
FLORIDA AND THE PENSACOLA DOWNTOWN IMPROVEMENT  
BOARD RELATING TO MASS TRANSIT SERVICE IN DOWNTOWN  
PENSACOLA**

**THIS AGREEMENT** is made and entered into by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

**WITNESSETH:**

**WHEREAS**, the parties have legal authority to perform certain public works within their respective jurisdictions; and

**WHEREAS**, the parties are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential development, beautifying downtown Pensacola, and marketing and promoting downtown Pensacola to attract more customers, clients, residents, and other users of downtown Pensacola; and

**WHEREAS**, the County is the owner of Escambia County Area Transit, a publicly owned mass transit system, located at 1515 West Fairfield Drive, Pensacola, Florida 32501 (hereinafter referred to as "ECAT");

**WHEREAS**, the DIB desires and requests the County, through Escambia County Area Transit (ECAT), to provide mass transit services in downtown Pensacola; and

**WHEREAS**, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions set forth herein; and

**WHEREAS**, the County and DIB have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide mass transit service in downtown Pensacola.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the DIB agree as follows:

**Section 1. Purpose of Agreement.**

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County, through ECAT, will provide mass transit service in downtown Pensacola.

**Section 2.** The County, by and through ECAT, shall provide the following mass transit service as provided herein:

2.1 Service Period. The Service Period shall commence upon the execution of this Agreement and end on December 31, 2016.

2.2 Schedule. ECAT will provide mass transit service during the Service Period on a weekly basis according to the following Schedule:

Monday–Sundays:

Between the hours of 10:00 a.m. and 2:00 p.m.

Thursdays-Sundays:

Between the hours of 5:00 p.m. and 10:00 p.m.

2.3 Service Routes. The applicable Service Routes are depicted in **Exhibit A**, attached hereto and incorporated herein. Operators shall not deviate from the assigned Service Routes, except for routine minor detours, without the approval of the ECAT General Manager.

2.4 Operators and Uniforms. ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by the parties.

2.5 Service Review. ECAT and DIB agree to meet as necessary to review the services provided pursuant to this Agreement. The Schedule, Service Routes, and/or Level of Service may be revised upon mutual agreement of the parties by written amendment to this Agreement. Any increase in Service Level may require an increase in budgeted costs.

**Section 3. Method of Payment.**

In exchange for the provision of such mass transit service described in Section 2 above, the DIB shall reimburse the County for all operating costs at a rate of \$52.00 per hour

as set forth in Exhibit B, attached hereto and incorporated herein. ECAT shall submit monthly invoices to the DIB for operating costs incurred during the previous month, and DIB shall remit all payments to ECAT by the end of the month in which the invoice was received.

#### **Section 4. Insurance.**

During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including, but not limited to, commercial general liability coverage with a \$5,000,000 combined single limit and \$5,000,000 excess limit. Any additional insurance coverage will be the responsibility of the DIB.

#### **Section 5. Term of Agreement.**

This Agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

#### **Section 6. Termination.**

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the DIB, or which subsequently are owed to the County by the DIB as a result of actions concluded following the effective date of termination.

#### **Section 7. Liability.**

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The County and DIB, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

#### **Section 8. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the

event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 9. Assignment.**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**Section 10. 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.

**Section 11. 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.

**Section 12. Interpretation.**

(a) 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.

(b) 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. 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 provision hereof.

**Section 13. 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.

**Section 14. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

**Section 15. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

**County:**

County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

**DIB:**

Executive Director  
226 South Palafox Street  
Suite 106  
Pensacola, Florida 32502

Payments to the County shall be sent to:

Escambia County Area Transit  
1515 West Fairfield Drive  
Pensacola, Florida 32501

**Section 16. Prior Agreements Superseded.**

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, no deviations from the terms and conditions 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 17. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 18. No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 19. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the DIB.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the respective dates under each signature:

Board of County Commissioners  
Escambia County, Florida

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

Pensacola Downtown Improvement Board, a  
public body corporate and politic of the State of  
Florida:

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved as to form and legal  
sufficiency.




By/Title: Justin H. [Signature]  
Date: 10/10/16



# Proposed Downtown Trolleys

-  **Proposed Daytime Route: Daily, 10 a.m. - 2 p.m.**  
Service operates every 15 minutes
-  **Proposed Nighttime Route:**  
**Thursday, Friday, Saturday: 5 p.m. - 10 p.m.**  
Service operates every 30 minutes
-  **Special Events Route**

## LEGEND

-  Key Trolley Stops  
(Other stops are hop on/hop off)
-  Transit Station
-  Point of Interest

## Paid Parking Lots & Garages

- A** North Palafox Street Parking Lot
- B** Jefferson Street Parking Garage\*
- C** Intendencia Street Parking
- D** Government Street Parking Lot
- E** Chapple James Parking Lot
- F** City Hall Metered Spaces
- G** Tarragona Street Parking Lot-North
- H** Judicial Center Parking Lot\*\*
- I** Baylen Street Parking Lot

## Free Parking Lots

- J** South Jefferson Street Parking Lot
- K** Bartram Park Parking Lot
- L** Fountain Park Parking Lot
- M** Civic Center Parking Lot
- N** Civic Center Parking Lot
- O** Belmont Street Parking Lot
- P** Plaza de Luna Parking Lot
- Q** Tarragona Street Parking Lot-South\*\*\*

- \* Parking is free with merchant validation
- \*\* Special Event Parking only
- \*\*\* All posted signage must be obeyed for all free lots. Free Parking not permitted in excess of 24 hours in same space unless otherwise posted

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## **EXHIBIT B**

**Operating Costs for the Service Period shall be budgeted as follows:**

Driver wages:	\$ 13.50
Driver benefits:	\$ 2.00
Fuel:	\$ 14.50
Maintenance wages:	\$ 6.00
Maintenance benefits:	\$ 1.00
Parts:	\$ 3.00
Administrative:	\$ 12.00

**Total Operating Costs: \$ 52.00 per hour**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11159

County Administrator's Report 17. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Library Materials

From: Todd Humble, Library Services Director

Organization: Library Services

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Purchase of Materials for the West Florida Public Libraries - Todd Humble, Library Services Department Director

That the Board authorize the utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1 for the purchase of materials for the West Florida Public Libraries from the following vendors, at the estimated annual amounts detailed below:

Brodart Company	\$200,000
Midwest Tape, LLC	\$96,000

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601]

### **BACKGROUND:**

There are no book wholesale jobbers in Escambia County. Previous advertisements in the Pensacola News Journal have produced no qualified bidders. Attached is the previous attempt to secure a local vendor. Multiple vendors are available on the previously bid Department of Management Services State Contract for Library Materials #715-001-07-1 which is in effect until 02/28/17. The West Florida Public Libraries will obtain costs from various suppliers on the agreement to purchase materials at the most favorable rate to the County. The purchase of books and materials is part of the budget for operating supplies for the West Florida Public Libraries and is funded by the Library Fund 113.

### **BUDGETARY IMPACT:**

Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

There are no book wholesale jobbers in Escambia County. Previous advertisements in the Pensacola News Journal have produced no qualified bidders. Attached is the previous attempt to secure a local vendor. Multiple vendors are available on the previously bid Department of Management Services State Contract for Library Materials #715-001-07-1 which is in effect until 02/28/17. The West Florida Public Libraries will obtain costs from various suppliers on the agreement to purchase materials at the most favorable rate to the County. The purchase of books and materials is part of the budget for operating supplies for the West Florida Public Libraries and is funded by the Library Fund 113.

**IMPLEMENTATION/COORDINATION:**

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II Purchases and Contracts and Purchasing Policy and Procedure PP130.

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**Attachments**

Library Materials Contract

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**CERTIFICATION OF CONTRACT**

TITLE: Library Materials

CONTRACT NO.: 715-001-07-1

ITB NO.: 1-715-001-A

EFFECTIVE: March 1, 2007 through February 28, 2012

1<sup>st</sup> RENEWAL: February 29, 2012 through February 28, 2013

2<sup>nd</sup> RENEWAL: February 29, 2013 through February 28, 2014

3<sup>RD</sup> RENEWAL: February 29, 2014 through February 28, 2015

4<sup>th</sup> RENEWAL: March 1, 2015 through February 28, 2017

CONTRACTOR(S): See Attached List

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- A. AUTHORITY – Upon affirmative action taken by the State of Florida Department of Management Services, a Contract has been executed between the State of Florida and the designated Contractor(s).
- B. EFFECT – This Contract was entered into to provide economies in the purchase of Library Furniture, by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, discounts, requirements, specifications, terms, and conditions of this Contract and with the Contractor(s) specified.
- C. ORDERING INSTRUCTIONS – All purchase orders shall be issued in accordance with the attached ordering instructions, requirements, terms, and conditions. Purchaser shall order at the prices and discounts indicated, exclusive of all Federal, State, and local taxes.

All Contract purchase orders shall show the State Purchasing Contract number, Commodity Code number, Line number, description of item, quantity, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D. CONTRACTOR PERFORMANCE – Agencies shall report any Contractor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the Contractor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS – Special and general conditions are enclosed for your information.

**Contractors Awarded:**

Baker & Taylor, Inc. (A)  
Barnes & Noble (A)  
Brodart Company (A)  
Cengage Learning, Inc.  
Central Programs Inc. d/b/a Gumdrop Books  
Children's Plus, Inc. (A)  
Coughlan Companies, Inc dba Capstone  
Davidson Titles, Inc. (A)  
Delaney Educational Enterprises, Inc.  
DEMCO, Inc (A)  
Earley Learning Systems, Inc.  
Follett Library Resources, Inc. (A)  
Ingram Library Services, Inc. (A)  
Junior Library Guild (A)  
Library Video Co. (C)  
Mackin Book Company d/b/a Mackin Library Media (A)  
Magazine Subscription Services Agency (B)  
Midwest Tape, LLC (B)  
Mumford Library Books  
Perma-Bound Books (A)  
ProQuest LLC  
Quality Books Inc. (A)  
Rainbow Book Company (A)  
Salem Press  
Scholastic Library Publishing, Inc (A)  
The Booksource (A)  
The Rosen Publishing Group, Inc. (A)  
Unique Books, Inc. (A)  
W.E. Falk Books, Inc. (M)  
W.T. Cox Subscriptions (A)  
World Book, Inc. (A)

**AMENDMENT NO.: 17**  
**RENEWAL NO.: 4**  
Library Materials  
State Term Contract No.: 715-001-07-1

**This Amendment No. 17** ("Amendment"), effective on March 1, 2015 or the date fully executed, to the Library Materials, State Term Contract No. 715-001-07-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and xxxx ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

**WHEREAS** the Department awarded the above referenced Contract to the Contractor for the provisions of Library Materials; and

**WHEREAS** the Parties agree to renew the contract as provided in section 4.26 of State Term Contract No. 715-001-07-1; and

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties amend the Contract as follows:

**1. Contract Amendment.**

Pursuant to Section 4.26, State Term Contract No. 715-001-07-1 is renewed for a period of two (2) years at the same terms and conditions, with a new contract expiration date of February 28, 2017.

**2. Conflict.**

To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**3. Warrant of Authority.**

Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**4. Effect.**

Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida,**  
**Department of Management Services:**

**Contractor: xxxxxx**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Chad Poppell

**Name:** \_\_\_\_\_

**Title:** Secretary

**Title:** \_\_\_\_\_

**Date:** 1/30/2015

**Date:** \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-9625

County Administrator's Report 13. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/21/2016

Issue: PD 15-16.015 Library Materials

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval: *AS for JB*

**RECOMMENDATION:**

Recommendation Concerning the Purchase of Library Materials - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board authorize the utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1, for the purchase of materials for the West Florida Public Libraries from the following vendors at the estimated annual amounts detailed below:

Brodart Company	\$145,000
Midwest Tape, LLC	\$65,000
The Gale Group d/b/a Thomson Gale	\$10,000
Quality Books, Inc.	\$5,000

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601]

**BACKGROUND:**

The Invitation to Bid PD15-16.015 Library Materials was advertised in the Pensacola News Journal on November 16, 2015 per the Policies and Procedure for Utilizing State Contracts PP130. No responses were received on bid opening date of December 11, 2015. Multiple vendors are available on the previously bid Department of Management Services State Contract for Library Materials #715-001-07-1 which is in effect until 02/28/17. The West Florida Public Libraries will obtain costs from various suppliers on the agreement to purchase materials at the most favorable rate to the County. The purchase of books and materials is part of the budget for operating supplies for the West Florida Public Libraries and is funded by the Library Fund 113.

**BUDGETARY IMPACT:**

Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A



**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Invitation to Bid PD15-16.015 Library Materials was advertised in the Pensacola News Journal on November 16, 2015 per the Policies and Procedure for Utilizing State Contracts PP130. No responses were received on bid opening date of December 11, 2015. Multiple vendors are available on the previously bid Department of Management Services State Contract for Library Materials #715-001-07-1 which is in effect until 02/28/17. The West Florida Public Libraries will obtain costs from various suppliers on the agreement to purchase materials at the most favorable rate to the County. The purchase of books and materials is part of the budget for operating supplies for the West Florida Public Libraries and is funded by the Library Fund 113.

**IMPLEMENTATION/COORDINATION:**

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II Purchases and Contracts and Purchasing Policy and Procedure PP130.

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**Attachments**

State Agreement

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	PRICE SHEET - DISCOUNT /PRICE	DOMESTIC / INTERNATIONAL	CATEGORIES
	Library Materials 715-001-07-1		
Row ID	Vendors	%	Library Materials Offered
3	Baker & Taylor, Inc.	42%	In-Print Books/ Trade
4	Barnes & Noble	0-25%	In-Print Books/ Trade
6	Brodart Company	44%	In-Print Books/ Trade
9	Children's Plus, Inc.	0%	In-Print Books/ Trade
7	Capstone Press	0%	In-Print Books/ Trade
14	Davidson Titles, Inc.	20%	In-Print Books/ Trade
15	Delaney Educational Productions	10%	In-Print Books/ Trade
16	DEMCO, Inc.	0%	In-Print Books/ Trade
18	Early Learning Systems	25%	In-Print Books/ Trade
21	Follett Library Resources, Inc.	0%	In-Print Books/ Trade
28	Ingram Library Services, Inc.	40%	In-Print Books/ Trade
29	Junior Library Guild	30%	In-Print Books/ Trade
33	Library Video Company	0%	In-Print Books/ Trade
34	Mackin Book Company d/b/a Mackin Library Media	20%	In-Print Books/ Trade
35	Magazine Subscription Services Agency	0%	In-Print Books/ Trade
37	Midwest Tape, LLC	0%	In-Print Books/ Trade
38	Mumford Library Books	Net-70%	In-Print Books/ Trade
43	Perma-Bound Books	22%	In-Print Books/ Trade
46	ProQuest LLC	0%	In-Print Books/ Trade
47	Quality Books, Inc.	0%	In-Print Books/ Trade
48	Rainbow Book Company	0%	In-Print Books/ Trade
50	Scholastic Library Publishing, Inc.	40%	In-Print Books/ Trade
54	The Booksource	30%	In-Print Books/ Trade
56	The Gale Group d/b/a Thomson Gale	0%	In-Print Books/ Trade
58	The Rosen Publishing Group	25%	In-Print Books/ Trade
59	Unique Books, Inc.	0%	In-Print Books/ Trade
60	W.E. Falk Books, Inc.	10%	In-Print Books/ Trade
62	World Book, Inc.	3%	In-Print Books/ Trade
64	Baker & Taylor, Inc.	0%	In-Print Books / Scientific
65	Barnes & Noble	0-25%	In-Print Books / Scientific
66	Brodart Company	12%	In-Print Books / Scientific
67	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Scientific

68	Children's Plus, Inc.	0%	In-Print Books / Scientific
70	Davidson Titles, Inc.	5%	In-Print Books / Scientific
71	Delaney Educational Productions	0%	In-Print Books / Scientific
72	Early Learning Systems	25%	In-Print Books / Scientific
75	Follett Library Resources, Inc.	0%	In-Print Books / Scientific
78	Ingram Library Services, Inc.	10%	In-Print Books / Scientific
80	Mackin Book Company d/b/a Mackin Library Media	0%	In-Print Books / Scientific
82	Midwest Tape, LLC	0%	In-Print Books / Scientific
83	Mumford Library Books	Net-70%	In-Print Books / Scientific
86	Quality Books, Inc.	12%	In-Print Books / Scientific
88	The Rosen Publishing Group	25%	In-Print Books / Scientific
89	Unique Books, Inc.	5-20%	In-Print Books / Scientific
90	W.E. Falk Books, Inc.	5%	In-Print Books / Scientific
91	World Book, Inc.	3%	In-Print Books / Scientific
93	Baker & Taylor, Inc.	0%	In-Print Books / Technical
94	Barnes & Noble	0-25%	In-Print Books / Technical
95	Brodart Company	12%	In-Print Books / Technical
96	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Technical
97	Children's Plus, Inc.	0%	In-Print Books / Technical
99	Davidson Titles, Inc.	5%	In-Print Books / Technical
100	Delaney Educational Productions	0%	In-Print Books / Technical
103	Follett Library Resources, Inc.	0%	In-Print Books / Technical
106	Ingram Library Services, Inc.	10%	In-Print Books / Technical
108	Mackin Book Company d/b/a Mackin Library Media	5%	In-Print Books / Technical
110	Midwest Tape, LLC	0%	In-Print Books / Technical
111	Mumford Library Books	Net-70%	In-Print Books / Technical
114	Quality Books, Inc.	12	In-Print Books / Technical

116	The Rosen Publishing Group	25%	In-Print Books / Technical
117	Unique Books, Inc.	5-20%	In-Print Books / Technical
118	W.E. Falk Books, Inc.	10%	In-Print Books / Technical
119	World Book, Inc.	3-8%	In-Print Books / Technical
121	Baker & Taylor, Inc.	0%	In-Print Books / Law
122	Barnes & Noble	0-25%	In-Print Books / Law
123	Brodart Company	12%	In-Print Books / Law
124	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Law
125	Children's Plus, Inc.	0%	In-Print Books / Law
127	Davidson Titles, Inc.	0%	In-Print Books / Law
128	Delaney Educational Productions	0%	In-Print Books / Law
131	Follett Library Resources, Inc.	0%	In-Print Books / Law
134	Ingram Library Services, Inc.	10%	In-Print Books / Law
136	Mackin Book Company d/b/a Mackin Library Media	0%	In-Print Books / Law
138	Midwest Tape, LLC	0%	In-Print Books / Law
139	Mumford Library Books	Net-70%	In-Print Books / Law
142	Quality Books, Inc.	12%	In-Print Books / Law
143	Rainbow Book Company	25%	In-Print Books / Law
145	The Rosen Publishing Group	25%	In-Print Books / Law
146	Unique Books, Inc.	5-20%	In-Print Books / Law
147	W.E. Falk Books, Inc.	0%	In-Print Books / Law
148	World Book, Inc.	3-8%	In-Print Books / Law
150	Baker & Taylor, Inc.	0%	In-Print Books / Text
151	Barnes & Noble	0-25%	In-Print Books / Text
152	Brodart Company	12%	In-Print Books / Text
153	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Text
154	Children's Plus, Inc.	0%	In-Print Books / Text
156	Davidson Titles, Inc.	0%	In-Print Books / Text
157	Delaney Educational Productions	0%	In-Print Books / Text
160	Follett Library Resources, Inc.	0%	In-Print Books / Text
163	Ingram Library Services, Inc.	10%	In-Print Books / Text
165	Mackin Book Company d/b/a Mackin Library Media	0%	In-Print Books / Text
167	Midwest Tape, LLC	0%	In-Print Books / Text
168	Mumford Library Books	Net-70%	In-Print Books / Text
172	The Rosen Publishing Group	25%	In-Print Books / Text
173	W.E. Falk Books, Inc.	5%	In-Print Books / Text
175	Baker & Taylor, Inc.	0%	In-Print Books / References
176	Barnes & Noble	0-25%	In-Print Books / References

177	Brodart Company	12%	In-Print Books / References
178	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / References
179	Children's Plus, Inc.	0%	In-Print Books / References
181	Davidson Titles, Inc.	5%	In-Print Books / References
182	Delaney Educational Productions	0%	In-Print Books / References
185	Follett Library Resources, Inc.	0%	In-Print Books / References
190	Ingram Library Services, Inc.	10%	In-Print Books / References
192	Mackin Book Company d/b/a Mackin Library Media	5%	In-Print Books / References
194	Midwest Tape, LLC	0%	In-Print Books / References
195	Mumford Library Books	Net-70%	In-Print Books / References
196	None	0%	In-Print Books / References
198	Perma-Bound Books	22%	In-Print Books / References
200	Quality Books, Inc.	12%	In-Print Books / References
201	Rainbow Book Company	25%	In-Print Books / References
203	Salem Press	15%	In-Print Books / References
204	Scholastic Library Publishing, Inc.	40%	In-Print Books / References
206	The Booksource	30%	In-Print Books / References
208	The Gale Group d/b/a Thompson Gale *Additional information on discounting & special offers may be found on company website: www.gale.com	Additional information on discounting & specials may be found on company website:www.gale.co m	In-Print Books / References
209	The Rosen Publishing Group	25%	In-Print Books / References
210	Unique Books, Inc.	5-20%	In-Print Books / References
211	W.E. Falk Books, Inc.	10%	In-Print Books / References
212	World Book, Inc.	3%	In-Print Books / References
214	Baker & Taylor, Inc.	0%	In-Print Books / Encyclopedias
215	Barnes & Noble	0-25%	In-Print Books / Encyclopedias
216	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Encyclopedias

217	Children's Plus, Inc.	0%	In-Print Books / Encyclopedias
219	Davidson Titles, Inc.	5%	In-Print Books / Encyclopedias
220	Delaney Educational Productions	10%	In-Print Books / Encyclopedias
221	Early Learning Systems	25%	In-Print Books / Encyclopedias
224	Follett Library Resources, Inc.	0%	In-Print Books / Encyclopedias
229	Junior Library Guild	20%	In-Print Books / Encyclopedias
231	Mackin Book Company d/b/a Mackin Library Media	5%	In-Print Books / Encyclopedias
232	Midwest Tape, LLC	0%	In-Print Books / Encyclopedias
233	Mumford Library Books	Net-70%	In-Print Books / Encyclopedias
234	None	0%	In-Print Books / Encyclopedias
235	Perma-Bound Books	22%	In-Print Books / Encyclopedias
237	Rainbow Book Company	25	In-Print Books / Encyclopedias
240	The Gale Group d/b/a Thomson Gale	Additional information on discounting & specials may be found on company website:www.gale.co m	In-Print Books / Encyclopedias
241	The Rosen Publishing Group	25%	In-Print Books / Encyclopedias
242	Unique Books, Inc.	5-20%	In-Print Books / Encyclopedias
243	W.E. Falk Books, Inc.	0%	In-Print Books / Encyclopedias
244	World Book, Inc.	3%	In-Print Books / Encyclopedias
246	Barnes & Noble	0-25%	In-Print Books / Handbooks
247	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Handbooks
248	Children's Plus, Inc.	0%	In-Print Books / Handbooks
250	Davidson Titles, Inc.	5%	In-Print Books / Handbooks
251	Delaney Educational Productions	0%	In-Print Books / Handbooks
252	Early Learning Systems	25%	In-Print Books / Handbooks
257	Junior Library Guild	20%	In-Print Books / Handbooks
260	Midwest Tape, LLC	0%	In-Print Books / Handbooks

261	Mumford Library Books	Net-70%	In-Print Books / Handbooks
264	Quality Books, Inc.	12%	In-Print Books / Handbooks
266	The Gale Group d/b/a Thompson Gale	Additional information on discounting & specials may be found on company website:www.gale.com	In-Print Books / Handbooks
267	The Rosen Publishing Group	25%	In-Print Books / Handbooks
268	Unique Books, Inc.	5-20%	In-Print Books / Handbooks
269	W.E. Falk Books, Inc.	10%	In-Print Books / Handbooks
270	World Book, Inc.	3%	In-Print Books / Handbooks
272	Baker & Taylor, Inc.	0%	In-Print Books / University Press Publications
273	Barnes & Noble	0-25%	In-Print Books / University Press Publications
274	Brodart Company	12%	In-Print Books / University Press Publications
275	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / University Press Publications
276	Children's Plus, Inc.	0%	In-Print Books / University Press Publications
278	Davidson Titles, Inc.	10%	In-Print Books / University Press Publications
279	Delaney Educational Productions	0%	In-Print Books / University Press Publications
282	Follett Library Resources, Inc.	0%	In-Print Books / University Press Publications
285	Ingram Library Services, Inc.	13%	In-Print Books / University Press Publications
287	Mackin Book Company d/b/a Mackin Library Media	10%	In-Print Books / University Press Publications
289	Midwest Tape, LLC	0%	In-Print Books / University Press Publications
290	Mumford Library Books	Net-70%	In-Print Books / University Press Publications



292	Unique Books, Inc.	5-20%	In-Print Books / University Press Publications
293	W.E. Falk Books, Inc.	5%	In-Print Books / University Press Publications
295	Baker & Taylor, Inc.	0%	In-Print Books / Society or Association Publications
296	Barnes & Noble	0-25%	In-Print Books / Society or Association Publications
297	Brodart Company	12%	In-Print Books / Society or Association Publications
298	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Society or Association Publications
299	Children's Plus, Inc.	0%	In-Print Books / Society or Association Publications
301	Delaney Educational Productions	0%	In-Print Books / Society or Association Publications
304	Follett Library Resources, Inc.	0%	In-Print Books / Society or Association Publications
307	Ingram Library Services, Inc.	10%	In-Print Books / Society or Association Publications
309	Midwest Tape, LLC	0%	In-Print Books / Society or Association Publications
310	Mumford Library Books	Net-70%	In-Print Books / Society or Association Publications
312	Unique Books, Inc.	5-20%	In-Print Books / Society or Association Publications
313	W.E. Falk Books, Inc.	0%	In-Print Books / Society or Association Publications
314	Baker & Taylor, Inc.	Popular High Demand Trade Hardcover -42.10%	In-Print Books / Other
315	Baker & Taylor, Inc.	Popular High Demand Trade Paperback -35%	In-Print Books / Other
316	Baker & Taylor, Inc.	Popular Demand Mass Market Paperback- 35%	In-Print Books / Other
317	Baker & Taylor, Inc.	Single Edition Reinforced -15%	In-Print Books / Other

318	Baker & Taylor, Inc.	University Press Trade Editions -10%	In-Print Books / Other
319	Baker & Taylor, Inc.	Popular High Demand Spoken Word Audio on CD - 45%	In-Print Books / Other
320	Baker & Taylor, Inc.	Mainstream Text, Technical or Reference Materials- 5%	In-Print Books / Other
321	Baker & Taylor, Inc.	Small Press Editions and Titles of Limited Demand -0%	In-Print Books / Other
322	Baker & Taylor, Inc.	Standing Order Popular Trade Editions (profiled series) -20%	In-Print Books / Other
323	Baker & Taylor, Inc.	Standing Order Text, Technical, Reference, and Small Press Editions (profiled series)- 0%	In-Print Books / Other
324	Baker & Taylor, Inc.	Popular High Demand Spoken Word Audio Cassette- 45%	In-Print Books / Other
325	Baker & Taylor, Inc.	Book Leasing Services ( Subscription services)-Please see the following page, "Quantity section for pricing."	In-Print Books / Other
326	Brodart Company	Paperback- 40%	In-Print Books / Other
327	Central Programs Inc. d/b/a Gumdrop Books	0%	In-Print Books / Other
328	Children's Plus, Inc.	0%	In-Print Books / Other
331	Delaney Educational Productions	0%	In-Print Books / Other
332	DEMCO, Inc.	2007Catalog Reading Enrichment books pgs 398-443 -7%	In-Print Books / Other
333	DEMCO, Inc.	Webster & Other Dictionaries Pgs 309- 311 -7%	In-Print Books / Other
334	DEMCO, Inc.	Supply Items for the Library 2007 Catalog Pgs 2-207 - 15%	In-Print Books / Other

337	Follett Library Resources, Inc.	Renaissance Learning Products - 0%	In-Print Books / Other
338	Follett Library Resources, Inc.	Follett eBooks-0%	In-Print Books / Other
339	Follett Library Resources, Inc.	World Language Titles -0%	In-Print Books / Other
345	Ingram Library Services, Inc.	Short Discounted - 10%	In-Print Books / Other
346	Ingram Library Services, Inc.	Net Titles -0%	In-Print Books / Other
347	Ingram Library Services, Inc.	Continuation Trade - 40%	In-Print Books / Other
348	Ingram Library Services, Inc.	Paperbacks -38%	In-Print Books / Other
353	Mackin Book Company d/b/a Mackin Library Media	Paperbacks-20%	In-Print Books / Other
354	Midwest Tape, LLC	0%	In-Print Books / Other
355	Mumford Library Books	Net-70%	In-Print Books / Other
360	W.E. Falk Books, Inc.	Mass Markets -- 10%	In-Print Books / Other
361	W.E. Falk Books, Inc.	Children's Books -- 10%	In-Print Books / Other
362	Barnes & Noble	0-25%	Out of Print Books
365	Ingram Library Services, Inc.	10%	Out of Print Books
367	Midwest Tape, LLC	0%	Out of Print Books
368	Mumford Library Books	Net-70%	Out of Print Books
370	ProQuest LLC	0%	Out of Print Books
372	W.E. Falk Books, Inc.	0%	Out of Print Books
373	Barnes & Noble	0-10%	Periodicals and Other Subscriptions
376	Davidson Titles, Inc.	0%	Periodicals and Other Subscriptions
384	Magazine Subscription Services Agency	25%	Periodicals and Other Subscriptions
385	Midwest Tape, LLC	0%	Periodicals and Other Subscriptions
386	Mumford Library Books	Net-70%	Periodicals and Other Subscriptions
388	The Gale Group d/b/a Thomson Gale	15%	Periodicals and Other Subscriptions
389	W.E. Falk Books, Inc.	0%	Periodicals and Other Subscriptions
390	W.T. Cox Subscriptions	* W.T. Cox Subscriptions 2007 Periodicals Catalog	Periodicals and Other Subscriptions
392	World Book, Inc.	3%	Periodicals and Other Subscriptions
397	Midwest Tape, LLC	0%	Periodical Back Files
399	W.E. Falk Books, Inc.	0%	Periodical Back Files
404	Midwest Tape, LLC	0%	Microforms
405	Mumford Library Books	Net-70%	Microforms
406	ProQuest LLC	0%	Microforms

408	The Gale Group d/b/a Thomson Gale	15%	Microforms
409	W.T. Cox Subscriptions	Some at no charge; Dependent upon publishers cost.	Microforms
411	Baker & Taylor, Inc.	25%	Other Visual Media (slides, cd rom, fims, dvd, etc.
412	Barnes & Noble	0-10%	Other Visual Media (slides, cd rom, fims, dvd, etc.
413	BBC Audiobooks America	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
414	Central Programs Inc. d/b/a Gumdrop Books	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
421	Cox Subscriptions DBA W.T. Cox Subscriptions	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
422	Davidson Titles, Inc.	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
423	DEMCO, Inc.	7%	Other Visual Media (slides, cd rom, fims, dvd, etc.
425	Early Learning Systems	25%	Other Visual Media (slides, cd rom, fims, dvd, etc.
427	Follett Library Resources, Inc.	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
431	Ingram Library Services, Inc.	25%	Other Visual Media (slides, cd rom, fims, dvd, etc.
433	Library Video Company	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
434	Mackin Book Company d/b/a Mackin Library Media	5%	Other Visual Media (slides, cd rom, fims, dvd, etc.
435	Midwest Tape, LLC	20%	Other Visual Media (slides, cd rom, fims, dvd, etc.
436	Mumford Library Books	Net-70%	Other Visual Media (slides, cd rom, fims, dvd, etc.
438	Perma-Bound Books	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.
439	Rainbow Book Company	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.

442	The Gale Group dba Thompson Gale	<u>*Additional information on discounting &amp; special offers may be found on company website:</u> <a href="http://www.gale.com">www.gale.com</a>	Other Visual Media (slides, cd rom, fims, dvd, etc.)
443	Unique Books, Inc.	5-20%	Other Visual Media (slides, cd rom, fims, dvd, etc.)
444	W.E. Falk Books, Inc.	0%	Other Visual Media (slides, cd rom, fims, dvd, etc.)
445	World Book, Inc.	3%	Other Visual Media (slides, cd rom, fims, dvd, etc.)
447	Baker & Taylor, Inc.	30%	Sound Recording (disc, tape, cd rom, dvd, etc.)
448	Barnes & Noble	0-10%	Sound Recording (disc, tape, cd rom, dvd, etc.)
449	Central Programs Inc. d/b/a Gumdrop Books	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
450	Children's Plus, Inc.	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
452	Cox Subscriptions DBA W.T. Cox Subscriptions	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
453	Davidson Titles, Inc.	10%	Sound Recording (disc, tape, cd rom, dvd, etc.)
456	Follett Library Resources, Inc.	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
459	Library Video Company	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
460	Mackin Book Company d/b/a Mackin Library Media	5%	Sound Recording (disc, tape, cd rom, dvd, etc.)
461	Midwest Tape, LLC	10%	Sound Recording (disc, tape, cd rom, dvd, etc.)
462	Mumford Library Books	Net-70%	Sound Recording (disc, tape, cd rom, dvd, etc.)
463	Perma-Bound Books	0%	Sound Recording (disc, tape, cd rom, dvd, etc.)
466	Unique Books, Inc.	5-20%	Sound Recording (disc, tape, cd rom, dvd, etc.)
467	W.E. Falk Books, Inc.	10%	Sound Recording (disc, tape, cd rom, dvd, etc.)
468	World Book, Inc.	3-8%	Sound Recording (disc, tape, cd rom, dvd, etc.)
470	Central Programs Inc. d/b/a Gumdrop Books	0%	Video Tape Recordings
472	Cox Subscriptions DBA W.T. Cox Subscriptions	0%	Video Tape Recordings
473	Davidson Titles, Inc.	10%	Video Tape Recordings
475	Follett Library Resources, Inc.	0%	Video Tape Recordings
477	Human Relations Media Center, Inc.	13%	Video Tape Recordings

478	Ingram Library Services, Inc.	25%	Video Tape Recordings
480	Library Video Company	0%	Video Tape Recordings
481	Mackin Book Company d/b/a Mackin Library Media	5%	Video Tape Recordings
482	Midwest Tape, LLC	20%	Video Tape Recordings
483	Mumford Library Books	Net-70%	Video Tape Recordings
484	Perma-Bound Books	0%	Video Tape Recordings
485	Quality Books, Inc.	12	Video Tape Recordings
488	Unique Books, Inc.	5-20%	Video Tape Recordings
489	W.E. Falk Books, Inc.	10%	Video Tape Recordings
491	Barnes & Noble	0-25%	Charts, Maps, Globes, Atlases
493	Cox Subscriptions DBA W.T. Cox Subscriptions	0%	Charts, Maps, Globes, Atlases
494	DEMCO, Inc.	7%	Charts, Maps, Globes, Atlases
495	Early Learning Systems	1%	Charts, Maps, Globes, Atlases
498	Midwest Tape, LLC	0%	Charts, Maps, Globes, Atlases
499	Mumford Library Books	Net-70%	Charts, Maps, Globes, Atlases
502	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on company website: <a href="http://www.gale.com">www.gale.com</a>	Charts, Maps, Globes, Atlases
503	W.E. Falk Books, Inc.	5%	Charts, Maps, Globes, Atlases
504	World Book, Inc.	3%	Charts, Maps, Globes, Atlases
505	Barnes & Noble	0-25%	Musical Scores
508	Midwest Tape, LLC	0%	Musical Scores
509	Mumford Library Books	Net-70%	Musical Scores
510	Quality Books, Inc.	12%	Musical Scores
512	Barnes & Noble	0-25%	Sheet Music
516	Midwest Tape, LLC	0%	Sheet Music
517	Mumford Library Books	Net-70%	Sheet Music
520	Baker & Taylor, Inc.	15%	Pre-Bound Books
521	Barnes & Noble	0-25%	Pre-Bound Books
522	Brodart Company	Sagebrush Books- 20%	Pre-Bound Books
523	Central Programs Inc. d/b/a Gumdrop Books	0%	Pre-Bound Books
524	Children's Plus, Inc.	0%	Pre-Bound Books
526	Davidson Titles, Inc.	10%	Pre-Bound Books
527	Delaney Educational Productions	22%	Pre-Bound Books
528	Early Learning Systems	25%	Pre-Bound Books

529	Follett Library Resources, Inc.	0%	Pre-Bound Books
531	Ingram Library Services, Inc.	38%	Pre-Bound Books
533	Mackin Book Company d/b/a Mackin Library Media	20%	Pre-Bound Books
534	Magazine Subscription Services Agency	0%	Pre-Bound Books
536	Midwest Tape, LLC	0%	Pre-Bound Books
537	Mumford Library Books	Net-70%	Pre-Bound Books
539	Perma-Bound Books	22%	Pre-Bound Books
540	Quality Books, Inc.	12%	Pre-Bound Books
541	Rainbow Book Company	25%	Pre-Bound Books
545	The Booksource	30%	Pre-Bound Books
547	Unique Books, Inc.	5-20%	Pre-Bound Books
548	W.E. Falk Books, Inc.	0%	Pre-Bound Books
549	World Book, Inc.	3%	Pre-Bound Books
552	Baker & Taylor, Inc.	15%	Publisher's Library Bindings
553	Barnes & Noble	0-25%	Publisher's Library Bindings
555	Brodart Company	20%	Publisher's Library Bindings
556	Capstone Press	25%	Publisher's Library Bindings
557	Central Programs Inc. d/b/a Gumdrop Books	0%	Publisher's Library Bindings
558	Children's Plus, Inc.	0%	Publisher's Library Bindings
560	Davidson Titles, Inc.	25%	Publisher's Library Bindings
561	Follett Library Resources, Inc.	0%	Publisher's Library Bindings
565	Ingram Library Services, Inc.	13%	Publisher's Library Bindings
566	Junior Library Guild	30%	Publisher's Library Bindings
568	Lerner Publishing Group	25%	Publisher's Library Bindings
569	Library Video Company	0%	Publisher's Library Bindings
570	Mackin Book Company d/b/a Mackin Library Media	15%	Publisher's Library Bindings
572	Midwest Tape, LLC	0%	Publisher's Library Bindings
573	Mumford Library Books	Net-70%	Publisher's Library Bindings
574	Perma-Bound Books	22%	Publisher's Library Bindings
576	Quality Books, Inc.	0%	Publisher's Library Bindings
578	Scholastic Library Publishing, Inc.	35%	Publisher's Library Bindings
584	The Rosen Publishing Group	25%	Publisher's Library Bindings



585	W.E. Falk Books, Inc.	10%	Publisher's Library Bindings
586	World Book, Inc.	3%	Publisher's Library Bindings
587	Baker & Taylor, Inc.	Please see the following link, "Quantity" section for per unit processing prices	Pre-Processed Books
588	Brodart Company	includes attached jacket, spine label & complete catalog card set)- \$.99	Pre-Processed Books
589	Capstone Press	*Attached or unattached library processing is \$12.00 per order or FREE on orders over \$350. This includes either Automation Kit (barcode, spine label, and MARC record) or Catalog Card Kits (shelflist, main entry, author, title, subject, borrower cards, spine label, pocket)	Pre-Processed Books
590	Central Programs Inc. d/b/a Gumdrop Books	0%	Pre-Processed Books
591	Children's Plus, Inc.	0%	Pre-Processed Books
594	Davidson Titles, Inc.	0%	Pre-Processed Books
595	Delaney Educational Productions	35%	Pre-Processed Books
596	Early Learning Systems	25%	Pre-Processed Books
597	Follett Library Resources, Inc.	Contact Follett Library Resources	Pre-Processed Books
600	Ingram Library Services, Inc.	1.19%	Pre-Processed Books
603	Mackin Book Company d/b/a Mackin Library Media	15%	Pre-Processed Books
604	Midwest Tape, LLC	0%	Pre-Processed Books
605	Mumford Library Books	Net-70%	Pre-Processed Books
607	Perma-Bound Books	0%	Pre-Processed Books
609	Quality Books, Inc.	12%	Pre-Processed Books
610	Rainbow Book Company	25%	Pre-Processed Books
615	The Booksource	30%	Pre-Processed Books

616	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on our company website: <a href="http://www.gale.com">www.gale.com</a>	Pre-Processed Books
618	The Rosen Publishing Group	25%	Pre-Processed Books
619	Baker & Taylor, Inc.	Please see the following link, "Quantity" section for per unit processing prices	Book Processing
620	Barnes & Noble	0%	Book Processing
621	Brodart Company	Automated Processing (includes attached jacket, spine label, one barcode label & MARC record)-\$.89	Book Processing
622	Brodart Company	Attached Jackets- \$.60	Book Processing
623	Brodart Company	Loose Jackets- \$.55	Book Processing
624	Brodart Company	Durlam (paperback conversion)- \$4.50	Book Processing
625	Brodart Company	Dura Guard (paperback reinforcement) -\$2.00	Book Processing
626	Brodart Company	Property Stamp (per location)- \$.10	Book Processing
627	Brodart Company	Theft Detection (3M or checkpoint)- \$.45	Book Processing
628	Capstone Press	0%	Book Processing
629	Central Programs Inc. d/b/a Gumdrop Books	0%	Book Processing
630	Children's Plus, Inc.	0%	Book Processing
631	Davidson Titles, Inc.	0%	Book Processing
632	Follett Library Resources, Inc.	\$ 0.69 automated	Book Processing
636	Ingram Library Services, Inc.	\$0.99	Book Processing
638	Library Video Company	0%	Book Processing
640	Midwest Tape, LLC	0%	Book Processing
641	Mumford Library Books	Net-70%	Book Processing
643	Perma-Bound Books	0%	Book Processing
645	Quality Books, Inc.	25%	Book Processing
646	Salem Press	FREE	Book Processing
647	Scholastic Library Publishing, Inc.	FREE	Book Processing
650	The Booksource	0%	Book Processing

652	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on our company website: <a href="http://www.gale.com">www.gale.com</a>	Book Processing
654	The Rosen Publishing Group	10%	Book Processing
655	Unique Books, Inc.	0%	Book Processing
656	Baker & Taylor, Inc.	Please see Ordering Instructions, "Quantity" section for per unit processing prices	Machine Readable Cataloging
657	Barnes & Noble	0%	Machine Readable Cataloging
658	Brodart Company	\$0.25	Machine Readable Cataloging
659	Central Programs Inc. d/b/a Gumdrop Books	0%	Machine Readable Cataloging
660	Davidson Titles, Inc.	0%	Machine Readable Cataloging
661	Delaney Educational Productions	No Charge	Machine Readable Cataloging
662	Early Learning Systems	20%	Machine Readable Cataloging
663	Follett Library Resources, Inc.	No Charge	Machine Readable Cataloging
666	Ingram Library Services, Inc.	\$0.35	Machine Readable Cataloging
669	Mackin Book Company d/b/a Mackin Library Media	Free with book purchases	Machine Readable Cataloging
670	Midwest Tape, LLC	0%	Machine Readable Cataloging
671	Mumford Library Books	Net-70%	Machine Readable Cataloging
672	Perma-Bound Books	0%	Machine Readable Cataloging
674	Quality Books, Inc.	12%	Machine Readable Cataloging
675	Rainbow Book Company	25%	Machine Readable Cataloging
678	The Booksource	0%	Machine Readable Cataloging
679	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on our company website: <a href="http://www.gale.com">www.gale.com</a>	Machine Readable Cataloging
681	The Rosen Publishing Group	10%	Machine Readable Cataloging

683	Davidson Titles, Inc.	0%	Custom Web-Based Library Products
684	DEMCO, Inc.	7%	Custom Web-Based Library Products
685	Follett Library Resources, Inc.	www.titlewave.com No Charge	Custom Web-Based Library Products
686	Ingram Library Services, Inc.	10%	Custom Web-Based Library Products
689	Midwest Tape, LLC	0%	Custom Web-Based Library Products
690	Mumford Library Books	Net-70%	Custom Web-Based Library Products
692	Perma-Bound Books	0%	Custom Web-Based Library Products
695	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on our company website: www.gale.com	Custom Web-Based Library Products
696	World Book, Inc.	3%	Custom Web-Based Library Products
700	Follett Library Resources, Inc.	0%	Subscription Based, Internet Delivered Products
701	Ingram Library Services, Inc.	0%	Subscription Based, Internet Delivered Products
704	Midwest Tape, LLC	0%	Subscription Based, Internet Delivered Products
705	Mumford Library Books	Net-70%	Subscription Based, Internet Delivered Products
708	Salem Press	15%	Subscription Based, Internet Delivered Products
710	The Gale Group d/b/a Thomson Gale	15%	Subscription Based, Internet Delivered Products
711	The Rosen Publishing Group	0%	Subscription Based, Internet Delivered Products
712	World Book, Inc.	3-8%	Subscription Based, Internet Delivered Products
714	Barnes & Noble	0-10%	Electronic Books
716	Central Programs Inc. d/b/a Gumdrop Books	0%	Electronic Books
718	Follett Library Resources, Inc.	0%	Electronic Books
721	Ingram Library Services, Inc.	10%	Electronic Books
724	Midwest Tape, LLC	0%	Electronic Books
725	Mumford Library Books	Net-70%	Electronic Books
727	Perma-Bound Books	0%	Electronic Books

730	The Gale Group d/b/a Thomson Gale	*Additional information on discounting & special offers may be found on our company website: <a href="http://www.gale.com">www.gale.com</a>	Electronic Books
731	The Rosen Publishing Group	0%	Electronic Books
732	W.E. Falk Books, Inc.	0%	Electronic Books
733	World Book, Inc.	3%	Electronic Books
735	Baker & Taylor, Inc.	0%	Audio Books
736	Barnes & Noble	0-25%	Audio Books
738	Brodart Company	40%	Audio Books
739	Capstone Press	"INTERACTIVE MEDIA"-25%	Audio Books
740	Central Programs Inc. d/b/a Gumdrop Books	0%	Audio Books
741	Central Programs Inc. d/b/a Gumdrop Books	0%	Audio Books
747	Davidson Titles, Inc.	10%	Audio Books
749	Follett Library Resources, Inc.	0%	Audio Books
752	Ingram Library Services, Inc.	45%	Audio Books
755	Library Video Company	0%	Audio Books
757	Mackin Book Company d/b/a Mackin Library Media	5%	Audio Books
758	Midwest Tape, LLC	0%	Audio Books
759	Mumford Library Books	Net-70%	Audio Books
761	Perma-Bound Books	0%	Audio Books
762	Scholastic Library Publishing, Inc.	10%	Audio Books
766	The Rosen Publishing Group	0%	Audio Books
767	Unique Books, Inc.	5-20%	Audio Books
768	W.E. Falk Books, Inc.	10%	Audio Books

LIST NUMBER	MULTILINGUAL OPTIONS
Listing	Language
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1	Spanish, French
1	Spanish
1	None
1	Spanish, French
1	Spanish
1	None
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1b	None



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20	None
20	None
20	Spanish, French
20	None
20	None
20	Spanish
20	Spanish, French



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11163

County Administrator's Report 17. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: BluE Arbor Temp Labor

From: John Shelton, Director's Aide

Organization: Library Services

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2016/2017 Purchase Orders in Excess of \$50,000, for the West Florida Public Libraries - Todd Humble, Library Services Department Director

That the Board approve the issuance of individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the West Florida Public Libraries, as follows:

Blue Arbor, Inc. \$355,350

Vendor Number: 023818

Temporary Employment Services

Cost Center: 110501

Object Code: 53401

Contract: PD 14-15.041

Dynamic Security Services \$64,526

Vendor Number: 042841

Security for the Pensacola and  
Westside Libraries

Cost Center: 110501

Object Code: 53401

Contract: PD 15-16.051

American Facility Services, Inc. \$91,312

Vendor Number: 012106

Janitorial Services

Cost Center: 110501

Object Code: 53401

Contract: PD 10-11.049

[Funding: Fund 113, Library Fund, Cost Center 110501]

**BACKGROUND:**

Attached are contracts the County has in place with above noted service vendors. American Facility Services will be adding Century Branch Library, Tryon Branch Library, and Genealogy Library to their cleaning contract this year.

**BUDGETARY IMPACT:**

Funding: Fund 113, Library Fund, Cost Center 110501

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy, via Escambia County Code of Ordinances Chapter 46 Article II, Section 46-64, requires Board approval of contracts and/or awards in the amount of \$50,000 or greater.

**IMPLEMENTATION/COORDINATION:**

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II Purchases and Contracts and Purchasing Policy and Procedure PP130.

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**Attachments**

Dynamic Contract

Dynamic Adendum

American Services Contract

Blue Arbor Contract

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# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Security Services for County Buildings BID #PD 15-16.051													
Bid Opening Time: 10:30 a.m. CDT Bid Opening Date: 6/15/2016 Bid Opening Location: Rm 11.407		Cover Sheet/ Acknow	Bid Bond or Check	Drug-Free Work- place Form	Info Sheet for Transactions & Conveyances Corporation ID	Acknowled of Addenda	Sworn Statement Pursuant to Section 287.133(3) (a), FL Statutes on Entity Crimes	Standard Security Armed Guard Per hour	Standard Security Supervisor Un-Armed Guard Per hour	Standard Security Supervisor Armed Per hour	Standard Security Supervis or Un-Armed Per hour	Correction Officer Armed Per Hour	Correction Officer Un-Armed Per hour	Correction Supervisor Armed Per hour	Correctional Supervisor Un-Armed Per hour
All Pro Security, LTD		Y	Check	Y	Y	Y	Y	\$17.68	\$13.68	\$19.68	\$15.68	N/A	\$16.49	N/A	\$19.49
Dynamic Security Services		Y	Bond	Y	Y	Y	Y	\$14.11	\$12.32	\$15.56	\$13.62	\$15.85	\$15.84	\$16.86	\$16.53
G4S Security Solutions		Y	Bond	Y	Y	Y	Y	\$19.58	\$17.82	\$20.99	\$19.20	\$22.40	\$20.92	\$23.80	\$22.33
Signal 88 Security		Y	Check	Y	Y	Y	Y	\$16.00	\$14.00	\$16.00	\$14.00	\$16.00	\$14.00	\$16.00	\$14.00
Securitas Security Services		Y	Bond	Y	Y	Y	Y	\$15.92	\$12.78	\$17.40	\$14.50	\$21.75	\$16.67	\$21.75	\$20.30
American Guard Services		Y	Bond	Y	Y	Y	Y	\$15.94	\$13.14	\$17.14	\$14.44	\$17.74	\$13.74	\$17.74	\$15.14
Giddens Guard Services		Y	Check	Y	Y	Y	Y	\$14.89	\$13.89	\$14.98	\$14.28	\$16.28	\$16.10	\$16.48	\$16.28
No Bid – Weiser Security Services, Inc.															
No Bid - US Security Associates															
BIDS OPENED BY:		Lester L. Boyd, Purchasing Specialist      DATE: 6/15/2016													
BIDS TABULATED BY:		Lori Kistler, SOSA      DATE: 6/15/2016													
BIDS WITNESSED BY:		Lori Kistler, SOSA      DATE: 6/15/2016													

CAR  
DATE 7/19/2016

BOCC  
DATE 7/19/2016

The Purchasing Manager recommends to the BCC: To award a Contract to Dynamic Security, Inc.

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.

Notes:

Posted @ 12:30 p.m. CDT, 6/29/2016

  
LLB/lk



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

213 PALAFOX PLACE 2<sup>nd</sup> Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

TELEFAX (850) 595-4805

<http://www.myescambia.com/departments/purchasing>



Claudia Simmons  
*Purchasing Manager*

June 02, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 2:**

**Re: SECURITY SERVICES FOR VARIOUS COUNTY BUILDINGS**

We recently advertised a "Invitation to Bid" on the above-mentioned specification, **Security Services for Various County Buildings, PD 15-16.051.**

This **Addendum #2:**

- A. Provides for the definition & explanation to the Security areas operating hours, and quantity of Security Officers to man these work areas, from questions on Monday's, (June 1, 2016), Solicitation Pre-Bid meeting.

This Addendum also defines whether the Security Officers should be (Armed, or Un-Armed) within the same designated Secure work areas.

- B. The following is a list for work area 'Hours of Operations', as defined by the Contract manager, and other Department Managers with the need for Security Officers.

**Addendum # 2**

**PD 15-16.051 Security Service for Various Buildings**

**June 1, 2016**

**Page 1 of 2**

**Hours of Operation:**

**Ernie Lee Magaha Building  
221 Palafox Place  
Pensacola, Florida 32502**

**Normal Hours: Monday through Friday  
7:00 a.m. until 6:00 p.m.**

**Exceptions: 2/3 Night Meetings Per Month**

**1<sup>st</sup> and 3<sup>rd</sup> Thursday Night Board of County Commissioners  
Meeting – Normally end by 8:00 p.m. but can last until 11:00  
p.m.**

**2<sup>nd</sup> Tuesday – MSPB – Normally out by 6:00 p.m. but can last until 7:00 p.m.**

January through March – Homestead Exemption opened on  
Saturdays from 8:30 a.m. until 12:30 p.m.

Elections – On election days (08/30/16 and 11/08/16) we are  
opened from 6:00 a.m. until 9:00 p.m.

**Quote for Unarmed Guard(s)**

Cobb Building  
2251 North Palafox Street  
Pensacola, Florida 32501

Normal Hours: Monday through Friday  
8:00 a.m. until 5:00 p.m.

**Quote for Armed and Unarmed Guard(s) (Two Quotes)**

West Florida Public Library  
239 West Gregory Street  
Pensacola, Florida 32502

Normal Hours: Monday through Thursday  
10:00 a.m. until 8:30 p.m.

Friday and Saturday  
10:00 a.m. until 4:30 p.m.

Sunday  
12:00 p.m. until 4:30 p.m.

Addendum # 2  
PD 15-16.051 Security Service for Various Buildings  
June 1, 2016  
Page 2 of 2

West Side Library  
1301 West Gregory Street  
Pensacola, Florida 32502

Normal Hours: Monday through Thursday  
10:45 a.m. through 7:15 p.m.

Friday  
10:45 a.m. through 4:30 p.m.

Saturday  
9:45 a.m. through 3:15 p.m.

**Quote for Armed and Unarmed Guard(s) (Two Quotes)**



Please remember when placing your bid, I would like to see it broken out into:

- What the cost per hour is for an armed guard?
- What the cost per hour is for an unarmed guard?
- Restroom and Lunch Breaks covered for the guard(s) at the Ernie Lee Magaha Building
- Please remember that hours could change and additional building(s) may be added in the future to this contract. That's why I would like to see the cost per guard broken out.
- Procedures in place if a guard doesn't show up or calls in sick.
- Reference List for similar security jobs (Not required but extremely helpful.)
- Cell phone number for the person responsible for administering the contract.

Solicitors must return one copy of the Addendum 2, with original signature, with your bid as an acknowledgement of your having received the same. You may photo copy for your record.

Sincerely,



Lester L. Boyd  
Purchasing Specialist

COMPANY: \_\_\_\_\_  
SIGNED BY: \_\_\_\_\_

LLB/llb



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

**OFFICE OF PURCHASING**

213 PALAFOX PLACE, 2<sup>nd</sup> Floor – Pensacola, FL 32502

P.O. BOX 1591

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CLAUDIA SIMMONS

*Purchasing Manager*

**CERTIFICATION OF CONTRACT**

**TITLE: Custodial Services for County Buildings**

**CONTRACT NO.: 10-11.049**

**AWARD DATE: 8/4/2011**

**EFFECTIVE DATE: October 1, 2011**

**AWARD: That the Board award a 3 year Contract to American Facility Services, Inc. for Custodial Services for County Buildings, PD 10-11.049, in accordance with the terms and conditions of the solicitation and annual appropriation of funds for approximately \$617,000 per year for Facilities Maintenance, \$30,000 for the Road Department, and \$38,000 for the Solid Waste Department.**

**STATUS: 8/4/2011 BCC approved**

**CONTRACTOR(S): American Facility Services, Inc.**

**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, PHONE: (850) 595-4878, FAX: (850) 595-4807, SUNCOM NUMBER (850-695)-4878, E-MAIL: [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us)**

- A. AUTHORITY - Upon affirmative action taken by the Board of County Commissioners on 8/4/2011, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. EFFECT - This contract was entered into to provide economies in the purchase of custodial services as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. CONTRACTOR PERFORMANCE - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. VENDOR PERFORMANCE EVALUATION FORM - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

## **ORDERING INSTRUCTIONS**

### **American Facility Services, Inc.**

ALL ORDERS SHOULD BE DIRECTED TO: Kevin McCann

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 58-1950842

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: \_\_\_\_\_

VENDOR NAME: America Facility Services, Inc.

STREET ADDRESS OR P.O. BOX: 1325 Union Hill Industrial Court, Ste. A

CITY, STATE, ZIP CODE: Alpharetta, GA 30004

CONTACT PERSON: Kevin McCann

PHONE #: 770-740-1613 TOLL FREE#: \_\_\_\_\_ FAX#: 770-475-7720

E-MAIL ADDRESS: virginaAFS@bellsouth.net

HOME PAGE ADDRESS: www.americanfacilityservices.com

EMERGENCY CONTACT PERSON: Mark Thompson

PHONE#: 770-318-4318 CELL#: \_\_\_\_\_ PAGER#: \_\_\_\_\_

DISASTER SERVICE CONTACT PERSON: Mark Thompson

HOME ADDRESS: \_\_\_\_\_

HOME PHONE#: \_\_\_\_\_ CELL#: \_\_\_\_\_ PAGER#: \_\_\_\_\_

TERMS OF PAYMENT: NET 30 DAYS X 2% 10th PROX \_\_\_\_\_

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: \_\_\_\_\_ Yes \_\_\_\_\_ No

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: \_\_\_\_\_ Yes \_\_\_\_\_ No

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
CUSTODIAL SERVICES FOR COUNTY BUILDINGS  
SPECIFICATION PD 10-11.049**

- 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)
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- PROVIDE A LETTER FROM A SURETY COMPANY LICENSED TO ISSUE BONDS IN THE STATE OF FLORIDA OR THAT HAS AN AGENT LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S BONDING CAPACITY AND BONDING RATING
- ATTACH CURRENT DUN & BRADSTREET FINANCIAL REPORT INCLUSIVE OF DUN & BRADSTREET RATING OR OTHER EVIDENCE OF FINANCIAL STABILITY
- 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
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

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  
PAYMENT AND PERFORMANCE BONDS

- 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**

**CUSTODIAL SERVICES FOR COUNTY BUILDINGS**

**SPECIFICATION NUMBER PD 10-11.049**

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, June 9, 2011

A Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 on Thursday, May 26, 2011 at 10:00 a.m., CDT. All bidders are encouraged to attend.

**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**

Kevin W. White, Chairman  
Wilson B. Robertson, Vice Chairman  
Grover Robinson, IV  
Gene Valentino  
Marie Young

**Procurement & Technical Assistance:**

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4807  
<http://www.myescambia.com/Bureaus/ManagementServices/Purchasing.html>

**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**

<p><b>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.</b></p>
--

**CUSTODIAL SERVICES FOR COUNTY BUILDINGS**  
**PD 10-11.049**

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**Forms marked with an (\* Asterisk) must be returned with Offer.**

**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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Drug Free Workplace Form **	12
Information Sheet for Transactions and Conveyances Corporation Identification **	13
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Special Terms and Conditions	17
Scope of Work	29
Exhibit A – Quality Control Inspection Report	

# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND AWARD FORM**

ESCAMBIA COUNTY FLORIDA

### **SUBMIT OFFERS TO:**

**JOE PILLITARY, CPPO, CPPB**

Invitation to Bid

### **Purchasing Coordinator**

Office of Purchasing, 2nd Floor, Room 11.101

**CUSTODIAL SERVICES FOR COUNTY BUILDINGS**

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4878 Fax No: (850) 595-4807

**SOLICITATION NUMBER: PD 10-11.049**

## **SOLICITATION**

MAILING DATE: Monday, May 16, 2011

PRE-BID CONFERENCE: Thursday, May 26, 2011 at 10:00a.m., CDT

OFFERS WILL BE RECEIVED UNTIL: Thursday, June 9, 2011 at 3:00p.m., CDT 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: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

BID BOND ATTACHED \$ \_\_\_\_\_

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

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 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 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 assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*

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 10-11.049**  
**CUSTODIAL SERVICES FOR COUNTY BUILDINGS**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for CUSTODIAL SERVICES FOR COUNTY BUILDINGS 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:

<b>Bldg #</b>	<b>Building / Location</b>	<b>Frequency / Days of Cleaning</b>		<b>Monthly / Yearly Totals</b>	
14	4 H Camp - Auditorium 4810 W. Nine Mile Rd Pensacola, FL 32526	1	Tue	\$ per month, x 12 =	\$ / Year
13	4 H Club Bathhouse 4810 W. Nine Mile Rd Pensacola, FL 32526	1	Tue	\$ per month, x 12 =	\$ / Year
71	Agricultural Extension Services 3740 Stefani Rd. Pensacola, FL 32501	5	M - F	\$ per month, x 12 =	\$ / Year
46	Animal Shelter 200 W. Fairfield Dr. Pensacola, FL 32501	5	M - F	\$ per month, x 12 =	\$ / Year
179A	Archives Building 120 E. Blount St. Pensacola, FL 32501	5	M - F	\$ per month, x 12 =	\$ / Year
223	Barrineau Park Comm. Ctr. 6055 Barrineau Park School Rd. Molino, FL 32577	1	Tue	\$ per month, x 12 =	\$ / Year
73	Beulah Community Center 7425 Woodside Rd. Pensacola, FL 32526	2	M / Wed	\$ per month, x 12 =	\$ / Year
4	Big Lagoon Sheriff Station 12950 Gulf Beach Hwy Pensacola, FL 32507	1	S or S	\$ per month, x 12 =	\$ / Year
123	Bryneville Community Center 1701 Hwy 4A Century, FL 32535	1	Wed	\$ per month, x 12 =	\$ / Year

295	Central Office Complex 3363 W. Park Place Pensacola, FL 32503	5	M - F	\$___ per month, x 12 =	\$_____ / Year
61	Century Courthouse 7500 N. Century Blvd Century, FL 32535	2	Tue / Thur	\$___ per month, x 12 =	\$_____ / Year
65	Century EMS 6029 Industrial Blvd. Century, FL 32535	1	Thur	\$___ per month, x 12 =	\$_____ / Year
130	Community Probation 2251 N. Palafox Pensacola, FL 32501	5	M - F	\$___ per month, x 12 =	\$_____ / Year
56	Court Administration 100 Maxwell Street Pensacola, FL 32501	5	M - F	\$___ per month, x 12 =	\$_____ / Year
62	Davisville Community Center 10200 Hwy 97 Bratt, FL 32535	1	S or S	\$___ per month, x 12 =	\$_____ / Year
63	Dorrie Miller Community Center 2819 N. Miller St Pensacola, FL 32503	5	M - F	\$___ per month, x 12 =	\$_____ / Year
241	Ebonwood Com. Center 3511 W. Scott St. Pensacola, FL 32505	2	Tue / Thur	\$___ per month, x 12 =	\$_____ / Year
66	Employee Health Clinic 2257 N. Baylen Pensacola, FL 32501	5	M - F	\$___ per month, x 12 =	\$_____ / Year
231	EMS @ Osceola Fire 2601 Massachusetts Pensacola, FL 32505	2	M / Thu	\$___ per month, x 12 =	\$_____ / Year
256	EMS-Hayes 1135 W Hayes A Pensacola, FL 32501	2	M / Thu	\$___ per month, x 12 =	\$_____ / Year
68	Englewood Community Center 2751 N H St Pensacola, FL 32501	2	Tue / Fri	\$___ per month, x 12 =	\$_____ / Year

121	Ensley Sheriff Station 97 Hood Dr. Pensacola, FL 32534	2	M / Thu	\$___ per month, x 12 =	\$_____ / Year
189	Equestrian Center Admin 7750 Mobile Hwy. Pensacola, FL 32526	1	S or S	\$___ per month, x 12 =	\$_____ / Year
242	Escambia County Gov't Complex-NOB 221 Palafox Pl. Pensacola, FL 32502	5	M - F	\$___ per month, x 12 =	\$_____ / Year
258	ECGC/ NOB Parking Garage 49 W. Intendencia Pensacola, FL 32501	1	F	\$___ per month, x 12 =	\$_____ / Year
179	Facilities Management 100 E. Blount St. Pensacola, FL 32526	5	M - F	\$___ per month, x 12 =	\$_____ / Year
72	Felix Miga Center 904 N. 57th Pensacola, FL 32506	5	M - F	\$___ per month, x 12 =	\$_____ / Year
203	Government Complex I - Office 1651 N. Nine Mile Rd. Pensacola, FL 32514	5	M - F	\$___ per month, x 12 =	\$_____ / Year
80	JJC Detention Center	5	M - F	\$___ per month, x 12 =	\$_____ / Year
	Juvenile Justice Center	5	M - F	\$___ per month, x 12 =	\$_____ / Year
	Juvenile Justice Ctr / JAC	5	M - F	\$___ per month, x 12 =	\$_____ / Year
	1800 St. Marys Ave. Pensacola, FL 32502				
255	Leonard Street Maintenance 1135 N. Hayes Pensacola, FL 32501	1	S or S	\$___ per month, x 12 =	\$_____ / Year
267	Lexington Terrace Community Center 700 S. Old Corry Field Pensacola, FL 32523	2	M / Thu	\$___ per month, x 12 =	\$_____ / Year
181	Marie Ella Davis Community Center 16 Raymond St. Pensacola, FL 32507	1	S or S	\$___ per month, x 12 =	\$_____ / Year

49	Matt Langley Bell 213 S. Palafox Pensacola, FL 32501	5	M - F	\$___ per month, x 12 =	\$_____ / Year
217	Mayfair Community Center 701 S. Madison Fr. Pensacola, FL 32505	2	W / S	\$___ per month, x 12 =	\$_____ / Year
124	Molino Sheriff Station 5844 N. Hwy 29 Pensacola, FL 32577	2	W / S	\$___ per month, x 12 =	\$_____ / Year
260	Mosquito Control 601 Hwy 297A Cantonment, FL 32533	1	F	\$___ per month, x 12 =	\$_____ / Year
153	Oak Grove Community Center 2550 Hwy 99 Oak Grove, FL 32568	1	F	\$___ per month, x 12 =	\$_____ / Year
59	Old Courthouse 223 S. Palafox St. Pensacola, FL 32501	5	M - F	\$___ per month, x 12 =	\$_____ / Year
178	Ordons/Orvis Complex 201 S. Palafox St. Pensacola, FL 32501	5	M - F	\$___ per month, x 12 =	\$_____ / Year
139	Pensacola Beach Sheriff Station 43 Ft. Pickens Rd. Pensacola, FL 32561	3	M / W /F	\$___ per month, x 12 =	\$_____ / Year
6	Pleasant Grove EMS 9350 Old Gulf Beach Hwy Pensacola, FL 32507	1	S or S	\$___ per month, x 12 =	\$_____ / Year
224	Public Safety 6575 N. W St. Pensacola, FL 32505	5	M - F	\$___ per month, x 12 =	\$_____ / Year
185	Quintette Community Center 2490 Quintette Lane Cantonment, FL 32533	1	S or S	\$___ per month, x 12 =	\$_____ / Year
55	Rebuild Northwest Florida 150 W. Maxwell Pensacola, FL 32501	5	M - F	\$___ per month, x 12 =	\$_____ / Year

113	Sheriff Admin 1700 W. Leonard St. Pensacola, FL 32501	5	M - F	\$ per month, x 12 =	\$ / Year
179	Supervisor of Elections 100 E. Blount St. Pensacola, FL 32501	2	Tue / Thur	\$ per month, x 12 =	\$ / Year
157	Walnut Hill Community Center 7850 Hwy 97 Walnut Hill, FL 32568	1	S or S	\$ per month, x 12 =	\$ / Year
182	Walnut Hill Sheriff Station 7850 Hwy 97 Walnut Hill, FL 32568	2	Tue / Thur	\$ per month, x 12 =	\$ / Year
173	Wind Mitigation Bldg. 3740 Stefani Rd. Pensacola, FL 32501	5	M - F	\$ per month, x 12 =	\$ / Year
45	Sheriff Visitation - begin 7/12 1190 W. Leonard St. Pensacola, FL 32501	5	M - F	\$ per month, x 12 =	\$ / Year
293	Wedgewood Community Center - begin 5/12 3420 Pinestead Rd Pensacola, FL 32501	2	Tue / Fri	\$ per month, x 12 =	\$ / Year
292	Molino Community Center - begin 7/12 6450 Hwy. 95A North Cantonment, FL 32577	2	Tue / Fri	\$ per month, x 12 =	\$ / Year
	Molino Tax C / Prop A - begin 7/12 6450 Hwy. 95A North Cantonment, FL 32577	5	M - F	\$ per month, x 12 =	\$ / Year
	Warrington Sheriff Substation - begin 10/13 West side location Pensacola, FL	2	Tue / Thur	\$ per month, x 12 =	\$ / Year
	Perdido Key Community Center - begin 10/13 15500 Perdido Key Dr. Pensacola, FL 32507	2	Tue / Thur	\$ per month, x 12 =	\$ / Year
<b>Grand Total</b>					<b>\$ / Year</b>

**AUTHORIZED ADDITIONAL WORK for:**  
**Vinyl Composition Tile, Ceramic tile and Carpet Cleanings**

VCT: Strip / Wax (4 coats) \$ \_\_\_\_\_ per sq. ft.

Ceramic: Scrub \$ \_\_\_\_\_ per sq. ft.

Carpet: Shampoo \$ \_\_\_\_\_ per sq. ft.

**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 \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Terms of Payment

(Check one) Net 30 Days \_\_\_\_ 2% 10th Prox \_\_\_\_

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:

<u>Permit</u>	<u>Cost</u>
NA	
_____	_____
_____	_____
_____	_____

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

Person to contact for emergency service:

Phone/Cell/Pager #: \_\_\_\_\_

\_\_\_\_\_

Person to contact for disaster service:

Home Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone/Cell/Pager #: \_\_\_\_\_

\_\_\_\_\_

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **\$1,000.00.**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**indicate which statement applies.**)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**attach a copy of the final order**)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

#### Check one:

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One)  
Yes or No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

**Name of Corporation** (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ E-mail: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, 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)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

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 to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 10-11.049, "Custodial Services for County Buildings", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by



telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **Scope of Work**

Escambia County is seeking a professional custodial company that will be responsible and reliable in services the various County buildings.

## **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

## **3. Bonds**

### **Performance and Payment Bonds**

The County **shall** require the successful offeror(s) to furnish (**separate performance and payment bonds/a performance bond**), under pledge of adequate surety and covering up to **(100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Procurement Questions**

Procurement and technical questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850) 595-4878, (850) 595-4807 no later than 5:00 p.m., CDT, June 1, 2011.

5. **Bid**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Pre-Solicitation Conference will be held at the Office of Purchasing 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on Thursday, May 26, 2011 at 10:00 a.m. CDT.

7. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from David Wheeler, Facilities Management, Director, (850) 595-3190, Fax (850) 595-3192.

8. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

9. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the

medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

15. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

<b>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.</b>
---

16. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed with three (3) options for twelve (12) month extensions total six (6) years. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 6.5 years.

18. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

19. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

20. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

21. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

22. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

23. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

24. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$4,999.99 per individual transaction.

The County can issue vouchers for less than \$4,999.99 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

25. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1.Experience record showing the offeror's training and experience in similar work.
- 2.List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 3.List of equipment and facilities available to do the work.
- 4.List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

26. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

27. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

28. **Award**

Award shall be made on an "all-or-none total" basis.

29. **Service**

Services to be performed as stated in solicitation and as notified by Facilities Management. The service will depend upon the County's need at the time of request.

30. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

31. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

32. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

33. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

34. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.



## **Insurance Requirements**

### **35. Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County ' s acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and

on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**Fidelity/Dishonesty/Liability Coverage - for County**

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

36. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs 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 Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any

one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. 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 made. 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.

37. **Bonding/Financial Capacity (shall)**

The County (shall) require the offeror to:

Provide a letter from a surety company licensed to issue bonds in the State of Florida or that has an agent licensed to do business in the State of Florida indicating the offeror's bonding capacity and bonding rate.

Attach current Dun & Bradstreet financial report inclusive of Dun & Bradstreet rating or other evidence of financial stability.

## **SCOPE OF WORK CUSTODIAL SERVICES FOR VARIOUS COUNTY BUILDINGS**

Contractor shall provide all labor, supplies and equipment to perform required services. The scope is defined as cleaning and maintaining all interior areas and exterior entrances for the building under contract unless otherwise specified in writing by Facilities Management.

DEFINED TASK: The following tasks defined as general cleaning shall be deemed the "Scope of Work" for the purposes of this bid.

### **Office/Conference Areas (Each Occurrence):**

- Trash Receptacles – Empty trash in designated areas, replace liners in the receptacle.
- Sanitize telephone and telephone handsets.
- Remove trash from behind doors and entrance ways.
- Vacuum all carpeted areas.
- Spot clean carpet (as spots appear).
- Clean and dust all room furniture and fixtures.
- Wash interior windows (as needed).
- Dust all spaces (Do not move or rearrange papers on office desks or work surfaces).
- Wipe and clean air diffusers, returns, and grilles associated with the building's heating, ventilating, and air conditioning systems.
- Wipe and clean ceiling light fixture covers (as needed).
- Recycle Receptacles – Empty recyclables to designated areas.

### **Resilient Floor Area (Each Occurrence):**

- Sweep floors.
- Dust mop marble, hardwood, and ceramic floors with dust treatment.
- Damp mop vinyl tile or resilient floors with germicidal floor cleaner.
- Spray buff vinyl tile or resilient flooring, as needed to maintain a high luster with no scuff marks.
- Wall Baseboards – Clean and keep free of dust and wax build up.

### **Gymnasium Floor Area (Each Occurrence):**

- Dust mop flooring with appropriate dust treatment.
- Damp mop flooring with appropriate cleaner.
- Wall Baseboards – Clean and keep free of dust and dirt build up.

### **Carpet Floor Areas (Each Occurrence):**

- Vacuum all carpeted areas.
- Spot clean carpet (as spots appear).
- Wall Baseboards – Clean and keep free of dust build up.

### **Entrance and Common Areas (Each Occurrence):**

- Vacuum carpets and carpet runners.
- Remove trash and replace trash receptacle liners.
- Clean and sanitize all water fountains.
- Clean restrooms (As per restroom cleaning requirements).
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Empty and wipe clean trash and cigarette butt receptacles at exterior entrances.
- Wash exterior windows, store fronts, and doors at building entrances (inside and out).
- Clean, sweep, and wash down exterior entrances up to 25 feet from doors.

**Janitorial Storage Closets (Each Occurrence):**

- Mops rinsed clean after use and hung properly to air dry.
- Room cleaned and equipment neatly stored.
- Trash and combustible materials removed.
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Properly store all cleaning solvents and agents.
- Ensure janitorial sink faucets and fill hoses are properly secured.

**Break Room and Kitchen Areas (Each Occurrence):**

- Empty trash receptacles and replace liners.
- Clean counter tops, sinks, tables and chairs with germicidal cleaner.
- Wipe down countertop appliances (coffee machines, microwave ovens, etc.) with the manufacturer's approved cleaning product.
- Wipe down refrigerator, stove, and dishwasher's exteriors with the manufacturer's approved cleaning product.
- Recycling Receptacles – Empty all recyclables and deliver to designated dumpster/receptacle location.
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Scrub and maintain a brilliant shine on all stainless steel and chrome (sinks and plumbing fixtures).

**Restrooms (Each Occurrence):**

- Empty trash receptacle and replace liner.
- Clean and sanitize sinks/lavatories.
- Clean and disinfect toilets/commodos.
- Clean and disinfect urinals. Waterless urinals are to be cleaned in accordance with the manufacturer's recommended procedures.
- Clean mirrors.
- Spot clean walls and toilet partitions.
- Dust tops of the partitions and other collectors.
- Sweep and damp mop floors with germicidal cleaner.
- Clean and sanitize infant changing stations.
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Refill and maintain adequate levels of soap, paper towels, toilet paper, and toilet seat dispenser covers.
- Clean and polish all chrome and bright work.
- Sanitize floor drains.

**Shower/Dressing Areas (Each Occurrence):**

- Empty trash receptacle and replace liner.
- Clean and sanitize shower walls, floors and curtains.
- Dust tops of the partitions and other collectors.
- Sweep and damp mop dressing area floors with germicidal cleaner.
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Refill and maintain adequate levels of soap and paper towels.
- Clean and polish all chrome and bright work.
- Sanitize floor drains.
- Clean mirrors.

**Parking Garage (As required):**

- Trash Receptacles at each elevator landing– Empty trash in designated areas, sanitize and replace liner in the receptacle.
- Sanitize elevator controls at each landing and inside of cab.
- Remove trash from behind doors in stairwells.
- Sweep stairwells from ground to roof level.
- Spot mop stairwells (as spots appear).
- Clean and polish interior of elevator cab.
- Sweep and wash vinyl flooring inside of elevator cab.

**Miscellaneous Duties (Each Occurrence):**

- Clean and sanitize water fountains. Scrub and maintain a brilliant shine on all stainless steel and chrome.
- Sanitize and disinfect desk top telephones and telephone handsets.
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Recycle Receptacles – Empty Recyclables to designated areas.

**Miscellaneous Duties (As required):**

- Polish all wood furniture, i.e. chairs, tables, desks, cabinets, etc.
- Clean and sanitize wall light switch plates.
- Remove fingerprints and pen marks from walls, doors, partitions, etc.
- Dust all picture frames.
- Clean window sills, wipe down fire extinguishers and emergency lights.
- Check for and remove cob webs.
- Clean air diffusers, returns, and all grilles (wall/ceiling).
- Area carpet shampooing is at the Owners discretion, and **ONLY** when requested by Facilities Management. No building occupant has the authority to request these services.
- Stripping and waxing of floors is at the Owners discretion, and **ONLY** when requested by Facilities Management. No building occupant has the authority to request these services.
- A minimum of four coats of high quality wax is to be applied in order to maintain a high luster and shine.

***“SPECIAL CONDITIONS”***

- The Contractor shall maintain a Material Data Safety Sheet (MSDS) file on all chemical and cleaning agents used in the performance of this contract. A copy of MSDS's shall be provided to the Facilities Management Branch prior to its use. Green products are highly encouraged to be used for the appropriate applications.
- The Contractor shall be responsible for LOST or STOLEN keys and security proximity cards issued to them. They may be financially responsible for reimbursement to the County for the replacement of any keys, cards, or locks due to the loss or theft. The Contractor shall maintain a Key Log of all of its locations and their employees that have been issued keys and cards to County buildings. Facilities Management may request a copy of the Key Log at their discretion. Key Boxes may be utilized in specific buildings to insure key control.
- All disinfectant agents and chemicals used by the contractor in the cleaning process shall be bactericidal, fungicidal, virucidal and tuberculocidal. Green seal certified products are highly encouraged to be used for the appropriate applications.



- All carpet shampooing and stripping and waxing of floors will be performed after hours, on weekends or holidays, unless other specific arrangements have been approved by Facilities Management. This additional work will be invoiced separately and written authorization by Facilities Management will accompany the invoice for payment. No additional work shall be performed without prior written authorization.
- It is the responsibility of the Contractor to ensure that all cleaning products are compatible and appropriate for the surfaces to be cleaned. The Contractor will be held responsible for the repair or replacement of any surfaces or items found to be damaged by the improper use of any product it provides.
- Buildings and area square footage can be added or deleted as deemed appropriate by Facilities Management.
- Frequencies of cleaning can be modified as deemed appropriate by Facilities Management.
- The Contractor shall be made available to clean the Board of County Commissioners chambers and surrounding areas after all scheduled meetings.
- The Contractor shall be willing to make accommodations to clean sensitive areas at specific days and times if requested by the building occupants. This may require being escorted and/or providing the services during the occupant's normal business hours.
- Quality Control inspections shall be performed routinely with documented results (exhibit A). A minimum of 20 inspections shall be performed each month and submitted as a part of the monthly invoicing procedure. Facilities Management will not process a monthly invoice without the accompanying completed quality control inspections.
- All vacuum cleaners shall be required to have a HEPA filtration system.
- Escambia County focuses on providing safe, effective and environmentally friendly products in all of their buildings. Green seal certified products are highly encouraged when deemed appropriate and effective for the task.

## Quality Control Inspection

Inspector Name: \_\_\_\_\_

Date: \_\_\_\_\_

Inspector Title: \_\_\_\_\_

Site Name: \_\_\_\_\_ Bldg.# \_\_\_\_\_

Score: Rate Quality of Work    1 = Unsatisfactory    2 = Needs Improvement    3 = Satisfactory    4 = Exceptional

Note: Any item receiving an "unsatisfactory" needs immediate corrective action and follow up reinspection.

S/S - Check box if area needs "Strip & Wax" or "Shampoo"

### Halls and Lobbies

Procedure or Area	S/S	Score	Corrective Action
Tile Floors - Clean / Free of Stains			
Carpet - Vacuumed / Spot Cleaned			
Baseboards			
Walls and Doors			
Glass			
Drinking Fountains			
Dusting			
High Dusting			
<b>Total</b>			

### Conference and Meeting Rooms

Procedure or Area	S/S	Score	Corrective Action
Tile Floors - Clean / Free of Stains			
Carpet - Vacuumed / Spot Cleaned			
Baseboards			
Chalk and White Boards			
Desk Tops			
Dusting			
High Dusting			
<b>Total</b>			

### Break Rooms

Procedure or Area	S/S	Score	Corrective Action
Tile Floors - Clean / Free of Stains			
Baseboards			
<b>Total</b>			

### Offices and Cubicles

Procedure or Area	S/S	Score	Corrective Action
Tile Floors - Clean / Free of Stains			
Carpet - Vacuumed / Spot Cleaned			
Baseboards			
Dusting			
High Dusting			
<b>Total</b>			

### Restrooms

Procedure or Area	S/S	Score	Corrective Action
Floors - Clean / Free of Stains			
Baseboards			
Mirrors			
Sinks/Counters			
Toilets/Urinals			
Walls, Partitions, and Doors			
<b>Total</b>			

### General

Procedure or Area	Yes/No	Corrective Action
Are the restrooms stocked after every service		
Is all of the trash being emptied during services		
Is your building being secured properly		

**Site Score:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## CERTIFICATION OF CONTRACT

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

#### OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor – Pensacola, FL 32502

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

CLAUDIA SIMMONS

*Purchasing Manager* TELEFAX (850) 595-4805

<http://www.myescambia.com/departments/purchasing>

## CERTIFICATION OF CONTRACT

**TITLE: Temporary Labor Services**

**CONTRACT NO.: PD 14-15.041**

**AWARD DATE: May 7, 2015**

**EFFECTIVE DATE: June 11, 2015**

**AWARD:** That the Board award a contract to Blue Arbor, Inc., and approve the Agreement between Escambia County and Blue Arbor, Inc., for the estimated annual amount of \$864,000, for a term of 12 months, with the option for two 12-month extensions, for a maximum term of 36 months

**STATUS:** (Chronological notations of the key events related to dates of effectiveness, renewals and extensions, etc.)

**CONTRACTOR(S): Blue Arbor, Inc.**

**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator; PHONE NUMBER: (850) 595-4878; E-MAIL: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com)**

- A. AUTHORITY - Upon affirmative action taken by the Board of County Commissioners on **May 7, 2015**, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. EFFECT - This contract was entered into to provide economies in the purchase of **Services** as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. CONTRACTOR PERFORMANCE - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. VENDOR PERFORMANCE EVALUATION FORM - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

## **ORDERING INSTRUCTIONS**

### **Blue Arbor, Inc.**

ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 56-1308931

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: 023818

VENDOR NAME: Blue Arbor, Inc.

STREET ADDRESS OR P.O. BOX: 5413 Morton Road P.O. Box 12780

CITY, STATE, ZIP CODE: New Bern, NC 28561

CONTACT PERSON: Lucine Moffett

PHONE #: 800-633-9715 FAX#: 252-638-5087

E-MAIL ADDRESS: lmoffett@bluearbor.com

HOME PAGE ADDRESS: www.bluearbor.com

EMERGENCY CONTACT PERSON: Lucine Moffett

CELL#: 252-514-5380

DISASTER SERVICE CONTACT PERSON: See Emergency Contact

TERMS OF PAYMENT: NET 30 DAYS

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: Yes

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: Yes

**BID FORM**  
**Specification Number PD 14-15.041**  
**Temporary Labor Services**

03/31/15

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Temporary Labor Services 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:

Worker's Comp Code  (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70	1.28	\$291.46
6217	Excavation & Drivers ( Solid Waste Department – Equipment Operator)	10	\$12.49	\$124.90	1.25	\$156.13
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90	1.25	\$136.13
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1	\$10.20	\$10.20	1.18	\$12.04
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30	1.18	\$223.37
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75	1.18	\$271.11
8810	Jail - Administration	1	\$14.67	\$14.67	1.18	\$17.31
7720	Jail – Corrections, Officers, Custodial	<del>12</del> 1	<del>\$13.42</del> \$16.63	<del>\$161.04</del> \$16.63	1.29	\$21.46
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16	1.18	\$68.63
8831	Hospital – Veterinary - & Drivers ( Kennel Technician)	4	\$11.25	\$45.00	1.29	\$58.05
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70	1.25	\$154.63

9102	Park - (Maintenance Worker, Technician)	8	\$11.25	\$90.00	1.25	\$112.50
9403	Garbage, Ashes or Refuse Collection & Drivers (Landfill Service Worker)	6	\$10.98	\$65.88	1.28	\$84.33
9410	Municipal, Township, County or State Employee (NOC - Not otherwise Classified) - (Engineer Project Coordinator, Engineer)	6	\$23.82	\$142.92	1.23	\$175.79
Total of Column (7) - Total Bid Amount						\$1,782.92

(Source for the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.)  
 \*The Billable Rate Factor for all categories listed is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug test (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate. The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. Example: \$10.00 (Hourly Pay Rate) X 1.33 (Billable Factor) = \$13.30 (Hourly Bill Rate).

**\*Submittals with any deviation from this format will be disqualified.**  
 All costs associated with tests, background checks, etc. (not listed in A 1-4) performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County and should not be included in the billable factor.

The Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.

#### SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  
 Document Number F05000000624

Occupational License No. '0000608906

Florida DBPR Contractor's License, Certification and/or  
 Registration No. N/A

Type of Contractor's License, Certification and/or  
 Registration N/A

Expiration Date: \_\_\_\_\_

Terms of Payment  
 (Check one) Net 30 Days ☒ 2% 10th Prox \_\_\_\_\_

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
NA	

Bidder: Blue Arbor, Inc.

By: Lucine Moffett

Signature: Lucine Moffett

Title: President

Address: P.O. Box 12780 5413 Morton Rd  
New Bern, NC 28561

Person to contact concerning this bid:  
Lucine Moffett

Phone/Toll Free/Fax # 800-633-9715  
(cell) 252-514-5380 (fax) 252-638-5087

E-Mail Address: lmoffett@bluearbor.com

Home Page Address: www.bluearbor.com

Person to contact for emergency service:

Lucine Moffett  
 Phone/Cell/Pager #: 252-514-5380

Person to contact for disaster service:

Lucine Moffett  
 Home Address: 2006 Downing Drive  
Pensacola, FL 32505  
 Home Phone/Cell/Pager #: 252-514-5380



**BOARD OF COUNTY COMMISSIONERS**

**ESCAMBIA COUNTY, FLORIDA**

**OFFICE OF PURCHASING**

213 PALAFOX PLACE, 2<sup>nd</sup> Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

(850) 595-4805

<http://www.myscambia.com/solicitations>

CLAUDIA SIMMONS, CPPO

*Purchasing Manager*



March 30, 2015

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: **Temporary Labor Services**  
**Specification Number PD 14-15.041**

Bidders:

**This Addendum #1 for the following:**

**Add Scope of Work (attached):**

**Remove and Replace Page 4 (attached) of Bid Form:**

**Answers to Vendor's Questions**

- Q. How will you calculate the final tabulation results for award - (1) Average of all Billable Rate Factors – Column 6 of Bid Form, (2) Average of Total Dollars – Column 7 of Bid Form, or (3) other method?
- A. Please contact the Office of Purchasing, Multiply the "Billable Rate Factor Column" (6) by the "Total by Comp Column" (5) and place that amount in the "Total by Comp Code Column" (7).
- Q. Have the Billable Rate Factors increased since the 2012 award? If so, what are the current Billable Rate Factors?
- A. Please visit our website [www.myscambia.com](http://www.myscambia.com) then click on Vendor then Solicitations (for the current contract for this RFP) click on Existing Contracts.
- Q. Workers' Comp Code 7720 was not included in the 2012 bid. What is the original Billable Rate Factor (when first added to this scope of work)?
- A. The jail was acquired after the original solicitation and award – we do not currently have any jail positions on temporary (3<sup>rd</sup> party) labor assignments.
- Q. What is the accident/injury/incident history for this contract since 2012?
- A. Unknown, these are not County employees but employees of the agencies.
- Q. Column 3 of the Bid Form provides number of employees. Does this represent the number of employees per week? If not, what period of time does this cover?
- A. No, this is based on trend and an average over a year.
- Q. What are the total billable hours per Workers' Comp Code for 2013?

Addendum 1

14-15.041



A. Approximately \$1,727,089 was paid on this contract during this period.

Q. What are the total billable hours per Workers' Comp Code for 2014?

A. \$884,990 was paid out to Blue Arbor, Inc. for this Temporary Service provider

I see no mention for the participating staffing services to address the Affordable Care Act. We have expended thousands of dollars and man-hours to insure understanding of and compliance with the ACA, particularly as it relates to the relationship between a staffing service and its' customer.

The cost for the ACA in 2016 for employers with 50 or more full-time employees will take one of two forms: (1) pay ACA penalties or (2) provide an ACA compliant health insurance plan, making it affordable to employees by paying the applicable amount of premium required to meet the affordability test based on annual employee wages.

For 2015 we have an ACA Surcharge for all customers per straight-time hour billed rather than an increase in the percentage markup per hour. This per hour ACA Surcharge provides the most transparent method and traceable data for our clients and is noted as a separate line item on our invoices. It also provides the least expensive option to the customer.

As an example, if the hourly ACA Surcharge is \$.20 per straight-time hour billed, you know the charge is \$.20 per hour for every employee assigned, regardless of the employee pay rate. If a percentage markup is included for the ACA, you pay more for the ACA; 5% ACA charge x \$9.19 pay = \$.46 per hour while a 5% ACA charge x \$23.82 pay = \$1.19 per hour. An ACA percentage markup would also be calculated on overtime hours, adding even more costs to you.

Q. Will you add a requirement to PD 14-15.041, asking for (1) the methodology for addressing the ACA and costs associated with the ACA, (2) the methodology for the ACA rate calculation and (3) the ACA bill rate to the County?

A. No

Q. We are unable to locate A-1-4, noting the required drugs screen and background check criteria. Will you provide the specific requirements?

A. Yes, requirements vary according to the job.

Q. Will you provide the required PPE for each of the Workers' Comp Code categories?

A. Not for this bid as the required PPE is variable depending on assignment

Q. How is the County currently handling temporary staffing needs?

A. Blue Arbor, Inc. – formerly Temporary Employee Services, Inc. (TESI)

Q. Is there an incumbent supplier? If so, please provide current billable rates?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI) – Please see attached bid tabulation sheet on website [www.myscambria.com](http://www.myscambria.com).

Q. What is the anticipated annual volume of this contract, in hours or dollars? Anticipated need per category?

A. Unknown at this time – The needs of the department and other factors vary.

Q. Regarding background checks and drug screening, we have the capability to mirror the County's requirements for internal personnel or other parameters that the County chooses. What are the minimum screening parameters expected for each candidate? Is an additional level of screening required for certain positions – such as drivers or jail personnel.

A. Please see Scope of Work section in the solicitation – some positions may require additional screenings.

Q. Who is the current incumbent?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)

Q. What has been the annual spend for each of the past three years?

A. Approximately \$3M (depends on the need) - FY 13/14 the amount paid out on this contract was \$884,990.

- Q. Does the current vendor have an office in county and is it a contract requirement?  
A. Yes
- Q. Will the site supervisor be on site at the counties offices? does that mean you will provide an office?  
A. No, No
- Q. What is the current contract rate factor for each of the bid positions?  
A. Please see attached bid tabulation form on website [www.myescambia.com](http://www.myescambia.com)
- Q. Will this be a single vendor award or multiple awards?  
A. Single vendor
- Q. If you are providing the pay rates, please explain the purpose of exhibits A, B, C and D?  
A. The rates are averages for those particular jobs. The exhibits (pay rates) are what the County presently pays for those positions and can be used as a guideline - rates of pay may be higher or lower.
- Q. Have the positions listed on Pages 3 & 4 been part of a solicitation in the past?  
A. Yes
- Q. How may we obtain a copy of the Bid Tabulation showing the amounts Bid by each responder the last time the positions on Pages 3 & 4 were part of a solicitation?  
A. Please see attached bid tabulation form.
- Q. Please identify which positions on pages 3 & 4 require licensing by the Florida Department of Business and Professional Regulation?  
A. Not aware of any
- Q. Please identify if any of the temporaries utilized by Escambia County will be required to  
A. Hydro blasting - No  
Working on Roofs - No  
Work on/or erect Scaffolding more than (6' feet) off the ground or work surface - No  
USL&H Work - No  
Jones Act Work - No  
Heavy Demolition Work - No  
Work More Than (6) feet above the Ground or Work Surface Above Ground - No  
Tunneling - No  
Asbestos Abatement - No  
Mold Removal - No  
Working With Hot Chemicals - No  
Tree Trimming - Yes  
Operating Heavy Equipment/Motorized Equipment - Yes  
Work on Garbage Trucks - No
- Q. Driving Vehicles on Public Streets (We understand that several of the positions on Pages 3 & 4 have the word "DRIVERS" in the position description but will they really be DRIVING?)  
A. Some positions require driving – those individuals will need a valid driver's license
- Q. Is there any way to find out approximately temporaries you use is a given week or month?  
A. Several departments utilize the temporary service and the need varies.
- Q. Is there a break down by category (i.e. clerical, light industrial, heavy industrial, professional)?  
A. Please see page 4 of the solicitation (Bid Form)
- Q. Have there been any adjustments on the current contract in the past 2 years?

Addendum 1

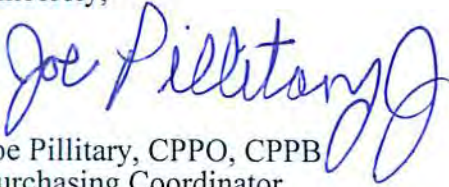
14-15.041

- A. There was an amendment to the agreement to change the name of the business.
- Q. What is the process if a position is not filled in a timely manner?
- A. A timely manner needs to be defined – HR will need to be notified as well as the requesting department of the reason.
- Q. How much money was spent on staffing services in the past year, and what is the projection for next year?
- A. FY13/14 the amount paid out on this contract was \$884,990 – the projection for FY 15/16 may be close to the same – more or less on the needs of the requesting department.
- Q. What are the current bill rates and mark-up percentages per position?
- A. Please see tabulation sheet as well as Exhibits A – D (Pay Rates)
- Q. Is there any estimated budget allocated for this RFP?
- A. Approximately \$850,000 – some departments have budgets set- aside for this type of service.
- Q. What are the average length of assignments?
- A. This varies according to the need of the department.
- Q. Will you provide the required PPE for each of the Workers’ Comp Code categories?
- A. Yes
- Q. General liability requirements include bodily injury and property damage resulting from explosion, collapse or underground exposures. What Worker’s Comp (job) categories listed on the Bid Form have these exposures?
- A. None, as it relates to temporary employees.
- Q. I would like to know the cash volume that the library clerks would be handling on any given day.
- A. Up to approximately \$500 but this is on the high end – Normally around \$200
- Q. Can you further define the scope of services to include: See below:
- A. a) minimum and maximum duration of work assignments? Assignment times vary
- A. b) the expected turnaround time from “order” to on the job placement? Varies according to the need e.g. additional background screenings
- Q. Page 15, No. 6 - Is this solicitation for services during EMERGENCY situations only?
- A. No
- Q. Is it the desire of the County that vendor provide health, Holiday and PTO benefits and or is the County only interested in the lowest rate?
- A. The County is interested in the lowest and most responsive bidder.  
The County is not responsible for any benefits of the temporary employee as they are not County employees but the agencies.
- Q. Is it the intention of the County to award to a single vendor?
- A. Yes
- Q. On “Bid Form,” is the Number of Employees listed a current or proposed maximum?
- A. No, just an average – could be more or less depending on the need of the various departments.
- Q. Can subcontractors be utilized in providing temporary labor for positions such as CORRECTIONAL OFFICERS, etc.?

- A. The successful bidder will be required to supply personnel that perform all required functions of the job in a satisfactory manner. Some positions will only be staffed by the County.
- Q. Can you provide details regarding current usage to include:
- A. Average weekly number of "temporary employees" – For the average, please see pages 4 & 5 (column 3) of the solicitation.
- Q. Who is the current vendor?
- A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)
- Q. What are the current "Bill Rates" under that contract?
- A. Please see attached bid tabulation form.
- Q. Will the County's insurance be "First Position" where temporary labor is required to drive County vehicles?
- A. Please see page 20 of the solicitation – where it speaks of required coverages
- Q. Does the County currently or plan to use temporary labor as a source for full-time employees?
- A. Depends on the department's needs.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/lk

## **SCOPE OF WORK**

**CONTRACT EFFECTIVE: Upon Award with implementation no later than September 30, 2015.**

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed price contract to furnish, as required, Temporary Labor Services for the Escambia County BCC (County). This will be a single award contract.

Assignments will have a not-to-exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2014/2015 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, [www.myescambia.com](http://www.myescambia.com). Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain a temporary employee for a minimum amount of time. The County is not responsible for any benefits of the temporary employee. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

### **The Agency**

The Agency shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Agency will complete the following for each temporary employee who will be assigned to a County Division:

**A. REQUIRED – (Cost associated with 1-4 may not be billed to the County and these costs shall be incorporated in the billable rate factor.)**

1. A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any temporary employee transferring as a result of the award of this contract.)
2. A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. A temporary employee may be placed at the County subject to the results of the criminal background check.
3. Minimum of two employment reference checks.
4. Sexual Predator background check.

The Agency may be required to conduct additional tests and background checks based on position requirements.

**B. ADDITIONAL - (At County's Request – may be billed back to the County at cost)**

1. Education check, as required.

2. Credit Check, if applicable. (For positions that handle money)
3. A Division of Motor Vehicles background check, if applicable.
4. DOT 5-panel drug test, as required.

**All costs associated with additional tests, background checks (Items B 1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.**

Temporary employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

**Temporary employees assigned to the County, who will be handling money, will be bonded prior to their assignment to the County. Additional screening will be necessary for employees handling money.**

The Agency will maintain a local office and provide a dedicated Site Supervisor for all temporary employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with temporary employees which include, safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will discipline, counsel, evaluate performance, and terminate (when deemed necessary) the temporary employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address temporary employees concerns, questions, etc. each week. If the County should have a serious issue with the Agency's temporary employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

All temporary employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at [www.myescambia.com](http://www.myescambia.com) under Risk Management.

~~The Agency shall provide any Personal Protective Equipment and safety training required for the position. All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.~~

All temporary employees shall maintain high standards of personal grooming and shall dress appropriately for the job.

If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post accident drug test at no additional cost to the County.

The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time

The Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be

eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

The Agency shall agree to supply a temporary employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the temporary employee will be required. If the temporary employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department for clearance before the temporary employee is assigned to the County.

County mandated Emergency Administrative Leave is for regular County employees only. Temporary employees on assignment with the County are not required to work during a County mandated emergency. Temporary employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

The Agency will have all temporary employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the assigned temporary employee.

#### **Arrests**

Agency must notify the County (Department of Human Resources) when a temporary employee is arrested for a matter more serious than a minor traffic offense within two business days of the occurrence.

#### **Affordable Care Act (ACA)**

The Agency will be required to address the Affordable Care Act (ACA). For employees working more than 30 hours per week and who are eligible for health coverage consistent with the terms of the ACA, the Agency will provide a compliant medical plan. Under the Employer Shared Responsibility provisions of the ACA, if employers do not offer affordable health coverage that provides a minimum level of coverage to their full-time employees (and their dependents); the employer may be subject to an Employer Shared Responsibility component of the ACA.

The Agency agrees to provide all information required for the County to meet annual reporting requirements regarding the ACA including whether insurance coverage was offered to the employee and his/her children; whether the Agency coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered the Agency's coverage; and the calendar month during which the employee was enrolled in the staffing firm's coverage.

#### **Invoicing**

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) temporary employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.



## **Requesting a Temporary Employee**

When requesting a temporary employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the temporary employee, the County, and the Agency.

## **BILLABLE RATE FACTOR**

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate.

Example: \$10.00 hourly pay rate x 1.33 (Billable Rate Factor) = \$13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

Note: The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

### **Cash Handling**

**For employees handling cash, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security) and insurance in full force and effect throughout the Term in the manner Specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place throughout the Term hereof shall be an Event of Default by Agency hereunder.**

**BID FORM**  
**Specification Number PD 14-15.041**  
**Temporary Labor Services**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Temporary Labor Services 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:

Worker's Comp Code  (1)	Worker's Compensation Categories General Description with Typical Job Titles  (2)	No. of Emp.  (3)	Avg. Hourly Rate  (4)	Total \$ by Comp Code  (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70		
6217	Excavation & Drivers ( Solid Waste Department – Equipment Operator)	10	\$12.49	\$124.90		
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90		
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1	\$10.20	\$10.20		
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30		
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75		
8810	Jail - Administration	1	\$14.67	\$14.67		
7720	Jail – Corrections, Officers, Custodial	12 1	\$13.42 \$16.63	\$161.04 \$16.63		
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16		
8831	Hospital – Veterinary - & Drivers ( Kennel Technician)	4	\$11.25	\$45.00		
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70		

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF PURCHASING  
213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850) 595-4980  
(SUNCOM) 695-4980  
(850) 595-4805  
<http://www.myscambia.com/solicitations>



CLAUDIA SIMMONS, CPPO  
Purchasing Manager

March 30, 2015

To: All Known Prospective Bidders

**ADDENDUM NUMBER 2:**

Re: **Temporary Labor Services**  
**Specification Number PD 14-15.041**

Bidders:

**This Addendum #2 for the following:**

**Add Temporary Disclaimers (attached):**

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in blue ink that reads "Joe Pillitary".

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
JP/lk

Addendum 2  
14-15.041

(Agency Letterhead)

Temporary Employee Disclaimer

I, \_\_\_\_\_, understand that I am an employee of  
(Temporary Employee)

\_\_\_\_\_, not Escambia County Board of County  
(Agency)

Commissioners (BCC). Furthermore, I understand the Escambia County BCC provides NO employee benefits to persons assigned to work at the BCC through an employment agency or service. This means I am NOT eligible to receive health insurance, leave, retirement, workers compensation or other benefits from the County as a result of my work assignments through \_\_\_\_\_ to Escambia County BCC. As an  
(Agency)

employee of \_\_\_\_\_, I am, however, eligible for the benefits  
(Agency)  
that are exclusively offered through them.

I, \_\_\_\_\_, hereby acknowledge that I have completed an  
(Temporary Employee)  
orientation from \_\_\_\_\_ regarding the policies, procedures, safety  
(Agency)  
practices and expectations for my assignment with Escambia County BCC.

Furthermore, I understand that at no time is it guaranteed or said that Escambia County BCC will hire me as a regular employee.

\_\_\_\_\_  
Temporary Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
Agency Representative Signature

\_\_\_\_\_  
Date

### Agency Disclaimer

Escambia County Florida provides no temporary employee benefits to persons from employment agencies or services. Temporary employee benefits (if any) are provided by the employment agency or service-company providing such personnel to Escambia County.

Such employment agencies or service companies shall certify to Escambia County as a condition of employment that they have individual disclosure documents executed by each temporary employee stating that any employment benefits provided to such temporary employees shall be exclusively from the employment agency or service-company which provide such persons to Escambia County.

In no event shall any person employed by such employment agencies or service companies rendering services or labor to Escambia County be eligible to receive health insurance, leave, retirement, workers compensation or other State of Florida employment benefits from the County as a result of work assignments to Escambia County.

I hereby certify that \_\_\_\_\_ will obtain  
Agency Name

signed disclosure documents from every temporary employee provided to Escambia County.

Signature: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name/Title)

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
TEMPORARY LABOR SERVICES  
SPECIFICATION PD 14-15.041**

- **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.

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- 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
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S),  
CERTIFICATION(S) AND/OR REGISTRATION(S)

- **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**

**TEMPORARY LABOR SERVICES**

**SPECIFICATION NUMBER PD 14-15.041**

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, April 2, 2015

**A Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, FL 32502, Conference Room 11.407 on Tuesday, March 24, 2015 at 10:00a.m CDT.  
All Bidders are encouraged to attend.**

**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**

Steven Barry, Chairman  
Grover Robinson, IV, Vice Chairman  
Douglas Underhill  
Wilson B. Robertson  
Lumon J. May

**Procurement Assistance:**

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4805  
Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com)  
Website: [www.myescambia.com](http://www.myescambia.com)

**Technical Assistance:**

Tonya Gant  
Human Resources Manager  
Human Resources  
221 Palafox Street, Ste. 200  
Pensacola, FL 32502  
Tel: (850) 595-1479  
Fax: (850) 595-3020

**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.**

**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.**



## NOTICE

**In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:**

Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

**PROJECT NAME**  
**PD 14-15.041**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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Worker's Compensation Codes	Exhibit E

# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA**

### **SUBMIT OFFERS TO:**

**Joe Pillitary, CPPO, CPPB**

**Purchasing Coordinator**

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4805

Invitation to Bid

**TEMPORARY LABOR SERVICES**  
**SOLICITATION NUMBER: PD 14-15.041**

### **SOLICITATION**

MAILING DATE: Monday, March 9, 2015

PRE-BID CONFERENCE: Tuesday, March 24, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All bidders are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, April 2, 2015 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:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

BID BOND ATTACHED \$ NA

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

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 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 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 assignment shall be made and become effective at the time the County tenders final payment to the offeror

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*

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**

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

#### **ESCAMBIA 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 14-15.041**  
**Temporary Labor Services**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your “Invitation for Bids” and “Instructions to Bidders” for **Temporary Labor Services** 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:

<b>Worker's Comp Code  (1)</b>	<b>Worker's Compensation Categories General Description with Typical Job Titles  (2)</b>	<b>No. of Emp.  (3)</b>	<b>Avg. Hourly Rate  (4)</b>	<b>Total \$ by Comp Code  (5)</b>	<b>Billable Rate Factor* e.g. 1.22, 1.43, etc.  (6)</b>	<b>Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)]  (7)</b>
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70		
6217	Excavation & Drivers ( Solid Waste Department – Equipment Operator)	10	\$12.49	\$124.90		
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90		
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1	\$10.20	\$10.20		
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30		
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8810	Jail - Administration	1	\$14.67	\$14.67		
7720	Jail – Corrections, Officers, Custodial	12	\$13.42	\$161.04		
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16		
8831	Hospital – Veterinary - & Drivers ( Kennel Technician)	4	\$11.25	\$45.00		
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70		

9102	Park – (Maintenance Worker, Technician)	8	\$11.25	\$90.00		
9403	Garbage, Ashes or Refuse Collection & Drivers (Landfill Service Worker)	6	\$10.98	\$65.88		
9410	Municipal, Township, County or State Employee (NOC - Not otherwise Classified) – (Engineer Project Coordinator, Engineer)	6	\$23.82	\$142.92		
<b>Total of Column (7) - Total Bid Amount</b>						<b>\$ _____</b>

(Source for the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.)

**\*The Billable Rate Factor** for all categories listed is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug test (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate. The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. Example: \$10.00 (Hourly Pay Rate) X 1.33 (Billable Factor) = \$13.30 (Hourly Bill Rate).

**\*Submittals with any deviation from this format will be disqualified.**

All costs associated with tests, background checks, etc. (not listed in A 1-4) performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County and should not be included in the billable factor.

**The Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.**

#### SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Terms of Payment  
(Check one) Net 30 Days \_\_\_\_ 2% 10th Prox \_\_\_\_

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:

<u>Permit</u>	<u>Cost</u>
NA	
_____	_____
_____	_____
_____	_____

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

Person to contact for emergency service:

Phone/Cell/Pager #: \_\_\_\_\_

Person to contact for disaster service:

Home Address: \_\_\_\_\_

Home Phone/Cell/Pager #: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)



### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One)  
Yes or No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

**Name of Corporation** (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ E-mail: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, 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)

**(Spelled exactly as it would appear on the instrument)**

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

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 to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 14-15.041, "Temporary Labor Services", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**Scope of Work:** Escambia County is seeking a temporary employment agency or service to provide qualified individuals to temporarily fill a variety of various types of positions for different departments within the County.

### 2. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, Purchasing Coordinator, (850) 595-4878 (Fax) 595-4805. Technical questions may be directed to Tonya Gant (850) 595-1479, Fax (850) 595-3020. Questions may be emailed to [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us) no later than 5:00p.m., CDT, on March 26, 2015.

### 3. **Bid Form**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

### 4. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2<sup>nd</sup> Floor in Conference Room # 11.407 on Tuesday, 10:00a.m., CDT, March 24, 2015.

### 5. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502



6. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

7. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

<p><b>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.</b></p>
--

8. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

9. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

10. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

11. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

14. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If

the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

15. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

16. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.  
The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction.  
The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

17. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. **Award**

Award shall be made on an "all-or-none total cost" basis.

Note: The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

20. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its

intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

21. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

22. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

23. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

**Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

*For employees handling cash, the Contractor shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security) and insurance in full force and effect throughout the Term in the manner Specified herein. All bonds and insurance must be underwritten by insurers that are qualified to*

*transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place throughout the Term hereof shall be an Event of Default by Contractor hereunder.*

### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County 's acceptance of renovation or construction projects.

**Employment Practices liability Coverage**

Employment Practices liability in the amount of \$1,000,000.00 with Escambia County endorsed as additional insured.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.



## EXHIBIT A

BCC PAY SCHEDULE							
FY 2014/2015							
Paygrade	HOURLY					ANNUAL	
	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum	Minimum	Maximum
A10	8.05	9.25	10.38	11.61	12.83	\$16,744.00	\$26,694.30
A11	10.20	11.85	13.50	15.16	16.81	\$21,208.91	\$34,965.53
A12	10.71	12.45	14.18	15.91	17.65	\$22,281.15	\$36,710.50
A13	11.25	13.07	14.89	16.71	18.53	\$23,396.28	\$38,543.81
B20	11.25	13.07	14.89	16.72	18.54	\$23,396.28	\$38,565.90
B211	12.49	15.36	18.23	21.10	23.97	\$25,969.65	\$49,852.94
B21	12.49	14.51	16.53	18.55	20.57	\$25,969.65	\$42,784.73
B22	14.54	16.89	19.25	21.61	23.97	\$30,237.17	\$49,852.94
B23	16.63	19.32	22.02	24.71	27.41	\$34,590.46	\$57,009.50
B31	17.96	20.87	23.78	26.69	29.61	\$37,356.84	\$61,581.75
B32	19.40	22.54	25.68	28.82	31.96	\$40,359.11	\$66,485.31
C41	20.75	24.12	27.48	30.84	34.20	\$43,168.38	\$71,145.91
C42	22.21	25.81	29.41	33.01	36.60	\$46,192.10	\$76,137.83
C43	23.76	27.61	31.46	35.31	39.16	\$49,430.26	\$81,461.08
C51	25.42	29.54	33.66	37.78	41.90	\$52,882.88	\$87,159.82
C52	27.21	31.61	36.02	40.43	44.83	\$56,592.83	\$93,256.14
C53	28.16	32.72	37.29	41.85	46.41	\$58,572.80	\$96,536.54
D61	29.12	33.83	38.55	43.26	47.98	\$60,560.12	\$99,794.23
D62	30.86	35.86	40.86	45.86	50.86	\$64,184.29	\$105,780.12
D63	32.71	38.01	43.31	48.61	53.90	\$68,044.35	\$112,119.42
D71	34.67	40.29	45.91	51.52	57.14	\$72,118.86	\$118,856.30
D72	36.76	42.71	48.66	54.62	60.57	\$76,450.71	\$125,990.77
E80	32.08	37.28	42.48	47.68	52.87	\$66,736.22	\$109,976.87
E81	38.96	45.27	51.58	57.89	64.20	\$81,039.90	\$133,544.92
E82	41.29	47.98	54.68	61.37	68.06	\$85,886.42	\$141,562.91
E83	43.78	50.87	57.96	65.05	72.14	\$91,054.62	\$150,044.76
E91	46.41	53.92	61.44	68.95	76.47	\$96,523.04	\$159,056.72
E92	49.19	57.16	65.12	73.09	81.06	\$102,313.14	\$168,598.80
F101	54.11	62.87	71.63	80.40	89.16	\$112,542.31	\$185,452.06
F102	59.51	69.15	78.79	88.44	98.08	\$123,779.39	\$204,006.10
Effective January 1, 2015 Florida minimum wage was changed to \$8.05							

## EXHIBIT B

## LIBRARY PAY SCHEDULE

FY 2014/2015

DBM	HOURLY					ANNUAL	
	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	\$19,115.00	\$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	\$20,092.00	\$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	\$21,091.00	\$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	\$22,152.00	\$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	\$23,171.00	\$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	\$23,878.00	\$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	\$24,585.00	\$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	\$25,500.00	\$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	\$26,270.00	\$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	\$27,040.00	\$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	\$27,809.00	\$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	\$28,537.00	\$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	\$29,286.00	\$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	\$30,160.00	\$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	\$31,678.00	\$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	\$33,280.00	\$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	\$34,964.00	\$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	\$36,712.00	\$64,637.00
GE-19	18.54	22.06	25.59	29.11	32.63	\$38,563.00	\$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	\$40,518.00	\$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	\$42,556.00	\$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	\$43,388.00	\$76,334.00
GE-23	22.57	26.85	31.13	35.41	39.69	\$46,945.00	\$82,547.00

No changes were made for FY 14/15.

# EXHIBIT C

## JAIL PAY SCHEDULE

FY 2014/2015

	HOURLY					ANNUAL	
	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
DBM							
JA10	9.25	10.44	11.63	12.82	14.01	\$19,240.00	\$29,136.64
JA11	10.19	11.50	12.81	14.13	15.44	\$21,195.20	\$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	\$22,256.00	\$33,699.95
JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	\$25,147.20	\$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	\$27,664.00	\$41,905.34
JB22	14.96	16.89	18.81	20.74	22.66	\$31,116.80	\$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	\$32,676.80	\$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	\$34,299.20	\$53,560.00
JB22C	17.32	19.55	21.78	24.01	26.23	\$36,025.60	\$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	\$26,187.20	\$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	\$31,420.48	\$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	\$34,590.40	\$52,338.83
JB23A	17.44	19.69	21.93	24.18	26.43	\$36,275.20	\$54,973.98
JB23B	18.32	20.68	23.03	25.39	27.75	\$38,105.60	\$57,716.26
JB23C	19.24	21.71	24.19	26.66	29.14	\$40,019.20	\$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	\$38,875.20	\$58,894.58
JB32	21.18	23.90	26.63	29.35	32.07	\$44,054.40	\$66,714.34
JC40	21.13	23.85	26.58	29.30	32.02	\$43,950.40	\$66,607.22
JC41	23.26	26.25	29.24	32.23	35.23	\$48,380.80	\$73,270.08
JC42	24.91	28.11	31.32	34.52	37.73	\$51,812.80	\$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	\$55,265.60	\$83,703.57
JC51	28.64	32.33	36.01	39.70	43.38	\$59,571.20	\$90,237.89
JC52	31.13	35.14	39.14	43.15	47.15	\$64,750.40	\$98,079.07
JD61	33.20	37.47	41.75	46.02	50.29	\$69,056.00	\$104,613.39
JD62	34.86	39.35	43.83	48.32	52.81	\$72,508.80	\$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	\$75,961.60	\$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	\$80,288.00	\$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	\$85,467.20	\$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	\$89,772.80	\$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	\$93,225.60	\$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	\$96,657.60	\$146,411.62
JE91	48.55	54.80	61.04	67.29	73.53	\$100,984.00	\$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	\$106,142.40	\$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	\$114,649.60	\$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	\$126,110.40	\$191,016.38

No Changes were made for FY 14/15.

# EXHIBIT D

MEDICAL JAIL PAY SCHEDULE								
FY 2014/2015								
		HOURLY					ANNUAL	
MEDICAL POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
Adv Registered Nurse Practitioner	JD72	40.28	45.77	51.25	56.74	62.22	\$83,782.40	\$129,422.38
Certified Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	\$21,819.20	\$33,699.95
Dental Assistant	JB21	13.04	14.82	16.60	18.37	20.15	\$27,123.20	\$41,805.34
Emergency Medical Technician	JB21	13.04	14.82	16.60	18.37	20.15	\$27,123.20	\$41,805.34
Health Information Specialist	JB22	14.67	16.67	18.67	20.66	22.66	\$30,513.60	\$47,132.80
Health Services Administrator	JD62	34.18	38.84	43.50	48.15	52.81	\$71,094.40	\$109,840.85
Licensed Practical Nurse	JB22	14.67	16.67	18.67	20.66	22.66	\$30,513.60	\$47,132.80
Nursing Manager	JC42	24.42	27.75	31.08	34.40	37.73	\$50,793.60	\$78,476.11
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	\$23,732.80	\$36,677.89
Registered Nurse	JB31	18.32	20.82	23.32	25.81	28.31	\$38,105.60	\$58,894.58
No change was made for FY 14/15.								

MENTAL HEALTH JAIL PAY SCHEDULE								
FY 2014/2015								
		HOURLY					ANNUAL	
MEDICAL POSITION	DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
Court Liaison	JB31	18.69	21.10	23.50	25.91	28.31	\$38,875.20	\$58,894.58
Director of Mental Health	JD61	33.20	37.47	41.75	46.02	50.29	\$69,056.00	\$104,613.39
Forensic Jail Case Manager	JB23	16.63	18.78	20.90	23.03	25.16	\$34,590.40	\$52,338.83
Medical Support Assistant	JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,677.89
Mental Health Counselor	JB31	18.69	21.10	23.50	25.91	28.31	\$38,875.20	\$58,894.58
Mental Health Office Assistant	JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,677.89

**WORKER'S COMPENSATION CODES****Title****WC Code****Type**

Accountant	8810	Clerical Office Employees NOC
Accounting Assistant	8810	Clerical Office Employees NOC
Accounting Manager	8810	Clerical Office Employees NOC
Accounting Technician	8810	Clerical Office Employees NOC
Accreditation Manager	8810	Clerical Office Employees NOC
Administrative Assistant	7720	Police Officers & Drivers
Administrative Assistant	8810	Clerical Office Employees NOC
Administrative Assistant	8810	Clerical Office Employees NOC
Administrative Assistant	8820	Atty - Ees & Clerical, Mesngers, Drivers
Administrative Supervisor	8810	Clerical Office Employees NOC
Advanced Registered Nurse Practitioner	7720	Police Officers & Drivers
Animal Control Officer	8831	Hospital - Veterinary - & Drivers
Animal Control Supv	8831	Hospital - Veterinary - & Drivers
Animal Services Manager	8831	Hospital - Veterinary - & Drivers
Assistant to the County Administrator	8810	Clerical Office Employees NOC
Asst County Attorney (Non-cert)	8820	Atty - Ees & Clerical, Mesngers, Drivers
Battalion Chief	7704	Firefighters & Drivers
Billing Manager	8810	Clerical Office Employees NOC
Bldg Cd Enforce Officer	9410	Muni, Township, County or State Ee NOC
Branch Director	8810	Clerical Office Employees NOC
Budget Manager	8810	Clerical Office Employees NOC
Building Code Inspector	9410	Muni, Township, County or State Ee NOC
Certified Medical Assistant	7720	Police Officers & Drivers
Commissioner	8810	Clerical Office Employees NOC
Commissioner's Aide	8810	Clerical Office Employees NOC
Community Center Coordinator	9102	Park NOC - All Employees & Drivers
Construction Inspector	9410	Muni, Township, County or State Ee NOC
Construction Mgr	9410	Muni, Township, County or State Ee NOC
Corrections Captain	7720	Police Officers & Drivers
Corrections Lieutenant	7720	Police Officers & Drivers
Corrections Officer	7720	Police Officers & Drivers
Corrections Officer	7720	Police Officers & Drivers
Corrections Officer Trainee	7720	Police Officers & Drivers
Corrections Sergeant	7720	Police Officers & Drivers
Counseling Program Coordinator	8810	Clerical Office Employees NOC
County Administrator	8810	Clerical Office Employees NOC
County Attorney	8820	Atty - Ees & Clerical, Mesngers, Drivers
County Surveyor	8601	Architect or Engineer - Consulting
Court Liaison	8820	Atty - Ees & Clerical, Mesngers, Drivers
Criminal Justice Prog Mgr	8810	Clerical Office Employees NOC
Criminal Justice Spec I	8810	Clerical Office Employees NOC
Criminal Justice Spec II	8810	Clerical Office Employees NOC
Custodial Mgr	9015	Buildings - Operation by Owner or Lessee
Custodial Supv	9015	Buildings - Operation by Owner or Lessee
Custodial Worker	9015	Buildings - Operation by Owner or Lessee
Customer Service Associate	8810	Clerical Office Employees NOC
Customer Service Technician	8810	Clerical Office Employees NOC
Department Director I	8810	Clerical Office Employees NOC
Department Director I	9102	Park NOC - All Employees & Drivers
Department Director II	8810	Clerical Office Employees NOC
Department Director III	8810	Clerical Office Employees NOC
Deputy County Attorney	8820	Atty - Ees & Clerical, Mesngers, Drivers
Deputy Fire Chief	7704	Firefighters & Drivers
Detention Assistant	7720	Police Officers & Drivers
Development Prog Mgr	8810	Clerical Office Employees NOC
Director of Mental Health	7720	Police Officers & Drivers

Directors Aide	8810	Clerical Office Employees NOC	
Division Manager	7720	Police Officers & Drivers	
Division Manager	8601	Architect or Engineer - Consulting	
Division Manager	8601	Architect or Engineer - Consulting	
Division Manager	8810	Clerical Office Employees NOC	
Division Manager	9410	Muni, Township, County or State Ee NOC	
DNA Technician - Relief	7720	Police Officers & Drivers	
Emerg Comm Disp (Relief)	8810	Clerical Office Employees NOC	
Emergency Comm Dispatcher	8810	Clerical Office Employees NOC	
Emergency Comm Mgr	8810	Clerical Office Employees NOC	
Emergency Comm Supv	8810	Clerical Office Employees NOC	
Emergency Medical Specialist	7705	EMT Paramedics	
Emergency Medical Specialist (Relief)	7705	EMT Paramedics	
Emergency Medical Technician	7720	Police Officers & Drivers	
Emergency Ops Officer	8810	Clerical Office Employees NOC	
Emergency Planning Coord	8810	Clerical Office Employees NOC	
Energy Manager	8810	Clerical Office Employees NOC	
Eng & Env Quality Manager	8810	Clerical Office Employees NOC	
Engineering (Environmental Quality) Man	9410	Muni, Township, County or State Ee NOC	
Engineering Deputy Division Manager	9410	Muni, Township, County or State Ee NOC	
Engineering Program Coordinator	9410	Muni, Township, County or State Ee NOC	
Engineering Project Coord	9410	Muni, Township, County or State Ee NOC	
Engineering Project Coordinator	9410	Muni, Township, County or State Ee NOC	
Engineering Specialist	5509	St/Rd Maint, Beautification & Drivers	
Engineering Specialist	8601	Architect or Engineer - Consulting	
Engineering Specialist	8742	Salespers/Collectors/Messengers - Outsid	
Engineering Specialist	8810	Clerical Office Employees NOC	
Engineering Tech	5509	St/Rd Maint, Beautification & Drivers	
Engineering Tech	8601	Architect or Engineer - Consulting	
Engineering Tech	9410	Muni, Township, County or State Ee NOC	
Engineering Tech	9410	Muni, Township, County or State Ee NOC	
Environmental Analyst	8720	Insp of Risks for Ins/Valuation NOC	
Environmental Enforcement Ofc	9410	Muni, Township, County or State Ee NOC	
Environmental Enforcement Supv	9410	Muni, Township, County or State Ee NOC	
Environmental Prog Mgr	8720	Insp of Risks for Ins/Valuation NOC	
Environmental Prog Mgr	8720	Insp of Risks for Ins/Valuation NOC	
Environmental Tech	9015	Buildings - Operation by Owner or Lessee	
Environmental Technician (Grant)	9410	Muni, Township, County or State Ee NOC	
Equestrian Center Mktg & Promo Coord	8810	Clerical Office Employees NOC	
Equip Operator II	5509	St/Rd Maint, Beautification & Drivers	
Equip Operator II	6217	Excavation & Drivers	
Equip Operator II (Term)	5509	St/Rd Maint, Beautification & Drivers	
Equip Operator III	5509	St/Rd Maint, Beautification & Drivers	
Equip Operator III	6217	Excavation & Drivers	
Equip Operator IV	5509	St/Rd Maint, Beautification & Drivers	
Equip Operator IV	6217	Excavation & Drivers	
Extension Agent I	8810	Clerical Office Employees NOC	
Extension Agent II	8810	Clerical Office Employees NOC	
Extension Agent III	8810	Clerical Office Employees NOC	
Field Supervisor-RD	5509	St/Rd Maint, Beautification & Drivers	
Field Supervisor-SW	9403	Garbage,Ash,Refuse Collection & Drivers	
Fire Captain	7704	Firefighters & Drivers	
Fire Chief	7704	Firefighters & Drivers	
Fire Inspector	7704	Firefighters & Drivers	
Fire Lieutenant	7704	Firefighters & Drivers	
Fire Lieutenant/Public Ed Coord	7704	Firefighters & Drivers	
Fire Marshal	7704	Firefighters & Drivers	
Firefighter	7704	Firefighters & Drivers	
Firefighter (Relief)	7704	Firefighters & Drivers	
Firefighter Trainee (Relief)	7704	Firefighters & Drivers	
Fleet Maintenance Spec	8380	Auto Service/Repair Center & Drivers	
Fleet Maintenance Supv	8380	Auto Service/Repair Center & Drivers	



Fleet Maintenance Tech	8380	Auto Service/Repair Center & Drivers
Fleet Maintenance Worker	8380	Auto Service/Repair Center & Drivers
Food Service Assistant	7720	Police Officers & Drivers
Food Service Supv	7720	Police Officers & Drivers
Forensic Jail Case Manager	7720	Police Officers & Drivers
Fmsc Mntl Hlth Spec (Grant)	8810	Clerical Office Employees NOC
Fuel Distribution Assistant	8380	Auto Service/Repair Center & Drivers
Fuel Distribution Supv	8380	Auto Service/Repair Center & Drivers
GIS Analyst	8810	Clerical Office Employees NOC
GIS Analyst	8810	Clerical Office Employees NOC
GIS Technician	8601	Architect or Engineer - Consulting
GIS Technician	8810	Clerical Office Employees NOC
Human Resources Assoc I	8810	Clerical Office Employees NOC
Human Resources Assoc II	8810	Clerical Office Employees NOC
Human Resources Assoc II	8810	Clerical Office Employees NOC
Human Resources Manager	8810	Clerical Office Employees NOC
Human Resources Supv	8810	Clerical Office Employees NOC
Human Resources Supv-HRIS	8810	Clerical Office Employees NOC
Info Technology Coord	8810	Clerical Office Employees NOC
Info Technology Spec	8810	Clerical Office Employees NOC
Info Technology Tech	8810	Clerical Office Employees NOC
Information Security Officer	8810	Clerical Office Employees NOC
Information Technology VOIP	8810	Clerical Office Employees NOC
Inspections Supv	8810	Clerical Office Employees NOC
IT Manager	8810	Clerical Office Employees NOC
IT Manager	8810	Clerical Office Employees NOC
Jail Administrative Assistant	8810	Clerical Office Employees NOC
Jail Corrections Captain	7720	Police Officers & Drivers
Jail Corrections Lieutenant	7720	Police Officers & Drivers
Jail Corrections Officer	7720	Police Officers & Drivers
Jail Corrections Sergeant	7720	Police Officers & Drivers
Jail Custodial Worker	7720	Police Officers & Drivers
Jail Master Corrections Officer	7720	Police Officers & Drivers
Jail Office Support Assistant	8810	Clerical Office Employees NOC
Jail Secretary	8810	Clerical Office Employees NOC
Jail Senior Corrections Officer	7720	Police Officers & Drivers
Job Devel Couns (Grant)	8810	Clerical Office Employees NOC
Kennel Technician	8831	Hospital - Veterinary - & Drivers
Landfill Service Worker	9403	Garbage,Ash,Refuse Collection & Drivers
Laundry Specialist	7720	Police Officers & Drivers
Laundry Worker	7720	Police Officers & Drivers
Law Librarian	7720	Police Officers & Drivers
Lead Env Enforce Officer	9410	Muni, Township, County or State Ee NOC
Lead Fleet Maint Tech	8380	Auto Service/Repair Center & Drivers
Legal Administrative Assistant	8820	Atty - Ees & Clerical,Mesngers,Drivers
Librarian	8810	Clerical Office Employees NOC
Librarian - Senior	8810	Clerical Office Employees NOC
Librarian Part Time	8810	Clerical Office Employees NOC
Library Administrative Officer	8810	Clerical Office Employees NOC
Library Administrative Officer I	8810	Clerical Office Employees NOC
Library Administrator	8810	Clerical Office Employees NOC
Library Clerical Assistant - Part Time	8810	Clerical Office Employees NOC
Library Clerk I	8810	Clerical Office Employees NOC
Library Clerk II	8810	Clerical Office Employees NOC
Library Clerk III	8810	Clerical Office Employees NOC
Library Computer Technician	8810	Clerical Office Employees NOC
Library Custodian - Part-time	8810	Clerical Office Employees NOC
Library Manager	8810	Clerical Office Employees NOC
Library Network System Engineer I	8810	Clerical Office Employees NOC
Library Senior Administrative Officer I	8810	Clerical Office Employees NOC
Library Senior Administrative Officer II	8810	Clerical Office Employees NOC
Library Technical Specialist (Courier)	8810	Clerical Office Employees NOC



Licensed Practical Nurse	7720	Police Officers & Drivers	
Maintenance Shop Supv	5190	Electrical Wiring - w/in Bldgs & Drivers	
Maintenance Tech	9015	Buildings - Operation by Owner or Lessee	
Maintenance Tech	9102	Park NOC - All Employees & Drivers	
Maintenance Worker	9015	Buildings - Operation by Owner or Lessee	
Maintenance Worker	9102	Park NOC - All Employees & Drivers	
Medical Director (Relief)	8832	Physician	
Medical Records Tech	8810	Clerical Office Employees NOC	
Medical Support Assistant	7720	Police Officers & Drivers	
Mental Health Counselor	7720	Police Officers & Drivers	
Mental Health Office Assistant	7720	Police Officers & Drivers	
Mosquito Control Supv	9402	Street Cleaning & Drivers	
Mosquito Control Tech	9402	Street Cleaning & Drivers	
Nursing Manager	7720	Police Officers & Drivers	
Office Support Assist	8810	Clerical Office Employees NOC	
Operations Supervisor	6217	Excavation & Drivers	
Paralegal	8820	Atty - Ees & Clerical, Mesngers, Drivers	
Paramedic Supervisor	7705	EMT Paramedics	
Pharmacy Tech	7720	Police Officers & Drivers	
Plans Examiner	8810	Clerical Office Employees NOC	
Program Coordinator	8810	Clerical Office Employees NOC	
Program Coordinator	8820	Atty - Ees & Clerical, Mesngers, Drivers	
Program Manager	8810	Clerical Office Employees NOC	
Program Manager - Parks and Recreation	5509	St/Rd Maint, Beautification & Drivers	
Program Mgr, Fac Constr Maint	9015	Buildings - Operation by Owner or Lessee	
Program Mgr, R&B Const Maint	5509	St/Rd Maint, Beautification & Drivers	
Property Lien Program Coordinator	8810	Clerical Office Employees NOC	
Public Information Officer/Video Special	8810	Clerical Office Employees NOC	
Public Information Specialist/Graphics &	8810	Clerical Office Employees NOC	
Purchasing Associate	8810	Clerical Office Employees NOC	
Purchasing Coordinator	8810	Clerical Office Employees NOC	
Purchasing Specialist	8810	Clerical Office Employees NOC	
Real Estate Acquisition Manager	8742	Salespers/Collectors/Messengers - Outsid	
Real Estate Acquisition Tech	8742	Salespers/Collectors/Messengers - Outsid	
Records Mgmt Liaison Offcr	8810	Clerical Office Employees NOC	
Recreation Coordinator	9102	Park NOC - All Employees & Drivers	
Recycling Operations Manager	8810	Clerical Office Employees NOC	
Redeveloper I.	8810	Clerical Office Employees NOC	
Redeveloper I	8810	Clerical Office Employees NOC	
Registered Nurse	7720	Police Officers & Drivers	
Risk Analyst	8742	Salespers/Collectors/Messengers - Outsid	
Risk Manager	8810	Clerical Office Employees NOC	
Road Construction Spec	5509	St/Rd Maint, Beautification & Drivers	
Safety Technician	9403	Garbage, Ash, Refuse Collection & Drivers	
Senior Budget Analyst	8810	Clerical Office Employees NOC	
Senior Engineering Project Coord	9410	Muni, Township, County or State Ee NOC	
Senior Office Support Assist	8810	Clerical Office Employees NOC	
Senior Office Support Assist	8810	Clerical Office Employees NOC	
Senior Office Support Assistant	8810	Clerical Office Employees NOC	
Sr Assistant County Atty	8820	Atty - Ees & Clerical, Mesngers, Drivers	
Sr Bldg Cd Enforce Officer	9410	Muni, Township, County or State Ee NOC	
Sr Criminal Justice Spec	8810	Clerical Office Employees NOC	
Sr Office Support Assist	8810	Clerical Office Employees NOC	
Sr Urban Planner	8810	Clerical Office Employees NOC	
Strkpr/Wrhs Supv	8810	Clerical Office Employees NOC	
Strkpr/Wrhs Tech	8380	Auto Service/Repair Center & Drivers	
Strkpr/Wrhs Tech	8810	Clerical Office Employees NOC	
Strkpr/Wrhs Tech (Relief)	8831	Hospital - Veterinary - & Drivers	
Student Assistant	8810	Clerical Office Employees NOC	
Systems Analyst	8810	Clerical Office Employees NOC	
Telecom Services Tech	8810	Clerical Office Employees NOC	
Urban Planner I	8810	Clerical Office Employees NOC	

Urban Planner II	8810	Clerical Office Employees NOC	
Urban Planner II	8810	Clerical Office Employees NOC	
Vet Technician	8831	Hospital - Veterinary - & Drivers	
Veterinarian	8831	Hospital - Veterinary - & Drivers	
Warehouse Worker	7720	Police Officers & Drivers	
Water Quality Environmental Technician	9015	Buildings - Operation by Owner or Lessee	
Worker's Compensation Specialist	8810	Clerical Office Employees NOC	

## AGREEMENT FOR TEMPORARY LABOR SERVICES PD 14-15.041

THIS AGREEMENT is made this 11<sup>th</sup> day of June, 2015 (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 Blue Arbor, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 56-1308931, and whose principal address is 5413 Morton Road, New Bern, NC 28561.

### WITNESSETH:

**WHEREAS**, on March 9, 2015, the County issued an Invitation to Bid (PD 14-15.041) seeking temporary labor services; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services 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 upon the date last executed by the Parties and continue for a term of one (1) year, unless terminated earlier pursuant to paragraph 7. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

The County may unilaterally extend this Agreement up to 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 initial term. The total duration of this agreement shall not exceed the duration of three (3) 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 Bid for Temporary Labor Services, Specification No. P.D. 14-15.041, 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. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated March 31, 2015, attached hereto as **Exhibit "B"**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for services rendered 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. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. 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 Contractor shall be paid for services provided through the date of termination.

8. 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.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Employment Practices Liability with \$1,000,000 per occurrence minimum limits.

(d) Florida statutory Workers' Compensation.

(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. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. 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.

11. 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: Blue Arbor, Inc.  
Attention: Lucine Moffett  
5413 Morton Road  
New Bern, NC 28561

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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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: \_\_\_\_\_

Steven Barry, Chairman

Date: \_\_\_\_\_

June 11, 2015

BCC Approved: \_\_\_\_\_

05-07-2015

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: Kimberly McCord  
Deputy Clerk

(SEAL)

ATTEST:

By: Janine Gomin  
Corporate Secretary

(SEAL)

**CONTRACTOR: BLUE ARBOR, INC.**

By: Lucine Moffett  
President

Date: \_\_\_\_\_

5/29/15

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: \_\_\_\_\_

4/13/15



**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
TEMPORARY LABOR SERVICES  
SPECIFICATION PD 14-15.041**

- **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.

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- 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
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S),  
CERTIFICATION(S) AND/OR REGISTRATION(S)

- **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**

**TEMPORARY LABOR SERVICES**

**SPECIFICATION NUMBER PD 14-15.041**

**BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, April 2, 2015**

**A Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, FL 32502, Conference Room 11.407 on Tuesday, March 24, 2015 at 10:00a.m CDT.  
All Bidders are encouraged to attend.**

**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**

**Steven Barry, Chairman  
Grover Robinson, IV, Vice Chairman  
Douglas Underhill  
Wilson B. Robertson  
Lumon J. May**

**Procurement Assistance:  
Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4805  
Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com)  
Website: [www.myescambia.com](http://www.myescambia.com)**

**Technical Assistance:  
Tonya Gant  
Human Resources Manager  
Human Resources  
221 Palafox Street, Ste. 200  
Pensacola, FL 32502  
Tel: (850) 595-1479  
Fax: (850) 595-3020**

**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.**

**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.**

## **NOTICE**

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

**Preference in purchase of commodities and services by means of competitive bid**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

**Competitive bid (local price match option).** Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

**PROJECT NAME  
PD 14-15.041**

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Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND AWARD FORM** ESCAMBIA COUNTY FLORIDA **SUBMIT OFFERS TO:**

**Joe Pillitary, CPPO, CPPB**

**Purchasing Coordinator**

**Office of Purchasing, 2nd Floor, Room 11.101**

**213 Palafox Place, Pensacola, FL 32502**

**Post Office Box 1591, Pensacola, FL 32591-1591**

**Phone No: (850) 595-4878 Fax No: (850) 595-4805**

Invitation to Bid

**TEMPORARY LABOR SERVICES**  
**SOLICITATION NUMBER: PD 14-15.041**

### **SOLICITATION**

**MAILING DATE: Monday, March 9, 2015**

**PRE-BID CONFERENCE: Tuesday, March 24, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All bidders are encouraged to attend.**

**OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, April 2, 2015 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:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME:** \_\_\_\_\_

**REASON FOR NO OFFER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, ST. & ZIP:** \_\_\_\_\_

**PHONE NO.: (\_\_\_\_) \_\_\_\_\_**

**BID BOND ATTACHED \$ \_\_\_\_\_ NA \_\_\_\_\_**

**TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_**

**FAX NO.: (\_\_\_\_) \_\_\_\_\_**

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 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 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 assignment shall be made and become effective at the time the County renders final payment on the offeror.

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

**(TYPED OR PRINTED)**

**\*\***

**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**

**Name and Title of Signer (Type or Print)**

**ESCAMBIA COUNTY FLORIDA**

**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 14-15.041**  
**Temporary Labor Services**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Temporary Labor Services** 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:

Worker's Comp Code  (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70		
6217	Excavation & Drivers ( Solid Waste Department – Equipment Operator)	10	\$12.49	\$124.90		
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90		
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1	\$10.20	\$10.20		
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30		
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75		
8810	Jail - Administration	1	\$14.67	\$14.67		
7720	Jail – Corrections, Officers, Custodial	12	\$13.42	\$161.04		
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16		
8831	Hospital – Veterinary - & Drivers ( Kennel Technician)	4	\$11.25	\$45.00		
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70		



9102	Park – (Maintenance Worker, Technician)	8	\$11.25	\$90.00		
9403	Garbage, Ashes or Refuse Collection & Drivers (Landfill Service Worker)	6	\$10.98	\$65.88		
9410	Municipal, Township, County or State Employee (NOC - Not otherwise Classified) – (Engineer Project Coordinator, Engineer)	6	\$23.82	\$142.92		
<b>Total of Column (7) - Total Bid Amount</b>					<b>\$ _____</b>	

(Source for the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.)

**\*The Billable Rate Factor** for all categories listed is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug test (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate. The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. Example: \$10.00 (Hourly Pay Rate) X 1.33 (Billable Factor) = \$13.30 (Hourly Bill Rate).

**\*Submittals with any deviation from this format will be disqualified.**

All costs associated with tests, background checks, etc. (not listed in A 1-4) performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County and should not be included in the billable factor.

**The Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.**

#### SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Terms of Payment  
(Check one) Net 30 Days \_\_\_\_ 2% 10th Prox \_\_\_\_

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
NA	
_____	_____
_____	_____
_____	_____

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

Person to contact for emergency service:

Phone/Cell/Pager #: \_\_\_\_\_

Person to contact for disaster service:

Home Address: \_\_\_\_\_

Home Phone/Cell/Pager #: \_\_\_\_\_



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, 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)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000

**Verified by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**



## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

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 to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 14-15.041, "Temporary Labor Services", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**Scope of Work:** Escambia County is seeking a temporary employment agency or service to provide qualified individuals to temporarily fill a variety of various types of positions for different departments within the County.

### **2. Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, Purchasing Coordinator, (850) 595-4878 (Fax) 595-4805. Technical questions may be directed to Tonya Gant (850) 595-1479, Fax (850) 595-3020. Questions may be emailed to [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us) no later than 5:00p.m., CDT, on March 26, 2015.

### **3. Bid Form**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

### **4. Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2<sup>nd</sup> Floor in Conference Room # 11.407 on Tuesday, 10:00a.m., CDT, March 24, 2015.

### **5. Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

6. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

7. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

**Contract Information**

**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.

8. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

9. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

10. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

11. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

14. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If

the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

15. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

16. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

17. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. **Award**

Award shall be made on an "all-or-none total cost" basis.

Note: The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

20. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its

intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

21. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

22. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

23. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

**Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

*For employees handling cash, the Contractor shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security) and insurance in full force and effect throughout the Term in the manner Specified herein. All bonds and insurance must be underwritten by insurers that are qualified to*

*transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place throughout the Term hereof shall be an Event of Default by Contractor hereunder.*

#### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.



**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Employment Practices liability Coverage**

Employment Practices liability in the amount of \$1,000,000.00 with Escambia County endorsed as additional insured.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## EXHIBIT A

BCC PAY SCHEDULE							
FY 2014/2015							
Paygrade	HOURLY					ANNUAL	
	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum	Minimum	Maximum
A10	8.05	9.25	10.38	11.61	12.83	\$16,744.00	\$26,694.30
A11	10.20	11.85	13.50	15.16	16.81	\$21,208.91	\$34,965.53
A12	10.71	12.45	14.18	15.91	17.65	\$22,281.15	\$36,710.50
A13	11.25	13.07	14.89	16.71	18.53	\$23,396.28	\$38,543.81
B20	11.25	13.07	14.89	16.72	18.54	\$23,396.28	\$38,565.90
B211	12.49	15.36	18.23	21.10	23.97	\$25,969.65	\$49,852.94
B21	12.49	14.51	16.53	18.55	20.57	\$25,969.65	\$42,784.73
B22	14.54	16.89	19.25	21.61	23.97	\$30,237.17	\$49,852.94
B23	16.63	19.32	22.02	24.71	27.41	\$34,590.46	\$57,009.50
B31	17.96	20.87	23.78	26.69	29.61	\$37,356.84	\$61,581.75
B32	19.40	22.54	25.68	28.82	31.96	\$40,359.11	\$66,485.31
C41	20.75	24.12	27.48	30.84	34.20	\$43,168.38	\$71,145.91
C42	22.21	25.81	29.41	33.01	36.60	\$46,192.10	\$76,137.83
C43	23.76	27.61	31.46	35.31	39.16	\$49,430.26	\$81,461.08
C51	25.42	29.54	33.66	37.78	41.90	\$52,882.88	\$87,159.82
C52	27.21	31.61	36.02	40.43	44.83	\$56,592.83	\$93,256.14
C53	28.16	32.72	37.29	41.85	46.41	\$58,572.80	\$96,536.54
D61	29.12	33.83	38.55	43.26	47.98	\$60,560.12	\$99,794.23
D62	30.86	35.86	40.86	45.86	50.86	\$64,184.29	\$105,780.12
D63	32.71	38.01	43.31	48.61	53.90	\$68,044.35	\$112,119.42
D71	34.67	40.29	45.91	51.52	57.14	\$72,118.86	\$118,856.30
D72	36.76	42.71	48.66	54.82	60.57	\$76,450.71	\$125,990.77
E80	32.08	37.28	42.48	47.68	52.87	\$66,736.22	\$109,976.87
E81	38.96	45.27	51.58	57.89	64.20	\$81,039.90	\$133,544.92
E82	41.29	47.98	54.68	61.37	68.06	\$85,886.42	\$141,562.91
E83	43.78	50.87	57.96	65.05	72.14	\$91,054.62	\$150,044.76
E91	46.41	53.92	61.44	68.95	76.47	\$96,523.04	\$159,056.72
E92	49.19	57.16	65.12	73.09	81.06	\$102,313.14	\$168,598.80
F101	54.11	62.87	71.63	80.40	89.16	\$112,542.31	\$185,452.06
F102	59.51	69.15	78.79	88.44	98.08	\$123,779.39	\$204,006.10
Effective January 1, 2015 Florida minimum wage was changed to \$8.05							

## EXHIBIT B

LIBRARY PAY SCHEDULE							
FY 2014/2015							
	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
GE-01	9.19	10.94	12.69	14.43	16.18	\$19,115.00	\$33,657.00
GE-02	9.66	11.50	13.33	15.17	17.01	\$20,092.00	\$35,371.00
GE-03	10.14	12.07	13.99	15.92	17.85	\$21,091.00	\$37,128.00
GE-04	10.65	12.68	14.70	16.73	18.76	\$22,152.00	\$39,013.00
GE-05	11.14	13.15	15.16	17.17	19.18	\$23,171.00	\$39,892.00
GE-06	11.48	13.61	15.74	17.87	20.00	\$23,878.00	\$41,606.00
GE-07	11.82	14.07	16.31	18.56	20.81	\$24,585.00	\$43,276.00
GE-08	12.26	14.51	16.76	19.01	21.26	\$25,500.00	\$44,220.00
GE-09	12.63	14.90	17.18	19.45	21.72	\$26,270.00	\$45,184.00
GE-10	13.00	15.41	17.82	20.23	22.64	\$27,040.00	\$47,091.00
GE-11	13.37	15.92	18.47	21.02	23.57	\$27,809.00	\$49,019.00
GE-12	13.72	16.33	18.95	21.56	24.17	\$28,537.00	\$50,283.00
GE-13	14.08	16.76	19.44	22.12	24.80	\$29,286.00	\$51,590.00
GE-14	14.50	17.26	20.02	22.78	25.53	\$30,160.00	\$53,111.00
GE-15	15.23	18.13	21.03	23.92	26.82	\$31,678.00	\$55,789.00
GE-16	16.00	19.04	22.08	25.12	28.16	\$33,280.00	\$58,574.00
GE-17	16.81	20.00	23.20	26.39	29.58	\$34,954.00	\$61,530.00
GE-18	17.65	21.01	24.36	27.72	31.08	\$36,712.00	\$64,637.00
GE-19	18.64	22.06	25.59	29.11	32.63	\$38,563.00	\$67,872.00
GE-20	19.48	23.18	26.88	30.58	34.28	\$40,518.00	\$71,300.00
GE-21	20.46	24.34	28.23	32.11	36.00	\$42,556.00	\$74,877.00
GE-22	20.86	24.82	28.78	32.74	36.70	\$43,388.00	\$76,334.00
GE-23	22.67	26.85	31.13	36.41	39.69	\$46,945.00	\$82,547.00
No changes were made for FY 14/15.							

# EXHIBIT C

## JAIL PAY SCHEDULE

FY 2014/2015

	HOURLY					ANNUAL	
DBM	MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
JA10	9.25	10.44	11.63	12.82	14.01	\$19,240.00	\$29,138.84
JA11	10.19	11.50	12.81	14.13	15.44	\$21,195.20	\$32,114.58
JA12	10.70	12.08	13.45	14.83	16.20	\$22,258.00	\$33,689.95
JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,677.89
JB20	12.09	13.65	15.20	16.76	18.31	\$25,147.20	\$38,091.87
JB21	13.30	15.01	16.72	18.44	20.15	\$27,684.00	\$41,905.34
JB22	14.86	16.89	18.81	20.74	22.68	\$31,116.80	\$47,132.80
JB22A	15.71	17.73	19.75	21.77	23.79	\$32,676.80	\$49,489.44
JB22B	16.49	18.81	21.12	23.44	25.75	\$34,299.20	\$53,580.00
JB22C	17.32	19.55	21.78	24.01	26.23	\$36,025.60	\$54,566.93
JB23S	12.59	14.21	15.83	17.45	19.07	\$26,187.20	\$39,655.82
JB23T	15.11	17.05	18.99	20.93	22.88	\$31,420.48	\$47,582.70
JB23	16.63	18.76	20.90	23.03	25.16	\$34,590.40	\$52,338.83
JB23A	17.44	19.69	21.83	24.18	26.43	\$36,275.20	\$54,973.98
JB23B	18.32	20.88	23.03	25.39	27.75	\$38,105.60	\$57,716.28
JB23C	19.24	21.71	24.19	26.66	29.14	\$40,019.20	\$60,608.50
JB31	18.69	21.10	23.50	25.91	28.31	\$38,875.20	\$58,894.58
JB32	21.18	23.60	26.63	29.35	32.07	\$44,054.40	\$66,714.34
JC40	21.13	23.65	26.58	29.30	32.02	\$43,950.40	\$66,607.22
JC41	23.28	26.25	29.24	32.23	35.23	\$48,380.80	\$73,270.08
JC42	24.81	28.11	31.32	34.52	37.73	\$51,812.80	\$78,476.11
JC43	26.57	29.99	33.41	36.82	40.24	\$55,265.60	\$83,703.57
JCS1	26.64	32.33	36.01	39.70	43.36	\$59,571.20	\$90,237.89
JCS2	31.13	35.14	39.14	43.16	47.15	\$64,750.40	\$98,079.07
JD61	39.20	37.47	41.75	46.02	50.29	\$89,056.00	\$104,813.39
JD62	34.86	39.35	43.83	48.32	52.81	\$72,508.80	\$109,840.85
JD63	36.52	41.22	45.92	50.61	55.31	\$75,881.60	\$115,046.88
JD71	38.60	43.57	48.53	53.50	58.46	\$80,288.00	\$121,602.62
JD72	41.09	46.37	51.66	56.94	62.22	\$85,467.20	\$129,422.38
JE81	43.16	48.71	54.27	59.82	65.37	\$89,772.80	\$135,978.13
JE82	44.82	50.58	56.35	62.11	67.88	\$93,225.60	\$141,184.16
JE83	46.47	52.45	58.43	64.41	70.39	\$96,657.60	\$146,411.62
JE91	48.55	54.80	61.04	67.28	73.53	\$100,984.00	\$152,945.94
JE92	51.03	57.60	64.17	70.73	77.30	\$106,142.40	\$160,787.12
JF101	55.12	62.21	69.30	76.39	83.48	\$114,649.60	\$173,641.52
JF102	60.63	68.43	76.23	84.03	91.83	\$126,110.40	\$191,016.38

No Changes were made for FY 14/15

# EXHIBIT D

MEDICAL JAIL PAY SCHEDULE								
FY 2014/2015								
MEDICAL POSITION	DBM	HOURLY					ANNUAL	
		MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
Adv Registered Nurse Practitioner	JD72	40.38	45.77	51.25	56.74	62.22	\$83,782.40	\$129,422.38
Certified Medical Assistant	JA12	10.49	11.92	13.35	14.78	16.20	\$21,919.20	\$33,699.95
Dental Assistant	JB21	13.04	14.62	16.20	17.77	19.35	\$27,123.20	\$41,805.34
Emergency Medical Technician	JB21	13.04	14.62	16.20	17.77	19.35	\$27,123.20	\$41,805.34
Health Information Specialist	JB22	14.67	16.20	17.77	19.35	20.92	\$30,513.60	\$47,132.80
Health Services Administrator	JD82	34.18	38.84	43.50	48.15	52.81	\$71,094.40	\$109,848.65
Licensed Practical Nurse	JB22	14.67	16.20	17.77	19.35	20.92	\$30,513.60	\$47,132.80
Nursing Manager	JC42	24.42	27.76	31.10	34.44	37.77	\$50,793.60	\$78,476.11
Pharmacy Tech	JA13	11.41	12.97	14.52	16.08	17.63	\$23,732.80	\$36,877.89
Registered Nurse	JB31	18.32	20.82	23.32	25.81	28.31	\$38,105.60	\$58,894.58
No change was made for FY 14/15.								

MENTAL HEALTH JAIL PAY SCHEDULE								
FY 2014/2015								
MEDICAL POSITION	DBM	HOURLY					ANNUAL	
		MINIMUM	1ST QUARTILE	MIDPOINT	3RD QUARTILE	MAXIMUM	MINIMUM	MAXIMUM
Court Liaison	JB31	18.89	21.10	23.60	25.91	28.31	\$38,875.20	\$58,894.58
Director of Mental Health	JD81	33.20	37.47	41.75	46.02	50.29	\$89,058.00	\$104,613.39
Forensic Jail Case Manager	JB23	16.63	18.78	20.90	23.03	25.16	\$34,590.40	\$38,338.83
Medical Support Assistant	JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,877.89
Mental Health Counselor	JB31	18.89	21.10	23.60	25.91	28.31	\$38,875.20	\$58,894.58
Mental Health Office Assistant	JA13	11.64	13.14	14.64	16.14	17.63	\$24,211.20	\$36,877.89

Exhibit E		
WORKER'S COMPENSATION CODES		
Title	WC Code	Type
Accountant	8810	Clerical Office Employees NOC
Accounting Assistant	8810	Clerical Office Employees NOC
Accounting Manager	8810	Clerical Office Employees NOC
Accounting Technician	8810	Clerical Office Employees NOC
Accreditation Manager	8810	Clerical Office Employees NOC
Administrative Assistant	7720	Police Officers & Drivers
Administrative Assistant	8810	Clerical Office Employees NOC
Administrative Assistant	8810	Clerical Office Employees NOC
Administrative Assistant	8820	Atty - Ees & Clerical, Mesngers, Drivers
Administrative Supervisor	8810	Clerical Office Employees NOC
Advanced Registered Nurse Practitioner	7720	Police Officers & Drivers
Animal Control Officer	8831	Hospital - Veterinary - & Drivers
Animal Control Supv	8831	Hospital - Veterinary - & Drivers
Animal Services Manager	8831	Hospital - Veterinary - & Drivers
Assistant to the County Administrator	8810	Clerical Office Employees NOC
Asst County Attorney (Non-cert)	8820	Atty - Ees & Clerical, Mesngers, Drivers
Battalion Chief	7704	Firefighters & Drivers
Billing Manager	8810	Clerical Office Employees NOC
Bldg Cd Enforce Officer	9410	Muni, Township, County or State Ee NOC
Branch Director	8810	Clerical Office Employees NOC
Budget Manager	8810	Clerical Office Employees NOC
Building Code Inspector	9410	Muni, Township, County or State Ee NOC
Certified Medical Assistant	7720	Police Officers & Drivers
Commissioner	8810	Clerical Office Employees NOC
Commissioner's Aide	8810	Clerical Office Employees NOC
Community Center Coordinator	9102	Park NOC - All Employees & Drivers
Construction Inspector	9410	Muni, Township, County or State Ee NOC
Construction Mgr	9410	Muni, Township, County or State Ee NOC
Corrections Captain	7720	Police Officers & Drivers
Corrections Lieutenant	7720	Police Officers & Drivers
Corrections Officer	7720	Police Officers & Drivers
Corrections Officer	7720	Police Officers & Drivers
Corrections Officer Trainee	7720	Police Officers & Drivers
Corrections Sergeant	7720	Police Officers & Drivers
Counseling Program Coordinator	8810	Clerical Office Employees NOC
County Administrator	8810	Clerical Office Employees NOC
County Attorney	8820	Atty - Ees & Clerical, Mesngers, Drivers
County Surveyor	8601	Architect or Engineer - Consulting
Court Liaison	8820	Atty - Ees & Clerical, Mesngers, Drivers
Criminal Justice Prog Mgr	8810	Clerical Office Employees NOC
Criminal Justice Spec I	8810	Clerical Office Employees NOC
Criminal Justice Spec II	8810	Clerical Office Employees NOC
Custodial Mgr	9015	Buildings - Operation by Owner or Lessee
Custodial Supv	9015	Buildings - Operation by Owner or Lessee
Custodial Worker	9015	Buildings - Operation by Owner or Lessee
Customer Service Associate	8810	Clerical Office Employees NOC
Customer Service Technician	8810	Clerical Office Employees NOC
Department Director I	8810	Clerical Office Employees NOC
Department Director I	9102	Park NOC - All Employees & Drivers
Department Director II	8810	Clerical Office Employees NOC
Department Director III	8810	Clerical Office Employees NOC
Deputy County Attorney	8820	Atty - Ees & Clerical, Mesngers, Drivers
Deputy Fire Chief	7704	Firefighters & Drivers
Detention Assistant	7720	Police Officers & Drivers
Development Prog Mgr	8810	Clerical Office Employees NOC
Director of Mental Health	7720	Police Officers & Drivers



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591

PENSACOLA, FL 32591-1591  
TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

(850) 595-4805

<http://www.myscambian.com/solicitations>



CLAUDIA SIMMONS, CPPO  
Purchasing Manager

March 30, 2015

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Temporary Labor Services  
Specification Number PD 14-15.041

Bidders:

This Addendum #1 for the following:

Add Scope of Work (attached):

Remove and Replace Page 4 (attached) of Bid Form:

**Answers to Vendor's Questions**

- Q. How will you calculate the final tabulation results for award - (1) Average of all Billable Rate Factors - Column 6 of Bid Form, (2) Average of Total Dollars - Column 7 of Bid Form, or (3) other method?
- A. Please contact the Office of Purchasing, Multiply the "Billable Rate Factor Column" (6) by the "Total by Comp Column" (5) and place that amount in the "Total by Comp Code Column" (7).
- Q. Have the Billable Rate Factors increased since the 2012 award? If so, what are the current Billable Rate Factors?
- A. Please visit our website [www.myscambian.com](http://www.myscambian.com) then click on Vendor then Solicitations (for the current contract for this RFP) click on Existing Contracts.
- Q. Workers' Comp Code 7720 was not included in the 2012 bid. What is the original Billable Rate Factor (when first added to this scope of work)?
- A. The jail was acquired after the original solicitation and award - we do not currently have any jail positions on temporary (3<sup>rd</sup> party) labor assignments.
- Q. What is the accident/injury/incident history for this contract since 2012?
- A. Unknown, these are not County employees but employees of the agencies.
- Q. Column 3 of the Bid Form provides number of employees. Does this represent the number of employees per week? If not, what period of time does this cover?
- A. No, this is based on trend and an average over a year.
- Q. What are the total billable hours per Workers' Comp Code for 2013?

Addendum 1

14-15.041

A. Approximately \$1,727,089 was paid on this contract during this period.

Q. What are the total billable hours per Workers' Comp Code for 2014?

A. \$884,990 was paid out to Blue Arbor, Inc. for this Temporary Service provider

I see no mention for the participating staffing services to address the Affordable Care Act. We have expended thousands of dollars and man-hours to insure understanding of and compliance with the ACA, particularly as it relates to the relationship between a staffing service and its' customer.

The cost for the ACA in 2016 for employers with 50 or more full-time employees will take one of two forms: (1) pay ACA penalties or (2) provide an ACA compliant health insurance plan, making it affordable to employees by paying the applicable amount of premium required to meet the affordability test based on annual employee wages.

For 2015 we have an ACA Surcharge for all customers per straight-time hour billed rather than an increase in the percentage markup per hour. This per hour ACA Surcharge provides the most transparent method and traceable data for our clients and is noted as a separate line item on our invoices. It also provides the least expensive option to the customer.

As an example, if the hourly ACA Surcharge is \$.20 per straight-time hour billed, you know the charge is \$.20 per hour for every employee assigned, regardless of the employee pay rate. If a percentage markup is included for the ACA, you pay more for the ACA; 5% ACA charge x \$9.19 pay = \$.46 per hour while a 5% ACA charge x \$23.82 pay = \$1.19 per hour. An ACA percentage markup would also be calculated on overtime hours, adding even more costs to you.

Q. Will you add a requirement to PD 14-15.041, asking for (1) the methodology for addressing the ACA and costs associated with the ACA, (2) the methodology for the ACA rate calculation and (3) the ACA bill rate to the County?

A. No

Q. We are unable to locate A-1-4, noting the required drugs screen and background check criteria. Will you provide the specific requirements?

A. Yes, requirements vary according to the job.

Q. Will you provide the required PPE for each of the Workers' Comp Code categories?

A. Not for this bid as the required PPE is variable depending on assignment

Q. How is the County currently handling temporary staffing needs?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)

Q. Is there an incumbent supplier? If so, please provide current billable rates?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI) - Please see attached bid tabulation sheet on website [www.myscambria.com](http://www.myscambria.com).

Q. What is the anticipated annual volume of this contract, in hours or dollars? Anticipated need per category?

A. Unknown at this time - The needs of the department and other factors vary.

Q. Regarding background checks and drug screening, we have the capability to mirror the County's requirements for internal personnel or other parameters that the County chooses. What are the minimum screening parameters expected for each candidate? Is an additional level of screening required for certain positions - such as drivers or jail personnel.

A. Please see Scope of Work section in the solicitation - some positions may require additional screenings.

Q. Who is the current incumbent?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)

Q. What has been the annual spend for each of the past three years?

A. Approximately \$3M (depends on the need) - FY 13/14 the amount paid out on this contract was \$884,990.

Addendum 1

14-15.041

- Q. Does the current vendor have an office in county and is it a contract requirement?  
A. Yes
- Q. Will the site supervisor be on site at the counties offices? does that mean you will provide an office?  
A. No, No
- Q. What is the current contract rate factor for each of the bid positions?  
A. Please see attached bid tabulation form on website [www.myscambria.com](http://www.myscambria.com)
- Q. Will this be a single vendor award or multiple awards?  
A. Single vendor
- Q. If you are providing the pay rates, please explain the purpose of exhibits A, B, C and D?  
A. The rates are averages for those particular jobs. The exhibits (pay rates) are what the County presently pays for those positions and can be used as a guideline - rates of pay may be higher or lower.
- Q. Have the positions listed on Pages 3 & 4 been part of a solicitation in the past?  
A. Yes
- Q. How may we obtain a copy of the Bid Tabulation showing the amounts Bid by each responder the last time the positions on Pages 3 & 4 were part of a solicitation?  
A. Please see attached bid tabulation form.
- Q. Please identify which positions on pages 3 & 4 require licensing by the Florida Department of Business and Professional Regulation?  
A. Not aware of any
- Q. Please identify if any of the temporaries utilized by Escambia County will be required to  
A. Hydro blasting - No  
Working on Roofs - No  
Work on/or erect Scaffolding more than (6' feet) off the ground or work surface - No  
USL&H Work - No  
Jones Act Work - No  
Heavy Demolition Work - No  
Work More Than (6) feet above the Ground or Work Surface Above Ground - No  
Tunneling - No  
Asbestos Abatement - No  
Mold Removal - No  
Working With Hot Chemicals - No  
Tree Trimming - Yes  
Operating Heavy Equipment/Motorized Equipment - Yes  
Work on Garbage Trucks - No
- Q. Driving Vehicles on Public Streets (We understand that several of the positions on Pages 3 & 4 have the word "DRIVERS" in the position description but will they really be DRIVING?)  
A. Some positions require driving - those individuals will need a valid driver's license
- Q. Is there any way to find out approximately temporaries you use is a given week or month?  
A. Several departments utilize the temporary service and the need varies.
- Q. Is there a break down by category (i.e. clerical, light industrial, heavy industrial, professional)?  
A. Please see page 4 of the solicitation (Bid Form)
- Q. Have there been any adjustments on the current contract in the past 2 years?

Addendum I

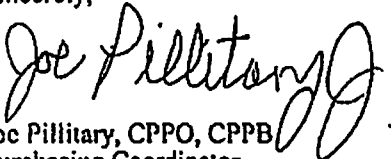
14-15.041

- A. There was an amendment to the agreement to change the name of the business.
- Q. What is the process if a position is not filled in a timely manner?
- A. A timely manner needs to be defined – HR will need to be notified as well as the requesting department of the reason.
- Q. How much money was spent on staffing services in the past year, and what is the projection for next year?
- A. FY13/14 the amount paid out on this contract was \$884,990 – the projection for FY 15/16 may be close to the same – more or less on the needs of the requesting department.
- Q. What are the current bill rates and mark-up percentages per position?
- A. Please see tabulation sheet as well as Exhibits A – D (Pay Rates)
- Q. Is there any estimated budget allocated for this RFP?
- A. Approximately \$850,000 – some departments have budgets set aside for this type of service.
- Q. What are the average length of assignments?
- A. This varies according to the need of the department.
- Q. Will you provide the required PPE for each of the Workers' Comp Code categories?
- A. Yes
- Q. General liability requirements include bodily injury and property damage resulting from explosion, collapse or underground exposures. What Worker's Comp (job) categories listed on the Bid Form have these exposures?
- A. None, as it relates to temporary employees.
- Q. I would like to know the cash volume that the library clerks would be handling on any given day.
- A. Up to approximately \$500 but this is on the high end – Normally around \$200
- Q. Can you further define the scope of services to include: See below:
- A. a) minimum and maximum duration of work assignments? Assignment times vary
- A. b) the expected turnaround time from "order" to on the job placement? Varies according to the need e.g. additional background screenings
- Q. Page 15, No. 6 - Is this solicitation for services during EMERGENCY situations only?
- A. No
- Q. Is it the desire of the County that vendor provide health, Holiday and PTO benefits and or is the County only interested in the lowest rate?
- A. The County is interested in the lowest and most responsive bidder.  
The County is not responsible for any benefits of the temporary employee as they are not County employees but the agencies.
- Q. Is it the intention of the County to award to a single vendor?
- A. Yes
- Q. On "Bid Form," is the Number of Employees listed a current or proposed maximum?
- A. No, just an average – could be more or less depending on the need of the various departments.
- Q. Can subcontractors be utilized in providing temporary labor for positions such as CORRECTIONAL OFFICERS, etc.?

- A. The successful bidder will be required to supply personnel that perform all required functions of the job in a satisfactory manner. Some positions will only be staffed by the County.
- Q. Can you provide details regarding current usage to include:
- A. Average weekly number of "temporary employees" – For the average, please see pages 4 & 5 (column 3) of the solicitation.
- Q. Who is the current vendor?
- A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)
- Q. What are the current "Bill Rates" under that contract?
- A. Please see attached bid tabulation form.
- Q. Will the County's insurance be "First Position" where temporary labor is required to drive County vehicles?
- A. Please see page 20 of the solicitation – where it speaks of required coverages
- Q. Does the County currently or plan to use temporary labor as a source for full-time employees?
- A. Depends on the department's needs.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

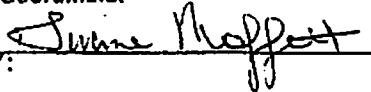


Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED:

COMPANY:

JP/lk



## **SCOPE OF WORK**

**CONTRACT EFFECTIVE: Upon Award with implementation no later than September 30, 2015.**

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed price contract to furnish, as required, Temporary Labor Services for the Escambia County BCC (County). This will be a single award contract.

Assignments will have a not-to-exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2014/2015 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however, the Agency will be responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, [www.myscambia.com](http://www.myscambia.com). Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain a temporary employee for a minimum amount of time. The County is not responsible for any benefits of the temporary employee. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

### **The Agency**

The Agency shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Agency will complete the following for each temporary employee who will be assigned to a County Division:

**A. REQUIRED – (Cost associated with 1-4 may not be billed to the County and these costs shall be incorporated in the billable rate factor.)**

1. A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any temporary employee transferring as a result of the award of this contract.)
2. A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. A temporary employee may be placed at the County subject to the results of the criminal background check.
3. Minimum of two employment reference checks.
4. Sexual Predator background check.

The Agency may be required to conduct additional tests and background checks based on position requirements.

**B. ADDITIONAL - (At County's Request – may be billed back to the County at cost)**

1. Education check, as required.

2. Credit Check, if applicable. (For positions that handle money)
3. A Division of Motor Vehicles background check, if applicable.
4. DOT 5-panel drug test, as required.

All costs associated with additional tests, background checks (Items B 1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

Temporary employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

Temporary employees assigned to the County, who will be handling money, will be bonded prior to their assignment to the County. Additional screening will be necessary for employees handling money.

The Agency will maintain a local office and provide a dedicated Site Supervisor for all temporary employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with temporary employees which include, safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will discipline, counsel, evaluate performance, and terminate (when deemed necessary) the temporary employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address temporary employees concerns, questions, etc. each week. If the County should have a serious issue with the Agency's temporary employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

All temporary employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at [www.myescambia.com](http://www.myescambia.com) under Risk Management.

~~The Agency shall provide any Personal Protective Equipment and safety training required for the position. All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.~~

All temporary employees shall maintain high standards of personal grooming and shall dress appropriately for the job.

If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post accident drug test at no additional cost to the County.

The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time

The Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be



eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

The Agency shall agree to supply a temporary employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the temporary employee will be required. If the temporary employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department for clearance before the temporary employee is assigned to the County.

County mandated Emergency Administrative Leave is for regular County employees only. Temporary employees on assignment with the County are not required to work during a County mandated emergency. Temporary employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

The Agency will have all temporary employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the assigned temporary employee.

#### **Arrests**

Agency must notify the County (Department of Human Resources) when a temporary employee is arrested for a matter more serious than a minor traffic offense within two business days of the occurrence.

#### **Affordable Care Act (ACA)**

The Agency will be required to address the Affordable Care Act (ACA). For employees working more than 30 hours per week and who are eligible for health coverage consistent with the terms of the ACA, the Agency will provide a compliant medical plan. Under the Employer Shared Responsibility provisions of the ACA, if employers do not offer affordable health coverage that provides a minimum level of coverage to their full-time employees (and their dependents); the employer may be subject to an Employer Shared Responsibility component of the ACA.

The Agency agrees to provide all information required for the County to meet annual reporting requirements regarding the ACA including whether insurance coverage was offered to the employee and his/her children; whether the Agency coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered the Agency's coverage; and the calendar month during which the employee was enrolled in the staffing firm's coverage.

#### **Invoicing**

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) temporary employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

### **Requesting a Temporary Employee**

When requesting a temporary employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the temporary employee, the County, and the Agency.

### **BILLABLE RATE FACTOR**

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate.

Example: \$10.00 hourly pay rate x 1.33 (Billable Rate Factor) = \$13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

Note: The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

### **Cash Handling**

For employees handling cash, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security) and insurance in full force and effect throughout the Term in the manner Specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place throughout the Term hereof shall be an Event of Default by Agency hereunder.

**BID FORM**  
**Specification Number PD 14-15.041**  
**Temporary Labor Services**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Temporary Labor Services 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:

Worker's Comp. Code (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70		
6217	Excavation & Drivers ( Solid Waste Department – Equipment Operator)	10	\$12.49	\$124.90		
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90		
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1	\$10.20	\$10.20		
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30		
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75		
8810	Jail - Administration	1	\$14.67	\$14.67		
7720	Jail – Corrections, Officers, Custodial	12	\$13.42 \$16.63	\$161.04 \$16.63		
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16		
8831	Hospital – Veterinary - & Drivers ( Kennel Technician)	4	\$11.25	\$45.00		
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70		

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF PURCHASING  
213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850) 595-1980  
(SUNCOM) 695-1980  
(850) 595-1805  
<http://www.escomibid.com/communications>



CLAUDIA SIMMONS, CPPO  
*Purchasing Manager*

March 30, 2015

To: All Known Prospective Bidders

**ADDENDUM NUMBER 2:**

Re: Temporary Labor Services  
Specification Number PD 14-15.041

Bidders:

**This Addendum #2 for the following:**

**Add Temporary Disclaimers (attached):**

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in black ink that reads "Joe F. Pillitary". The signature is stylized with a large, looping "J" and "P".

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
JP/IK

A handwritten signature in black ink that reads "Lucia Wofford". The signature is written in a cursive style.

Addendum 2  
14-15.041

**(Agency Letterhead)**

**Temporary Employee Disclaimer**

I, \_\_\_\_\_, understand that I am an employee of  
(Temporary Employee)  
\_\_\_\_\_, not Escambia County Board of County  
(Agency)

Commissioners (BCC). Furthermore, I understand the Escambia County BCC provides NO employee benefits to persons assigned to work at the BCC through an employment agency or service. This means I am NOT eligible to receive health insurance, leave, retirement, workers compensation or other benefits from the County as a result of my work assignments through \_\_\_\_\_ to Escambia County BCC. As an  
(Agency)  
employee of \_\_\_\_\_, I am, however, eligible for the benefits  
(Agency)  
that are exclusively offered through them.

I, \_\_\_\_\_, hereby acknowledge that I have completed an  
(Temporary Employee)  
orientation from \_\_\_\_\_ regarding the policies, procedures, safety  
(Agency)  
practices and expectations for my assignment with Escambia County BCC.

Furthermore, I understand that at no time is it guaranteed or said that Escambia County BCC will hire me as a regular employee.

\_\_\_\_\_  
Temporary Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
Agency Representative Signature

\_\_\_\_\_  
Date

### **Agency Disclaimer**

**Escambia County Florida provides no temporary employee benefits to persons from employment agencies or services. Temporary employee benefits (if any) are provided by the employment agency or service-company providing such personnel to Escambia County.**

**Such employment agencies or service companies shall certify to Escambia County as a condition of employment that they have individual disclosure documents executed by each temporary employee stating that any employment benefits provided to such temporary employees shall be exclusively from the employment agency or service-company which provide such persons to Escambia County.**

**In no event shall any person employed by such employment agencies or service companies rendering services or labor to Escambia County be eligible to receive health insurance, leave, retirement, workers compensation or other State of Florida employment benefits from the County as a result of work assignments to Escambia County.**

**I hereby certify that \_\_\_\_\_ will obtain  
Agency Name**

**signed disclosure documents from every temporary employee provided to Escambia County.**

**Signature: \_\_\_\_\_**

**\_\_\_\_\_ Date**

**\_\_\_\_\_  
(Print Name/Title)**



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 25, 2013

EMMANUEL, SHEPPARD & CONDON  
% TIFFANY PERKINS  
POST OFFICE DRAWER 1271  
PENSACOLA, FL 32591-1271

Re: Document Number F05000000624

The Amendment to the Application of a Foreign Corporation for TEMPORARY EMPLOYEE SERVICES, INC. which changed its name to BLUE ARBOR, INC., a North Carolina corporation authorized to transact business in Florida, was filed on October 25, 2013.

The certification you requested is enclosed.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton  
Regulatory Specialist II  
Division of Corporations

Letter Number: 913A00025001



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Corporation, filed on October 25, 2013, for TEMPORARY EMPLOYEE SERVICES, INC. which changed its name to BLUE ARBOR, INC., a North Carolina corporation authorized to transact business in Florida, as shown by the records of this office.

The document number of this corporation is F05000000624.



CR2EO22 (1-11)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-fifth day of October, 2013

*Ken Detzner*

Ken Detzner  
Secretary of State

**PROFIT CORPORATION**  
**APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE**  
**AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT**  
**BUSINESS IN FLORIDA**  
(Pursuant to Section 607.1504, F.S.)

**SECTION I (1-3) Must be Completed)**

Florida document number F05000000624.

1. Name of Corporation as it appears on the records of the Department of State:

**TEMPORARY EMPLOYEE SERVICES, INC.**

2. Incorporated under laws of:

**NORTH CAROLINA**

3. Date Authorized to do business in Florida:

**JANUARY 27, 2005**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 OCT 25 PM 4:12

**SECTION II (4-7) Complete Only the Applicable Changes)**

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of the corporation:

**JULY 8, 2013**

5. Name of corporation after the amendment, adding suffix "corporation," company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation:

**BLUE ARBOR, INC.**

If the new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida:

6. If the Amendment changes the period of duration, indicate the new period of duration:
7. If the Amendment changes the jurisdiction of incorporation, indicate the new jurisdiction:
8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

Dated: 10 / 4, 2013.

Lucine Moffett  
(Signature of a director, president, or other officer –  
If in the hands of a receiver or other court appointed  
Fiduciary, by that Fiduciary)

Lucine Moffett  
(Typed Name of Person Signing)

President  
(Title of Person Signing)



# NORTH CAROLINA

## Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF AMENDMENT

OF

BLUE ARBOR, INC.

the original of which was filed in this office on the 8th day of July, 2013.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 25th day of September, 2013.

*Elaine F. Marshall*

Secretary of State

SOSID: 0145983  
Date Filed: 7/8/2013 1:48:00 PM  
Klaime F. Marshall  
North Carolina Secretary of State

C201318900428

**ARTICLES OF AMENDMENT  
OF  
TEMPORARY EMPLOYEE SERVICES, INC.**

The undersigned corporation, pursuant to N.C.G.S. Chapter 55, hereby submits these Articles of Amendment for the purpose of amending its Articles of Incorporation:

1. The name of the corporation is Temporary Employee Services, Inc.
2. The following amendment to the Articles of Incorporation was duly adopted on the 11<sup>th</sup> day of June, 2013, in the manner prescribed by law:
  - A. The name of the corporation is hereby amended to be Blue Arbor, Inc.
3. The Board of Directors unanimously recommended the amendment to the Shareholders
4. The Shareholders, after due and proper notice of special notice approved the amendment unanimously.
5. The amendment contained herein was adopted on the 11<sup>th</sup> day of June, 2013.
6. The corporation has only one class of stock and no voting groups.
7. The amendment contained herein is effective upon filing.

This the 11<sup>th</sup> day of June, 2013.

Blue Arbor, Inc.,  
formerly known as Temporary Employee Services, Inc.

By:

Lucine Moffett  
Lucine Moffett, President

ATTEST:

Jaime L. Moffett  
Jaime L. Moffett, Secretary

F:\SERV\01\318900428\DOCS\003\1241.000.DOC



**Janet Holley, CFC**

ESCAMBIA COUNTY TAX COLLECTOR

Post Office Box 1312

Pensacola, FL 32591

Phone: 850-438-6500

Email: [ectc@escambiat taxp collector.com](mailto:ectc@escambiat taxp collector.com)

Web: [www.escambiat taxp collector.com](http://www.escambiat taxp collector.com)

## IMPORTANT INFORMATION ABOUT YOUR BUSINESS TAX RECEIPT

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

A business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and any other lawful authority.

All business tax receipts expire September 30 of each year.

Contact our office by phone at (850) 438-6500, ext. 3252 or by email at [ectc@escambiat taxp collector.com](mailto:ectc@escambiat taxp collector.com) if any of the following changes occur with your business:

- Ownership
- Location
- Name

**Note:** If your business is closing, an application for a Going Out of Business Permit may be required, along with the surrender of your original business tax receipt and payment of any outstanding tangible tax liability for the business.

Rev. 05/12

INFORMATION ONLY: REMOVE OR FOLD BEHIND BEFORE DISPLAYING RECEIPT

### BUSINESS TAX RECEIPT ESCAMBIA COUNTY, FL

**JANET HOLLEY, CFC**  
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES  
September 30, 2015

THE ISSUANCE OF THIS RECEIPT  
DOES NOT ENSURE COMPETENCY

2014 - 2015

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN  
THE BUSINESS, PROFESSION, OR OCCUPATION OF

PAID-8903890.0001-0001 175 09/12/2014 26.25

EMPLOYMENT AGENCY  
1101 GULF BREEZE PKWY STE 305

ACCT. NO.	608905	GROUP TYPE	047146	TOTAL	26.25
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TEMPORARY EMPLOYEE SERVICES INC

P O BOX 12780  
NEW BERN NC 28561

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

OWNER: MOFFETT LUCINE W

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF PURCHASING  
213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850) 595-4980  
(SUNCOM) 695-4980  
(850) 595-4805  
<http://www.myescambia.com/solicitations>

CLAUDIA SIMMONS, CPPO  
Purchasing Manager



March 30, 2015

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Temporary Labor Services  
Specification Number PD 14-15.041

Bidders:

**This Addendum #1 for the following:**

**Add Scope of Work (attached):**

**Remove and Replace Page 4 (attached) of Bid Form:**

**Answers to Vendor's Questions**

- Q. How will you calculate the final tabulation results for award - (1) Average of all Billable Rate Factors - Column 6 of Bid Form, (2) Average of Total Dollars - Column 7 of Bid Form, or (3) other method?
- A. Please contact the Office of Purchasing, Multiply the "Billable Rate Factor Column" (6) by the "Total by Comp Column" (5) and place that amount in the "Total by Comp Code Column" (7).
- Q. Have the Billable Rate Factors increased since the 2012 award? If so, what are the current Billable Rate Factors?
- A. Please visit our website [www.myescambia.com](http://www.myescambia.com) then click on Vendor then Solicitations (for the current contract for this RFP) click on Existing Contracts.
- Q. Workers' Comp Code 7720 was not included in the 2012 bid. What is the original Billable Rate Factor (when first added to this scope of work)?
- A. The jail was acquired after the original solicitation and award - we do not currently have any jail positions on temporary (3<sup>rd</sup> party) labor assignments.
- Q. What is the accident/injury/incident history for this contract since 2012?
- A. Unknown, these are not County employees but employees of the agencies.
- Q. Column 3 of the Bid Form provides number of employees. Does this represent the number of employees per week? If not, what period of time does this cover?
- A. No, this is based on trend and an average over a year.
- Q. What are the total billable hours per Workers' Comp Code for 2013?

Addendum 1  
14-15.041



A. Approximately \$1,727,089 was paid on this contract during this period.

Q. What are the total billable hours per Workers' Comp Code for 2014?

A. \$884,990 was paid out to Blue Arbor, Inc. for this Temporary Service provider

I see no mention for the participating staffing services to address the Affordable Care Act. We have expended thousands of dollars and man-hours to insure understanding of and compliance with the ACA, particularly as it relates to the relationship between a staffing service and its' customer.

The cost for the ACA in 2016 for employers with 50 or more full-time employees will take one of two forms: (1) pay ACA penalties or (2) provide an ACA compliant health insurance plan, making it affordable to employees by paying the applicable amount of premium required to meet the affordability test based on annual employee wages.

For 2015 we have an ACA Surcharge for all customers per straight-time hour billed rather than an increase in the percentage markup per hour. This per hour ACA Surcharge provides the most transparent method and traceable data for our clients and is noted as a separate line item on our invoices. It also provides the least expensive option to the customer.

As an example, if the hourly ACA Surcharge is \$.20 per straight-time hour billed, you know the charge is \$.20 per hour for every employee assigned, regardless of the employee pay rate. If a percentage markup is included for the ACA, you pay more for the ACA; 5% ACA charge x \$9.19 pay = \$.46 per hour while a 5% ACA charge x \$23.82 pay = \$1.19 per hour. An ACA percentage markup would also be calculated on overtime hours, adding even more costs to you.

Q. Will you add a requirement to PD 14-15.041, asking for (1) the methodology for addressing the ACA and costs associated with the ACA, (2) the methodology for the ACA rate calculation and (3) the ACA bill rate to the County?

A. No

Q. We are unable to locate A-1-4, noting the required drugs screen and background check criteria. Will you provide the specific requirements?

A. Yes, requirements vary according to the job.

Q. Will you provide the required PPE for each of the Workers' Comp Code categories?

A. Not for this bid as the required PPE is variable depending on assignment

Q. How is the County currently handling temporary staffing needs?

A. Blue Arbor, Inc. – formerly Temporary Employee Services, Inc. (TESI)

Q. Is there an incumbent supplier? If so, please provide current billable rates?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI) – Please see attached bid tabulation sheet on website [www.myscambria.com](http://www.myscambria.com).

Q. What is the anticipated annual volume of this contract, in hours or dollars? Anticipated need per category?

A. Unknown at this time – The needs of the department and other factors vary.

Q. Regarding background checks and drug screening, we have the capability to mirror the County's requirements for internal personnel or other parameters that the County chooses. What are the minimum screening parameters expected for each candidate? Is an additional level of screening required for certain positions – such as drivers or jail personnel.

A. Please see Scope of Work section in the solicitation – some positions may require additional screenings.

Q. Who is the current incumbent?

A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)

Q. What has been the annual spend for each of the past three years?

A. Approximately \$3M (depends on the need) - FY 13/14 the amount paid out on this contract was \$884,990.

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- Q. Does the current vendor have an office in county and is it a contract requirement?  
A. Yes
- Q. Will the site supervisor be on site at the counties offices? does that mean you will provide an office?  
A. No, No
- Q. What is the current contract rate factor for each of the bid positions?  
A. Please see attached bid tabulation form on website [www.myescambia.com](http://www.myescambia.com)
- Q. Will this be a single vendor award or multiple awards?  
A. Single vendor
- Q. If you are providing the pay rates, please explain the purpose of exhibits A, B, C and D?  
A. The rates are averages for those particular jobs. The exhibits (pay rates) are what the County presently pays for those positions and can be used as a guideline - rates of pay may be higher or lower.
- Q. Have the positions listed on Pages 3 & 4 been part of a solicitation in the past?  
A. Yes
- Q. How may we obtain a copy of the Bid Tabulation showing the amounts Bid by each responder the last time the positions on Pages 3 & 4 were part of a solicitation?  
A. Please see attached bid tabulation form.
- Q. Please identify which positions on pages 3 & 4 require licensing by the Florida Department of Business and Professional Regulation?  
A. Not aware of any
- Q. Please identify if any of the temporaries utilized by Escambia County will be required to  
A. Hydro blasting - No  
Working on Roofs - No  
Work on/or erect Scaffolding more than (6' feet) off the ground or work surface - No  
USL&H Work - No  
Jones Act Work - No  
Heavy Demolition Work - No  
Work More Than (6) feet above the Ground or Work Surface Above Ground - No  
Tunneling - No  
Asbestos Abatement - No  
Mold Removal - No  
Working With Hot Chemicals - No  
Tree Trimming - Yes  
Operating Heavy Equipment/Motorized Equipment - Yes  
Work on Garbage Trucks - No
- Q. Driving Vehicles on Public Streets (We understand that several of the positions on Pages 3 & 4 have the word "DRIVERS" in the position description but will they really be DRIVING?)  
A. Some positions require driving – those individuals will need a valid driver's license
- Q. Is there any way to find out approximately temporaries you use is a given week or month?  
A. Several departments utilize the temporary service and the need varies.
- Q. Is there a break down by category (I.e. clerical, light industrial, heavy industrial, professional)?  
A. Please see page 4 of the solicitation (Bid Form)
- Q. Have there been any adjustments on the current contract in the past 2 years?

Addendum 1

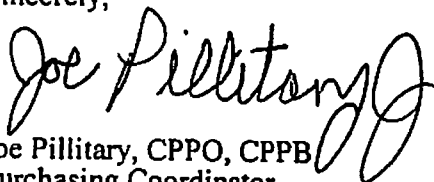
14-15.041

- A. There was an amendment to the agreement to change the name of the business.
- Q. What is the process if a position is not filled in a timely manner?
- A. A timely manner needs to be defined – HR will need to be notified as well as the requesting department of the reason.
- Q. How much money was spent on staffing services in the past year, and what is the projection for next year?
- A. FY13/14 the amount paid out on this contract was \$884,990 – the projection for FY 15/16 may be close to the same – more or less on the needs of the requesting department.
- Q. What are the current bill rates and mark-up percentages per position?
- A. Please see tabulation sheet as well as Exhibits A – D (Pay Rates)
- Q. Is there any estimated budget allocated for this RFP?
- A. Approximately \$850,000 – some departments have budgets set-aside for this type of service.
- Q. What are the average length of assignments?
- A. This varies according to the need of the department.
- Q. Will you provide the required PPE for each of the Workers' Comp Code categories?
- A. Yes
- Q. General liability requirements include bodily injury and property damage resulting from explosion, collapse or underground exposures. What Worker's Comp (job) categories listed on the Bid Form have these exposures?
- A. None, as it relates to temporary employees.
- Q. I would like to know the cash volume that the library clerks would be handling on any given day.
- A. Up to approximately \$500 but this is on the high end – Normally around \$200
- Q. Can you further define the scope of services to include: See below:
- A. a) minimum and maximum duration of work assignments? Assignment times vary
- A. b) the expected turnaround time from "order" to on the job placement? Varies according to the need e.g. additional background screenings
- Q. Page 15, No. 6 - Is this solicitation for services during EMERGENCY situations only?
- A. No
- Q. Is it the desire of the County that vendor provide health, Holiday and PTO benefits and or is the County only interested in the lowest rate?
- A. The County is interested in the lowest and most responsive bidder.  
The County is not responsible for any benefits of the temporary employee as they are not County employees but the agencies.
- Q. Is it the intention of the County to award to a single vendor?
- A. Yes
- Q. On "Bid Form," is the Number of Employees listed a current or proposed maximum?
- A. No, just an average – could be more or less depending on the need of the various departments.
- Q. Can subcontractors be utilized in providing temporary labor for positions such as CORRECTIONAL OFFICERS, etc.?

- A. The successful bidder will be required to supply personnel that perform all required functions of the job in a satisfactory manner. Some positions will only be staffed by the County.
- Q. Can you provide details regarding current usage to include:
- A. Average weekly number of "temporary employees" – For the average, please see pages 4 & 5 (column 3) of the solicitation.
- Q. Who is the current vendor?
- A. Blue Arbor, Inc. - formerly Temporary Employee Services, Inc. (TESI)
- Q. What are the current "Bill Rates" under that contract?
- A. Please see attached bid tabulation form.
- Q. Will the County's insurance be "First Position" where temporary labor is required to drive County vehicles?
- A. Please see page 20 of the solicitation – where it speaks of required coverages
- Q. Does the County currently or plan to use temporary labor as a source for full-time employees?
- A. Depends on the department's needs.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/ik

## **SCOPE OF WORK**

**CONTRACT EFFECTIVE: Upon Award with implementation no later than September 30, 2015.**

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed price contract to furnish, as required, Temporary Labor Services for the Escambia County BCC (County). This will be a single award contract.

Assignments will have a not-to-exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2014/2015 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, [www.myescambia.com](http://www.myescambia.com). Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain a temporary employee for a minimum amount of time. The County is not responsible for any benefits of the temporary employee. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

### **The Agency**

The Agency shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Agency will complete the following for each temporary employee who will be assigned to a County Division:

**A. REQUIRED – (Cost associated with 1-4 may not be billed to the County and these costs shall be incorporated in the billable rate factor.)**

1. A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any temporary employee transferring as a result of the award of this contract.)
2. A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. A temporary employee may be placed at the County subject to the results of the criminal background check.
3. Minimum of two employment reference checks.
4. Sexual Predator background check.

The Agency may be required to conduct additional tests and background checks based on position requirements.

**B. ADDITIONAL - (At County's Request – may be billed back to the County at cost)**

1. Education check, as required.

2. Credit Check, if applicable. (For positions that handle money)
3. A Division of Motor Vehicles background check, if applicable.
4. DOT 5-panel drug test, as required.

All costs associated with additional tests, background checks (Items B 1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

Temporary employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

Temporary employees assigned to the County, who will be handling money, will be bonded prior to their assignment to the County. Additional screening will be necessary for employees handling money.

The Agency will maintain a local office and provide a dedicated Site Supervisor for all temporary employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with temporary employees which include, safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will discipline, counsel, evaluate performance, and terminate (when deemed necessary) the temporary employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address temporary employees concerns, questions, etc. each week. If the County should have a serious issue with the Agency's temporary employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

All temporary employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at [www.myescambia.com](http://www.myescambia.com) under Risk Management.

~~The Agency shall provide any Personal Protective Equipment and safety training required for the position. All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.~~

All temporary employees shall maintain high standards of personal grooming and shall dress appropriately for the job.

If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post accident drug test at no additional cost to the County.

The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time

The Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be

eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

The Agency shall agree to supply a temporary employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the temporary employee will be required. If the temporary employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department for clearance before the temporary employee is assigned to the County.

County mandated Emergency Administrative Leave is for regular County employees only. Temporary employees on assignment with the County are not required to work during a County mandated emergency. Temporary employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

The Agency will have all temporary employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the assigned temporary employee.

#### **Arrests**

Agency must notify the County (Department of Human Resources) when a temporary employee is arrested for a matter more serious than a minor traffic offense within two business days of the occurrence.

#### **Affordable Care Act (ACA)**

The Agency will be required to address the Affordable Care Act (ACA). For employees working more than 30 hours per week and who are eligible for health coverage consistent with the terms of the ACA, the Agency will provide a compliant medical plan. Under the Employer Shared Responsibility provisions of the ACA, if employers do not offer affordable health coverage that provides a minimum level of coverage to their full-time employees (and their dependents); the employer may be subject to an Employer Shared Responsibility component of the ACA.

The Agency agrees to provide all information required for the County to meet annual reporting requirements regarding the ACA including whether insurance coverage was offered to the employee and his/her children; whether the Agency coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered the Agency's coverage; and the calendar month during which the employee was enrolled in the staffing firm's coverage.

#### **Invoicing**

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) temporary employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.



### **Requesting a Temporary Employee**

When requesting a temporary employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the temporary employee, the County, and the Agency.

### **BILLABLE RATE FACTOR**

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate.

Example: \$10.00 hourly pay rate x 1.33 (Billable Rate Factor) = \$13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

Note: The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

### **Cash Handling**

For employees handling cash, the Agency shall procure, at its own expense, bonds (or other security) and insurance acceptable to County as described herein and shall maintain such bonds (or other security) and insurance in full force and effect throughout the Term in the manner Specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida. Failure to maintain the requisite bonds or insurance in place throughout the Term hereof shall be an Event of Default by Agency hereunder.

**BID FORM**  
**Specification Number PD 14-15.041**  
**Temporary Labor Services**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Temporary Labor Services 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:

Worker's Comp Code  (1)	Worker's Compensation Categories General Description with Typical Job Titles  (2)	No. of Emp.  (3)	Avg. Hourly Rate  (4)	Total \$ by Comp Code  (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc.  (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col (7)]  (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70		
6217	Excavation & Drivers ( Solid Waste Department – Equipment Operator)	10	\$12.49	\$124.90		
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90		
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1	\$10.20	\$10.20		
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30		
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75		
8810	Jail - Administration	1	\$14.67	\$14.67		
7720	Jail – Corrections, Officers, Custodial	12	\$13.42 \$16.63	\$161.04 \$199.56		
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16		
8831	Hospital – Veterinary - & Drivers ( Kennel Technician)	4	\$11.25	\$45.00		
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70		

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF PURCHASING  
213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850) 595-4980  
(SUNCOM) 695-4980  
(850) 595-4805  
<http://www.myscambia.com/solicitations>



CLAUDIA SIMMONS, CPPO  
*Purchasing Manager*

March 30, 2015

To: All Known Prospective Bidders

**ADDENDUM NUMBER 2:**

Re: Temporary Labor Services  
Specification Number PD 14-15.041

Bidders:

**This Addendum #2 for the following:**

**Add Temporary Disclaimers (attached):**

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED:  
COMPANY: \_\_\_\_\_  
JP/lk

Addendum 2  
14-15.041

(Agency Letterhead)

**Temporary Employee Disclaimer**

I, \_\_\_\_\_, understand that I am an employee of  
(Temporary Employee)  
\_\_\_\_\_, not Escambia County Board of County  
(Agency)

Commissioners (BCC). Furthermore, I understand the Escambia County BCC provides NO employee benefits to persons assigned to work at the BCC through an employment agency or service. This means I am NOT eligible to receive health insurance, leave, retirement, workers compensation or other benefits from the County as a result of my work assignments through \_\_\_\_\_ to Escambia County BCC. As an  
(Agency)

employee of \_\_\_\_\_, I am, however, eligible for the benefits  
(Agency)  
that are exclusively offered through them.

I, \_\_\_\_\_, hereby acknowledge that I have completed an  
(Temporary Employee)  
orientation from \_\_\_\_\_ regarding the policies, procedures, safety  
(Agency)  
practices and expectations for my assignment with Escambia County BCC.

Furthermore, I understand that at no time is it guaranteed or said that Escambia County BCC will hire me as a regular employee.

\_\_\_\_\_  
Temporary Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
Agency Representative Signature

\_\_\_\_\_  
Date

### **Agency Disclaimer**

**Escambia County Florida provides no temporary employee benefits to persons from employment agencies or services. Temporary employee benefits (if any) are provided by the employment agency or service-company providing such personnel to Escambia County.**

**Such employment agencies or service companies shall certify to Escambia County as a condition of employment that they have individual disclosure documents executed by each temporary employee stating that any employment benefits provided to such temporary employees shall be exclusively from the employment agency or service-company which provide such persons to Escambia County.**

**In no event shall any person employed by such employment agencies or service companies rendering services or labor to Escambia County be eligible to receive health insurance, leave, retirement, workers compensation or other State of Florida employment benefits from the County as a result of work assignments to Escambia County.**

**I hereby certify that \_\_\_\_\_ will obtain  
Agency Name**

**signed disclosure documents from every temporary employee provided to Escambia County.**

**Signature: \_\_\_\_\_**

**\_\_\_\_\_ Date**

**\_\_\_\_\_  
(Print Name/Title)**

# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

## SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

### SUBMIT OFFERS TO:

Joe Pillitary, CPPO, CPPB

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4805

Invitation to Bid

TEMPORARY LABOR SERVICES

SOLICITATION NUMBER: PD 14-15.041

### SOLICITATION

MAILING DATE: Monday, March 9, 2015

PRE-BID CONFERENCE: Tuesday, March 24, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All bidders are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, April 2, 2015 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:

56-1308931

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Blue Arbor, Inc.

ADDRESS: 5413 Morlon Rd P.O. Box 12780

CITY, ST. & ZIP: New Bern, NC 28561

PHONE NO.: (252) 638-3036

TOLL FREE NO.: (800) 633-9715

FAX NO.: (252) 638-5087

REASON FOR NO OFFER:

n/a

BID BOND ATTACHED S NA

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 its 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 assignment shall be made and become effective at the time the County makes final award to the offeror.

Lucine Moffett-Pres.  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Lucine Moffett-Pres.  
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

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

#### ESCAMBIA 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 14-15.041**  
**Temporary Labor Services**

Date: 03/31/15

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Temporary Labor Services 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:

Worker's Comp Code  (1)	Worker's Compensation Categories General Description with Typical Job Titles (2)	No. of Emp. (3)	Avg. Hourly Rate (4)	Total \$ by Comp Code (5)	Billable Rate Factor* e.g. 1.22, 1.43, etc. (6)	Total \$= Total by Comp. Code X Billable Rate [Col. (5) x (6) = Col. (7)] (7)
5509	Street or Road Maintenance or Beautification & Drivers (Road Department - Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	22	\$10.35	\$227.70	1.28	\$291.46
6217	Excavation & Drivers (Solid Waste Department - Equipment Operator)	10	\$12.49	\$124.90	1.25	\$156.13
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	10	\$10.89	\$108.90	1.25	\$136.13
8742	Salespersons, Collectors or Messengers - Outside (Courier)	1	\$10.20	\$10.20	1.18	\$12.04
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	15	\$12.62	\$189.30	1.18	\$223.37
8810	Library - Library Clerk and other clerical positions	25	\$9.19	\$229.75	1.18	\$271.11
8810	Jail - Administration	1	\$14.67	\$14.67	1.18	\$17.31
7720	Jail - Corrections, Officers, Custodial	42	\$13.42 \$16.63	\$561.04 \$698.86	1.29	\$721.40 \$901.52
8820	Attorney - All Employees & Clerical, Messengers, Drivers (Office Support)	4	\$14.54	\$58.16	1.18	\$68.63
8831	Hospital - Veterinary - & Drivers (Kennel Technician)	4	\$11.25	\$45.00	1.29	\$58.05
9015	Buildings - Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	10	\$12.37	\$123.70	1.25	\$154.63



9102	Park - (Maintenance Worker, Technician)	3	\$11.25	\$90.00	1.25	\$112.50
9403	Garbage, Ashes or Refuse Collection & Drivers (Landfill Service Worker)	76	\$10.98	\$65.88	1.28	\$84.33
9410	Municipal, Township, County or State Employee (NOC - Not otherwise Classified) - (Engineer Project Coordinator, Engineer)	6	\$23.82	\$142.92	1.23	\$175.79
Total of Column (7) - Total Bid Amount						\$1,782.92

(Source for the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.)  
 \*The Billable Rate Factor for all categories listed is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug test (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate. The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. Example: \$10.00 (Hourly Pay Rate) X 1.33 (Billable Factor) = \$13.30 (Hourly Bill Rate).

**\*Submittals with any deviation from this format will be disqualified.**  
 All costs associated with tests, background checks, etc. (not listed in A 1-4) performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County and should not be included in the billable factor.

The Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.

#### SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  
 Document Number FO5000000624

Occupational License No. 0000608906

Florida DBPR Contractor's License, Certification and/or  
 Registration No. N/A

Type of Contractor's License, Certification and/or  
 Registration N/A

Expiration Date: \_\_\_\_\_

Terms of Payment  
 (Check one) Net 30 Days ☒ 2% 10th Prox \_\_\_\_\_

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	NA	Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder: Blue Arbor, Inc.

By: Lucine Moffett

Signature: Lucine Moffett

Title: President

Address: P.O. Box 12780 5413 Morton Rd  
New Bern, NC 28561

Person to contact concerning this bid:  
Lucine Moffett

Phone/Toll Free/Fax # 800-633-9715  
(cell) 252-514-5380 (fax) 252-638-5087  
 E-Mail Address: lmoffett@bluearbor.com  
 Home Page Address: www.bluearbor.com

Person to contact for emergency service:

Lucine Moffett  
 Phone/Cell/Pager #: 252-514-5380

Person to contact for disaster service:

Lucine Moffett  
 Home Address: 2006 Downing Drive  
Pensacola, FL 32505  
 Home Phone/Cell/Pager #: 252-514-5380

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County Board of County Commissioners  
(print name of the public entity)

by Lucine Moffett, President  
(print individual's name and title)

for Blue Arbor, Inc.  
(print name of entity submitting sworn statement)

whose business address is

5413 Morton Road New Bern, NC 28562 (physical)  
P.O. Box 12780 New Bern, NC 28561 (mailing)

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
56-1308931

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

*Lucia Maffei*  
(signature)

Sworn to and subscribed before me this 31 day of March, 2015

Personally known \_\_\_\_\_

OR produced identification ✓

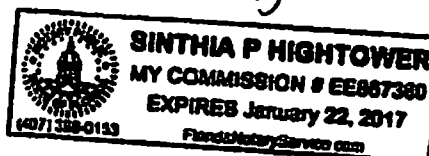
*Driver License*  
(Type of identification)

Notary Public - State of Florida

My commission expires 01/22/2017

*Synthia P. Hightower*  
(Printed typed or stamped commissioned name of notary public)

*Synthia P. Hightower*



### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
Blue Arbor, Inc. does:  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

☒

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

*Lucine Noffke*  
Offeror's Signature  
3/31/15  
Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,  
In what state was it created: North Carolina  
Name as spelled in that State: Blue Arbor, Inc.

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: FO5000000624

Does it use a registered fictitious name: Yes or No

**Names of Officers:**

President: <u>Lucine Moffett</u>	Secretary: <u>Jaime Gossin</u>
Vice President: <u>Jaime Gossin</u>	Treasurer: <u>Kelli Henthorn</u>
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida): Blue Arbor, Inc.

(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: P.O. Box 12780  
City, State Zip: New Bern, NC 28561  
Street Address: 5413 Morion Road  
City, State, Zip: New Bern, NC 28562

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: 56-1308931  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Jaime Gossin E-mail: hr@bluearbor.com  
Telephone Number: 910-297-3930 Facsimile Number: 252-638-5087

Name of individual who will sign the instrument on behalf of the company: Lucine Moffett

(Upon Certification of Award, 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)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company: President

END

---

(850) 488-9000 Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

(Revised 12/21/01)



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11186

County Administrator's Report 17. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Cancellation of Residential Rehab Grant Program Liens

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following October 20, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Cancellation of Residential Rehab Grant Program Liens:

A. Approving the following cancellations of four Residential Rehab Grant Program Liens, as the Grant recipients have met their one year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Susan H. Herrington	267 Seamarge Lane	\$1,267
Bernard and Dorothy Jacobs	400 Rue Max Avenue	\$1,275
Stella M. Reynolds	2411 North E Street	\$1,450
Edward W. Spainhower and Bobbi Jeanne Miller-Allbaugh	1006 Decatur Avenue	\$2,936

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

### **BACKGROUND:**

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

### **BUDGETARY IMPACT:**

There will be no budgetary impact.



**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien document as to form and legal sufficiency.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien document for the owners.

---

**Attachments**

LienCX Herrington-October2016

LienCX Jacobs-October2016

LienCX Reynolds-October2016

LienCX Spainhower and Miller-Allbaugh-October2016

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,267** executed by **Susan H. Herrington**, and recorded in Official Record Book **7419** at pages **969-970**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: 8/25/16

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

**Escambia County  
Clerk's Original**

7/23/2015 CARTEL 5 A(2)

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015077760 10/09/2015 at 02:42 PM  
OFF REC BK: 7419 PG: 969 - 970 Doc Type: L  
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
Susan H. Herrington

Address of Property  
267 Seamarge Lane  
Pensacola, FL 32507

Property Reference No.  
59-2S-30-2700-001-037

**Total Amount of Lien**

**\$1,267**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 7/28/2015 Verified By: *[Signature]*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Susan H. Herrington  
Susan H. Herrington, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2015 by Susan H. Herrington, Property Owner. She ( ) is personally known to me or (X) has produced H652-... 872-0 as identification.



(Notary Seal)

ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe  
Signature of Notary Public  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Steven Barry  
Steven Barry, Chairman

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



Pam Childers  
Deputy Clerk

Date Executed: 7/28/2015

BCC Approved: 07-23-2015

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: K. H. ACH  
Date: 6/24/15



Barrancas District  
267 Seamarge Lane

**Replace roof**

Project Total \$2,535

Grant Total \$1,267





STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,275 executed by Bernard and Dorothy Jacobs, and recorded in Official Record Book 7421 at pages 344-345, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

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

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: [Signature]

Date: 5/19/14

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

**Escambia County  
Clerk's Original**

8/20/2015 CAC #2(1)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Bernard and Dorothy Jacobs**

Address of Property  
**400 Rue Max Avenue**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-5012-001-036**

**Total Amount of Lien**

**\$1,275**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015078653 10/14/2015 at 03:35 PM  
OFF REC BK: 7421 PG: 344 - 345 Doc Type: L  
RECORDING: \$18.50

For Recipient(s):

Bernard Jacobs  
Bernard Jacobs, Property Owner

Dorothy Jacobs  
Dorothy Jacobs, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2015 by Bernard Jacobs, Property Owner. He ☐ is personally known to me or ☒ has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2015 by Dorothy Jacobs, Property Owner. She ☐ is personally known to me or ☒ has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: Steven Barry  
Steven Barry, Chairman

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



Pam Childers  
Deputy Clerk

Date Executed: 8/25/2015

BCC Approved: 8/20/2015

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Edward A. C. A.  
Date: 8/20/15





Before

Barrancas District

400 Rue Max Avenue

**Sanitary sewer connection**

Project Total \$2,550

Grant Total \$1,275



After

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,450 executed by Stella M. Reynolds, and recorded in Official Record Book 7421 at pages 346-347, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: K. Hualar  
Date: 9/9/16

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502



Escambia County  
Clerk's Original

9/24/2015 CAR II-14

Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)  
Stella M. Reynolds

Address of Property  
2411 North E Street  
Pensacola, FL 32501

Property Reference No.  
18-2S-30-6000-100-034

Total Amount of Lien

\$1,450

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015078654 10/14/2015 at 03:35 PM  
OFF REC BK- 7421 PG: 346 - 347 Doc Type: L  
RECORDING: \$18.50

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Stella M. Reynolds  
Stella M. Reynolds, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2015 by Stella M. Reynolds, Property Owner. She ☐ is personally known to me or ☒ has produced FL Drivers LIC as identification.

Maxwell Rogers  
Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS  
Printed Name of Notary Public



For: Board of County Commissioners of Escambia County

By: Steven Barry  
Steven Barry, Chairman

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

Date Executed: 9/29/2015

BCC Approved: 09-24-2015



Debrah Caron  
Deputy Clerk

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Kalwalata  
Date: 9/29/15



Englewood District

2411 N. E Street

**Replace roof**

Project Total \$2,900

Grant Total \$1,450





STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,936** executed by **Edward W. Spainhower and Bobbi Jeanne Miller-Allbaugh**, and recorded in Official Record Book **7421** at pages **348-349**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency

By/Title: \_\_\_\_\_  
Date: 5/15/16

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Escambia County  
Clerk's Original

9/24/2015 CAR II-14

Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

Lien Agreement

Applicant Name  
Edward W. Spainhower and  
Bobbi Jeanne Miller-Allbaugh

Address of Property  
1006 Decatur Avenue  
Pensacola, FL 32507

Property Reference No.  
35-2S-31-1000-080-108

Total Amount of Lien

\$2,936

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015078655 10/14/2015 at 03:35 PM  
OFF REC BK: 7421 PG: 348 - 349 Doc Type: L  
RECORDING: \$18.50

For Recipient:

Edward W. Spainhower, Property Owner

Bobbi Jeanne Miller-Allbaugh, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2015 by Edward W. Spainhower, Property Owner. He (☒) is personally known to me or (☐) has produced \_\_\_\_\_ as identification.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2015 by Bobbi Jeanne Miller-Allbaugh, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

(Notary Seal)

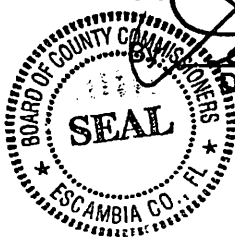


Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

By: Steven Barry, Chairman

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



Deputy Clerk

Date Executed: 9/29/2015

BCC Approved: 09-24-2015

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: Edmund Aca  
Date: 8/7/15





Warrington District

1006 Decatur Avenue

**Install central heating and air  
conditioning system**

Project Total \$5,873

Grant Total \$2,936





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11185**

**County Administrator's Report 17. 22.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 10/20/2016

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following October 20, 2016, 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:

A. Approving the following 11 Residential Rehab Grant Program Funding and Lien Agreements:

- 1 . The Agreements between Escambia County CRA and JC and Ann Beau, owners of residential property located at 215 North Old Corry Field Road, Brownsville Redevelopment District, each in the amount of \$2,645 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;
2. The Agreements between Escambia County CRA and Thomas E. Bosso, owner of residential property located at 504 South 1st Street, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof and install central heating and air conditioning system;
3. The Agreements between Escambia County CRA and Brian M. Curley, owner of residential property located at 3104 West Gadsden Street, Brownsville Redevelopment District, each in the amount of \$1,693 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;
4. The Agreements between Escambia County CRA and Samuel W. Edwards, owner of

residential property located at 724 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$3,142 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

5. The Agreements between Escambia County CRA and Patrick F. Finan, owner of residential property located at 409 Labree Road, Warrington Redevelopment District, each in the amount of \$3,650 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;

6. The Agreements between Escambia County CRA and Jeff C. Kennedy, owner of residential property located at 111 Syrcle Drive, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring and install new windows;

7. The Agreements between Escambia County CRA and Reta A. and Manley P. George III, owners of residential property located at 216 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,200 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

8. The Agreements between Escambia County CRA and John R. Ryan, owner of residential property located at 107 Payne Road, Warrington Redevelopment District, each in the amount of \$3,466 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and electrical rewiring;

9. The Agreements between Escambia County CRA and Kathy L. Saldana, owner of residential property located at 210 Bryant Road, Warrington Redevelopment District, each in the amount of \$3,090 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and replace roof;

10. The Agreements between Escambia County CRA and Terri Stine, owner of residential property located at 12 Nimitz Court, Barrancas Redevelopment District, each in the amount of \$5,682 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install new windows;

11. The Agreements between Escambia County CRA and Joy K. Weirick, owner of residential property located at 4544 Monpellier Road, Palafox Redevelopment District, each in the amount of \$3,388 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, to install new windows; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related

documents necessary to implement the Grant awards.

**BACKGROUND:**

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

**BUDGETARY IMPACT:**

Funding for the Grants will be provided as follows:

1. JC and Ann Beau, Brownsville TIF, Cost Center 370113, in the amount of \$2,645
2. Thomas E. Bosso, Warrington TIF, Cost Center 370114, in the amount of \$6,000
3. Brian Curley, Brownsville TIF, Cost Center 370113, in the amount of \$1,693
4. Samuel W. Edwards, Barrancas TIF, Cost Center 370113, in the amount of \$3,142
5. Patrick F. Finan, Warrington TIF, Cost Center 370114, in the amount of \$3,650
6. Jeff Kennedy, Warrington TIF, Cost Center 370114, in the amount of \$6,000
7. Reta A. and Manley P. George, III, Warrington TIF, Cost Center 370114, in the amount of \$1,200
8. John R. Ryan, Warrington TIF, Cost Center 370114, in the amount of \$3,466
9. Kathy L. Saldana, Warrington TIF, Cost Center 370114, in the amount of \$3,090
10. Terri Stine, Barrancas TIF, Cost Center 370116, in the amount of \$5,682
11. Joy K. Weirick, Palafox TIF, Cost Center 370115, in the amount of \$3,388

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Agreement-Beau-October2016

Agreement-Bosso-October2016

Agreement-Curley-October2016

Agreement-Edwards-October2016

Agreement-Finan-October2016

Agreement-Kennedy-October2016

Agreement-George-October2016

Agreement-Ryan-October2016

Agreement-Saldana-October2016

Agreement-Stine-October2016

Agreement-Weirick-October2016

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of October 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and JC and Ann Beau, (the "Recipients"), owner of residential property located at 215 North Old Corry Field Road, Pensacola, Florida, 32506.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$2,645, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$2,645, which shall be comprised of a cash contribution of \$2,645.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 20<sup>th</sup> day of October 2016, and the Project shall be complete on or before the 20<sup>th</sup> day of January 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.



14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey, MS, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

JC and Ann Beau  
215 North Old Corry Field Road  
Pensacola, FL 32506

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.



23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of  
Escambia County**

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 9/03/16

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

**For Recipients:**

[Signature]  
**JC Beau, Property Owner**

[Signature]  
**Ann Beau, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

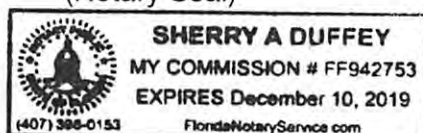
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September, 2016 by JC Beau, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FL DL 7/22/20 as identification.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September, 2016 by Ann Beau, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced FL DL Exp. 7/22/19 as identification.

[Signature]  
Signature of Notary Public

Sherry Duffey  
Printed Name of Notary Public

(Notary Seal)



## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **JC and Ann Beau**

Property Address: **215 North Old Corry Field Road, Pensacola, Florida, 32506**

The "Project" includes the following improvement to the above referenced property:

**Replace roof**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**JC and Ann Beau**

Address of Property  
**215 North Old Corry Field Road**  
**Pensacola, FL 32506**

Property Reference No.  
**34-2S-30-1270-000-015**

**Total Amount of Lien**

**\$2,645**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

JC Beau  
JC Beau, Property Owner

Ann Beau  
Ann Beau, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of September, 2016 by JC Beau, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FLDL 7/22/20 as identification.

The foregoing instrument was acknowledged before me this 12th day of September, 2016 by Ann Beau, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced FL DL Exp. 7/21/19 as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Sherry Duffey, MS, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Sherry Duffey  
Date: 9/13/16



Before



**Replace roof**

**215 North Old Corry Field Road-JC and Ann Beau**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of October 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Thomas E. Bosso, (the "Recipient"), owner of residential property located at 504 South 1<sup>st</sup> Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$6,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$6,000, which shall be comprised of a cash contribution of \$6,000.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 20<sup>th</sup> day of October 2016, and the Project shall be complete on or before the 20<sup>th</sup> day of January 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.



14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Thomas E. Bosso  
504 South 1<sup>st</sup> Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.

23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

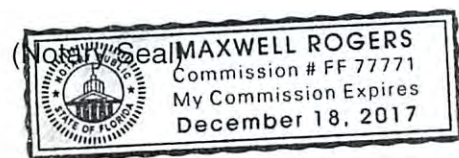
(SEAL)

For Recipient:

Thomas E Bosso  
**Thomas E. Bosso, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of September, 2016 by Thomas E. Bosso, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FL Drivers Lic as identification.



Maxwell Rogers  
Signature of Notary Public  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: Edmund A. A. A.  
Date: 9/18/16

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Thomas E. Bosso**

Property Address: **504 South 1<sup>st</sup> Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof and install central heating and air conditioning system.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Thomas E. Bosso**

Address of Property  
**504 South 1<sup>st</sup> Street**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-694-032**

**Total Amount of Lien**

**\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

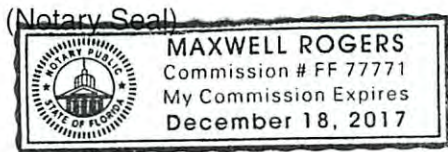
Thomas E. Bosso  
Thomas E. Bosso, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of September, 2016 by Thomas E. Bosso, Property Owner. He ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: K. Childers  
Date: 9/18/16





**Replace roof and install central heating and air  
conditioning system**

**504 South 1<sup>st</sup> Street – Thomas E. Bosso**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of October 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Brian M. Curley, (the "Recipient(s)"), owner of residential property located at 3104 West Gadsden Street, Pensacola, Florida, 32505.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,693**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,693**, which shall be comprised of a cash contribution of **\$1,693**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **20<sup>th</sup>** day of **October 2016**, and the Project shall be complete on or before the **20<sup>th</sup>** day of **January 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.



7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Brian M. Curley  
3104 West Gadsden Street  
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.

23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient(s):

\_\_\_\_\_  
**Brian M. Curley, Property Owner**

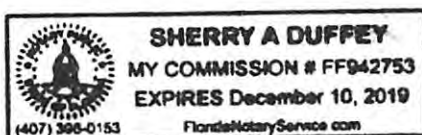
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 2016 by Brian M. Curley, Property Owner. He ( ) is personally known to me or ( ✓ ) has produced FLDL exp. 4/23/10 as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public



Approved as to form and legal sufficiency.  
\_\_\_\_\_  
By/Title: Sherry A. Duffey  
Date: 8/31/16

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Brian M. Curley**

Property Address: **3104 West Gadsden Street, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Brian M. Curley**

Address of Property                      Property Reference No.  
**3104 West Gadsden Street**    **33-2S-30-4000-004-244**  
**Pensacola, FL 32505**

**Total Amount of Lien**

**\$1,693**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Brian M. Curley  
Brian M. Curley, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 2016 by Brian M. Curley, Property Owner. He ( ) is personally known to me or ( ) has produced FLDL exp 2/22/20 as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

This instrument prepared by:  
Sherry Duffey, MS, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: K. Duval ACH  
Date: 8/31/16



Before



**Replace roof**

**3104 West Gadsden Street-Brian Curley**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **20<sup>th</sup>** day of **October 2016**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Samuel W. Edwards**, (the "Recipient"), owner of residential property located at **724 Lakewood Road**, Pensacola, Florida, **32507**.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,142**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,142**, which shall be comprised of a cash contribution of **\$3,142**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **20<sup>th</sup> day of October 2016**, and the Project shall be complete on or before the **20<sup>th</sup> day of January 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Samuel W. Edwards  
724 Lakewood Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.

23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

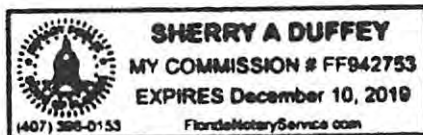
ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)



For Recipient:

Samuel W. Edwards  
**Samuel W. Edwards, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2016 by Samuel W. Edwards, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FL DL exp. 2/28/19 as identification.

(Notary Seal)

Sherry Duffey  
Signature of Notary Public  
Sherry Duffey  
Printed Name of Notary Public

Approved as to form and legal sufficiency

By/Title: Edward A. A. A.  
Date: 9/16/16

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Samuel W. Edwards**

Property Address: **724 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Samuel W. Edwards**

Address of Property  
**724 Lakewood Road**  
**Pensacola, FL 32507**

Property Reference No.  
**59-2S-30-1000-012-003**

**Total Amount of Lien**

**\$3,142**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Samuel W. Edwards Jr  
Samuel W. Edwards, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2016 by Samuel W. Edwards, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FL DL exp. 2/27/19 as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: K. J. Alach  
Date: 9/16/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





**Replace roof**

**724 Lakewood Road – Samuel W. Edwards**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of October 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Patrick F. Finan, (the "Recipient"), owner of residential property located at 409 Labree Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$3,650, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$3,650, which shall be comprised of a cash contribution of \$3,650.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 20<sup>th</sup> day of October 2016, and the Project shall be complete on or before the 20<sup>th</sup> day of January 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Patrick F. Finan  
409 Labree Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.

23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

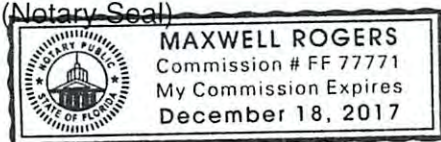
For Recipient:

*Patrick F. Finan*  
**Patrick F. Finan, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2016 by Patrick F. Finan, Property Owner. He ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

(Notary Seal)



*Maxwell Rogers*  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

Approved as to form and legal sufficiency

By/Title: *Edna Holt*  
Date: 8/24/16

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Patrick F. Finan**

Property Address: **409 Labree Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**



**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Patrick F. Finan**

Address of Property  
**409 Labree Rd**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-694-032**

**Total Amount of Lien**

**\$3,650**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



For Recipient:

Patrick F. Finan  
Patrick F. Finan, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of September, 2016 by Patrick F. Finan, Property Owner. He ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

maxwell Rogers  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV, Chairman

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: K. H. [Signature]  
Date: 8/31/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



**Replace roof**

**409 Labree Road – Patrick F. Finan**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of October 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Jeff C. Kennedy, (the "Recipient"), owner of residential property located at 111 Syrcle Drive, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$6,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$6,000, which shall be comprised of a cash contribution of \$6,000.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 20<sup>th</sup> day of October 2016, and the Project shall be complete on or before the 20<sup>th</sup> day of January 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Jeff C. Kennedy  
111 Syrcle Drive  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.



23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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


Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

  
\_\_\_\_\_  
**Jeff C. Kennedy, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2016 by Jeff C. Kennedy, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced AL Drivers Lic as identification.

  
\_\_\_\_\_  
Signature of Notary Public

MAXWELL ROGERS  
\_\_\_\_\_  
Printed Name of Notary Public



Approved as to form and legal  
sufficiency.

By/Title: Maxwell Rogers  
Date: 8/30/16

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Jeff C. Kennedy**

Property Address: **111 Syrcle Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Electrical rewiring and install new windows.**



**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Jeff C. Kennedy**

Address of Property  
**111 Syrcle Drive**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-314-016**

**Total Amount of Lien**

**\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Jeff C. Kennedy  
Jeff C. Kennedy, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of September, 2016 by Jeff C. Kennedy, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced AL Drivers Lic as identification.



[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/30/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



**Electrical rewiring and install new windows**

**111 Syrcle Drive – Jeff C. Kennedy**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of October 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Reta A. and Manley P. George, III, (the "Recipient(s)"), owner of residential property located at 216 Bryant Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,200**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,200**, which shall be comprised of a cash contribution of **\$1,200**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **20<sup>th</sup>** day of **October 2016**, and the Project shall be complete on or before the **20<sup>th</sup>** day of **January 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.



14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Reta A. George and  
Manley P. George, III  
216 Bryant Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.

23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]

Date: 9/18/16

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient(s):

[Signature]  
**Reta A. George, Property Owner**  
[Signature]  
**Manley P. George, III, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2016 by Reta A. George, Property Owner. She (☒) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2016 by Manley P. George, III, Property Owner. He ( ) is personally known to me or (☒) has produced military ID as identification.



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public



## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Reta A. and Manley P. George, III**  
Property Address: **216 Bryant Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Reta A. George and**  
**Manley P. George, III**

Address of Property  
**216 Bryant Road**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-239-012**

**Total Amount of Lien**

**\$1,200**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Reta A. George  
Reta A. George, Property Owner

Manley P. George  
Manley P. George, III, Property Owner

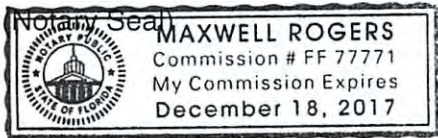
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2016 by Reta A. George, Property Owner. She (✓) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2016 by Manley P. George, III, Property Owner. He ( ) is personally known to me or (✓) has produced military ID as identification.

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/8/16



**Sanitary sewer connection**

**216 Bryant Road – Reta A. and Manley P. George, III**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of October 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and John R. Ryan, (the "Recipient"), owner of residential property located at 107 Payne Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$3,466, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$3,466, which shall be comprised of a cash contribution of \$3,466.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 20<sup>th</sup> day of October 2016, and the Project shall be complete on or before the 20<sup>th</sup> day of January 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.



7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

John R. Ryan  
107 Payne Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.



23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

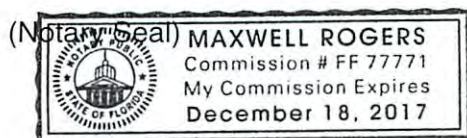
(SEAL)

For Recipient:

\_\_\_\_\_  
**John R. Ryan, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 2016 by John R. Ryan, Property Owner. He ( ) is personally known to me or ( ) has produced FL Drivers Lic as identification.



\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

Approved as to form and legal sufficiency

By/Title: John R. Ryan  
Date: 9/15/16

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **John R. Ryan**

Property Address: **107 Payne Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection and electrical rewiring.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**John R. Ryan**

Address of Property  
**107 Payne Road**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-338-017**

**Total Amount of Lien**

**\$3,466**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

[Signature]  
John R. Ryan, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 2016 by John R. Ryan, Property Owner. He ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 9/14/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





**Sanitary sewer connection and electrical rewiring**

**107 Payne Road – John R. Ryan**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of October 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Kathy L. Saldana, (the "Recipient"), owner of residential property located at 210 Bryant Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$3,090, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$3,090, which shall be comprised of a cash contribution of \$3,090.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 20<sup>th</sup> day of October 2016, and the Project shall be complete on or before the 20<sup>th</sup> day of January 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.



14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Kathy L. Saldana  
210 Bryant Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.

23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**


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

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

BCC Approved: \_\_\_\_\_

For Recipient:

  
\_\_\_\_\_  
**Kathy L. Saldana, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of September, 2016 by Kathy L. Saldana, Property Owner. She ( ) is personally known to me or ( ) has produced FL Drivers Lic as identification.



  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: Kathy L. Saldana  
Date: 9/6/16

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Kathy L. Saldana**

Property Address: **210 Bryant Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection and replace roof.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Kathy L. Saldana**

Address of Property  
**210 Bryant Road**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-236-012**

**Total Amount of Lien**

**\$3,090**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Kathy L. Saldana  
Kathy L. Saldana, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of September, 2016 by Kathy L. Saldana, Property Owner. She ( ) is personally known to me or ( ) has produced FL Drivers Lic as identification.

(Notary Seal)



Maxwell Rogers  
Signature of Notary Public

maxwell ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV, Chairman

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

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/10/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





**Sanitary sewer connection**

**210 Bryant Road – Kathy L. Saldana**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of October 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Terri Stine (the "Recipient"), owner of residential property located at 12 Nimitz Court, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$5,682, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$5,682, which shall be comprised of a cash contribution of \$5,682.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 20<sup>th</sup> day of October 2016, and the Project shall be complete on or before the 20<sup>th</sup> day of January 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.



7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Terri Stine  
12 Nimitz Court  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.

23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

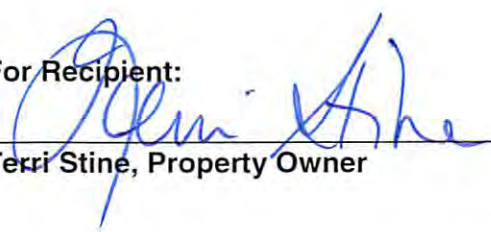
**ATTEST: PAM CHILDERS  
Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

BCC Approved: \_\_\_\_\_

**For Recipient:**

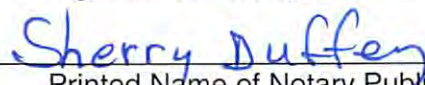
  
\_\_\_\_\_  
**Terri Stine, Property Owner**

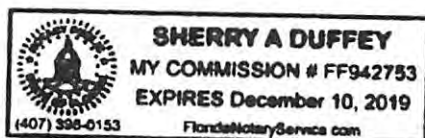
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2016 by Terri Stine, Property Owner. She ( ) is personally known to me or ( ) has produced FLDL exp. 9/7/19 as identification.

  
\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

  
\_\_\_\_\_  
Printed Name of Notary Public



Approved as to form and legal  
sufficiency.

By/Title:   
Date: 9/15/16

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Terri Stine**

Property Address: **12 Nimitz Court, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Install new windows.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Terri Stine**

Address of Property  
**12 Nimitz Court**  
**Pensacola, FL 32507**

Property Reference No.  
**59-2S-30-5010-270-017**

**Total Amount of Lien**

**\$5,682**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Terri Stine  
Terri Stine, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2016 by Terri Stine, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced FLDL exp. 9/7/19 as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV, Chairman

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kelly A. ACA  
Date: 9/15/16

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Before



**Install new windows**

**12 Nimitz Court-Teri Stine**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of October 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Joy K. Weirick, (the "Recipient"), owner of residential property located at 4544 Monpellier Road, Pensacola, Florida, 32505.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$3,388, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$3,388, which shall be comprised of a cash contribution of \$3,388.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 20<sup>th</sup> day of October 2016, and the Project shall be complete on or before the 20<sup>th</sup> day of January 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, 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, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Joy K. Weirick  
4544 Monpellier Road  
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.

23. 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.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

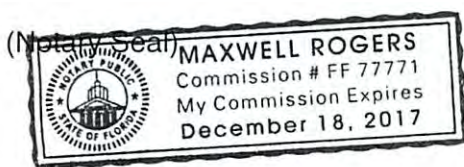
BCC Approved: \_\_\_\_\_

(SEAL)

**For Recipient:** \_\_\_\_\_  
**Joy K. Weirick, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 2016 by Joy K. Weirick, Property Owner. She ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.



\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

Approved as to form and legal  
sufficiency.

By/Title: Kohvalaca  
Date: 9/14/16

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Joy K. Weirick**

Property Address: **4544 Monpellier Road, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

**Install new windows.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Joy K. Weirick**

Address of Property  
**4544 Monpellier Road**  
**Pensacola, FL 32505**

Property Reference No.  
**10-2S-30-1000-010-026**

**Total Amount of Lien**

**\$3,388**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



For Recipient:

Joy K. Weirick  
Joy K. Weirick, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 2016 by Joy K. Weirick, Property Owner. She ( ) is personally known to me or ( ) has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV, Chairman

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

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: Kathleen ACA  
Date: 9/14/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





**Install new windows**

**4544 Monpellier Road – Joy K. Weirick**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11184

County Administrator's Report 17. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Commercial Facade, Landscape, and Infrastructure Grant Program  
Funding and Lien Agreements

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements -Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following October 20, 2016, 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 property located at 3740 North Pace Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and LOJ, LLC, owner of commercial property located at 3740 North Pace Boulevard, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$962 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Cost Center 370115, Object Code 58301, for parking lot improvement; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

#### **BACKGROUND:**

The CRA created the matching Grant programs to be implemented within the County's redevelopment districts. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided as follows;

1. LOJ LLC, Cost Center 370115, in the amount of \$962

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff 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:**

NHS/CRA staff, in coordination with the property owner, will handle all implementation tasks.

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**Attachments**

Agreement-LOJ-October2016

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **October 2016** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **LOJ, LLC**, (the "Recipient"), owner of commercial property located at **3740 North Pace Boulevard** Pensacola, Florida, **32505**.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$962**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$962**, which shall be comprised of a cash contribution of **\$962**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **20th** day of **October 2016**, and the Project shall be complete on or before the **20th** day of **January 2016**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. Indemnification: The Recipient shall indemnify, defend, and hold harmless Escambia County and the CRA, 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, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, Davis Bacon federal procurement documents, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The

Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of six (6) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, Florida 32502

Recipient:

LOJ, LLC.  
3740 North Pace Boulevard  
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. Federal Labor Standards/Prevailing Wage: Recipient acknowledges that improvements constructed with the proceeds of the grant constitute construction, alteration, demolition, installation, or repair work that may be funded, in whole or part, with federal funds. To the extent that such laws apply, the Recipient shall comply with all applicable federal, state and local laws and regulations pertaining to fair labor standards and payment of prevailing wages (collectively, "Labor Laws"), including but not limited to, the Federal Labor Standards as stated in Exhibit II.

When required to comply with Labor Laws, Recipient shall (i) require its contractors and subcontractors to submit certified copies of payroll records to Recipient; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to County and its designees for inspection and copying during regular business hours.

Recipient shall defend, indemnify and hold harmless the County and its officers, employees, volunteers, agents and representatives from and against any and all present and future claims, arising out of or in any way connected with Recipient's obligation to comply with any Labor Laws, including all claims that may be made by contractors, subcontractors or other third party claimants.

22. Procurement of Goods and Services from Minority and Women-Owned Businesses. In performing this Agreement, Recipient agrees to use diligent efforts to purchase goods and services from qualified contractors, subcontractors and suppliers where at least fifty-one percent of the Partnership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women, whenever such goods and services are comparable in availability, quality and price. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Agreement, Recipient agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

23. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed 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.

24. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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 the Agreement did not contain the particular part, term, or provision held to be invalid.

25. 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.

26. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

27. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.



For: **Escambia County**  
**Board of County Commissioners**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

For Recipient:

*Jack Loughridge*  
**Jack Loughridge, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September 2016  
by, **Jack Loughridge**, Property Owner. He (\_\_\_\_) is personally known to me or ( ☒ ) has  
produced FL Drivers Lic as identification.

(Notary Seal)



*Maxwell Rogers*  
Signature of Notary Public

maxwell Rogers  
Printed Name of Notary Public

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT I**

### **COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

Property Owner: **LOJ, LLC.**

Property Address: **3740 North Pace Boulevard Pensacola, FL 32505**

The "Project" includes the following improvements to the above referenced property:

#### **Parking Lot Improvement**

**Escambia County Community Redevelopment Agency**  
**Commercial Façade, Landscape, and Infrastructure Grant Program**  
Administered By: Escambia County Neighborhood & Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name	Address of Property	Property Reference No.
<b><u>LOJ, LLC.</u></b>	<b><u>3740 North Pace Boulevard</u></b> <b><u>Pensacola, Florida 32505</u></b>	<b><u>08-2S-30-4001-010-001</u></b>

**Total Amount of Lien** **\$962**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

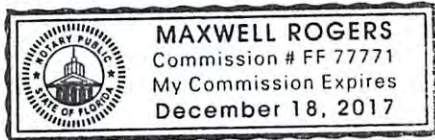
For Recipient:

Jack Loughridge  
Jack Loughridge, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2016 by, Jack Loughridge, Property Owner. He ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

(Notary Seal)



Maxwell Rogers  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

For: **Escambia County**  
**Board of County Commissioners**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

This instrument prepared by:  
Zakkiyah Osuigwe, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place Suite 305, Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: Kethual ACA  
Date: 9/1/16

## Exhibit II Federal Labor Standards

A. Attention is called to the contractor's guide to *Making Davis Bacon Work*, which is available at the following website: <https://www.hudexchange.info/resource/2541/making-davis-bacon-work-contractors-guide-prevailing-wage-requirements/>

B. The Davis Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government construction projects in excess of \$2,000 (total construction costs). The most current prevailing wage rates by worker classification will be provided to Recipient. Not less than these established rates must be paid on the project for each classification.

C.. The Contract Work Hours and Safety Standards Act (CWHSSA) establishes requirements for payment of overtime and penalties for violations. The CWHSSA requires time and one-half pay for overtime hours, which are defined as all hours worked in excess of forty (40) hours in any given work week. Penalties for violations may include liquidated damages equal to \$10 per day, per violation and payment of restitution for unpaid overtime.

D. The prime Contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. The Contract Administrator shall cause withholding from payments due to the prime contractor or Recipient to ensure that the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within thirty (30) days after notification to the prime contractor.

E. The Copeland (Anti-Kickback) Act establishes laws prohibiting the payment of "kickbacks" to work on federally assisted projects, requires every employer to submit weekly payroll reports, and regulates permissible employee payroll deductions. The Copeland Act also provides a basis for contract termination and criminal prosecution pursuant to 18 U.S.C. 874.

F. The Fair Labor Standards Act (FLSA) includes Federal minimum wage rates, overtime pay, and child labor regulations.

G. No portion of this Agreement shall be construed to prohibit payment to any laborer, workman, or mechanic of more than the stated prevailing or minimum wage rate. It shall be the responsibility of the Recipient/Contractor to maintain an adequate work force whether higher wages are required or not.

H. The Contractor or subcontractor violating these requirements may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation occurred.





**Parking Lot Improvement**  
**3740 North Pace Blvd – LOJ, LLC**



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11151

County Administrator's Report 17. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Approval to Issue Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2016-2017, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Temporary Employment Services  Fund: 001 (General) Cost Center: 350220 (Recreation) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350224 (Special Events) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Cost Center: 350231 (Equestrian Center) Amount: \$250,000	\$250,000	PD 14-15.041

### **BACKGROUND:**



The issuance of these Purchase Orders during the first part of Fiscal Year 2016-2017 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

**BUDGETARY IMPACT:**

Funds are available in the Budget under General Fund (001), Cost Center 350220 Recreation, Cost Center 350226 Park Maintenance, Fund (101), Escambia County Restricted, Cost Center 350224 Special Events, Cost Center 350236 Fishing Bridge, Local Option Sales Tax III Fund (352), Cost Center 350229 Park Capital Projects, Cost Center 350231 Equestrian Center.

**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

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**Attachments**

Parks Over 50K

BCC Approval 05072015

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## **Parks and Recreation Department**

### **Over 50K Blanket Purchase Orders Justification**

**Thursday, October 20, 2016 BCC Meeting**

**Blue Arbor, Inc.** This justification is covered in an overall county contract administered by the Human Resources Department. Currently Parks and Recreation temporary employees that are contracted with Blue Arbor perform various duties located at various county facilities. These employees have been essential to the upkeep and aesthetics in our inventory of parks.

## RESUME OF THE REGULAR BCC MEETING – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board award Contract PD 14-15.041, "Temporary Labor Services," to Blue Arbor, Inc., and approve the Agreement for Temporary Services PD 14-15.041 between Escambia County and Blue Arbor, Inc., for the estimated annual amount of \$864,000, for a term of 12 months, with the option for two 12-month extensions, for a maximum term of 36 months, and authorizing Purchase Orders, in excess of \$50,000, per the terms of the Agreement; the Agreement, PD 14-15.041, for Temporary Labor Services, is intended for use by all County Departments on an as-needed basis, and the funding and Department information is provided by Fund and Cost Center for estimated expenditures based on multiple Purchase Orders issued throughout the Fiscal Year (Funding: Fund 406, Building Inspection Fund, Building Inspections Cost Center 250111, Object Code 53401; Fund 352, Local Option Sales Tax [LOST] III, Community Services Cost Center 320101, Object Code 53401; Fund 001, General Fund, Community and Environment Cost Center 221001, Object Code 53401; Fund 001, General Fund, County Attorney Cost Center 110601, Object Code 53101; Fund 001, General Fund, Facilities Management Maintenance Cost Center 310203, Object Code 53401; Fund 001, General Fund, Facilities Management Custodial Cost Center 310202, Object Code 53401; Fund 001, General Fund, Information Resources Cost Center 270109, Object Code 53401; Fund 113, Library Fund, Library Cost Center 110501, Object Code 53401; Fund 352, LOST III, Parks and Recreation Cost Center 350229, Object Code 53401; Fund 408, Emergency Services Fund, Public Safety Cost Center 330603, Object Code 53401; Fund 352, LOST III, Engineering Cost Center 210107, Object Code 56301; Fund 175, Transportation Trust Fund, Traffic Cost Center 211201; Fund 116, Development Review Fund, Development Services Cost Center 211902, Object Code 53401; Fund 112, Engineering Cost Centers 330491-330496, Object Code 53401; Fund 001, General Fund, Community & Environment Cost Center 221001, Object Code 53401; Fund 110, Other Grants and Projects Fund, Community & Environment Cost Center 221011, Object Code 53401; Fund 108, Tourist Promotion, Community & Environment Cost Center 220805, Object Code 53401; Fund 102, Economic Development, Non-Departmental Cost Center 360704, Object Code 53401; and Fund 101, Escambia County Restricted, Community & Environment Cost Center 221018, Object Code 53401).

**Approved 5-0**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-11080**

**County Administrator's Report 17. 25.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 10/20/2016

**Issue:** Notice of Award from U.S. Environmental Protection Agency Gulf of Mexico Program for Bayou Chico Water Quality Improvements Project

**From:** Chips Kirschenfeld, Director

**Organization:** Natural Resources

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Notice of Award from the U.S. Environmental Protection Agency Gulf of Mexico Program for Bayou Chico Water Quality Improvements Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board accept and approve the Cooperative Agreement Notice of Award (Grant Number MX-00D43616) from the U.S. Environmental Protection Agency (EPA) Gulf of Mexico Program, in the amount of \$295,500, for a project that will improve water quality in Bayou Chico by installing floating treatment wetlands in Jackson Lake, an upstream tributary connected to Jackson Creek, Bayou Chico, and Pensacola Bay. No County matching funds are required.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$295,500]

### **BACKGROUND:**

Bayou Chico and its tributaries have a long history of water quality impairment issues including elevated nutrient and fecal coliform bacteria levels. This Bayou Chico Water Quality Improvements Project will improve water quality in portions of Bayou Chico by installing floating treatment wetland mats in Jackson Lake, an upstream tributary of Bayou Chico. Vegetation from the floating treatment wetlands will uptake nutrients from detained storm event flows thereby reducing the amount of excess nutrients being conveyed downstream to Bayou Chico. Vegetation will be routinely harvested from the floating wetland mats to install at existing and under construction living shoreline restoration projects in the Pensacola Bay System where the vegetation will continue to improve water quality and provide new estuarine habitat.

**BUDGETARY IMPACT:**

Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment. EPA agrees to cost-share 100% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$295,500.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No legal considerations associated with this recommendation.

**PERSONNEL:**

No additional personnel impact associated with this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy II.A.

**IMPLEMENTATION/COORDINATION:**

Department of Natural Resources Management staff will coordinate with applicable parties to implement terms of the Cooperative Agreement Notice of Award.

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**Attachments**

Notice of Award Email from US EPA  
USEPA-CoopAgrmt-MX00D43616

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**Brent A Wipf**

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**From:** Beiser, Matt [Beiser.Matt@epa.gov]  
**Sent:** Monday, September 12, 2016 1:51 PM  
**To:** Brent A Wipf  
**Subject:** FW: Notice of Award for MX00D43616 Escambia County Gulf of Mexico Program  
**Attachments:** MX00D43616 Escambia County Gulf of Mexico Program.pdf

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**From:** Crowe, Margaret  
**Sent:** Tuesday, August 30, 2016 8:56 AM  
**To:** jtkirshe@myescambia.com  
**Cc:** Beiser, Matt <Beiser.Matt@epa.gov>; Butler, Lael <Butler.Lael@epa.gov>  
**Subject:** Notice of Award for MX00D43616 Escambia County Gulf of Mexico Program

**U.S. ENVIRONMENTAL PROTECTION AGENCY  
NOTICE OF AWARD**

**SENT VIA E-MAIL**

**Accompanying this Notice of Award is an electronic copy of an Assistance Agreement from the U.S. Environmental Protection Agency.**

**NEW – PLEASE READ:**

**To accept this Agreement, please carefully review all Administrative and/or Programmatic Terms and Conditions, if any. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date.**

**Recipient's SIGNATURE IS NOT REQUIRED on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date.**

**To assist you with your post award management responsibilities, please reference "*Understanding, Managing, and Applying for EPA Grants*." This document contains [frequently asked questions, and other important information](#). To view this and other EPA grant related information, please visit the EPA Grants Office website at:**

**<http://www2.epa.gov/grants>**

**Please reference the EPA Grant Number (FAIN) on all future correspondence regarding this Assistance Agreement. If you have any questions, please contact the Grant Specialist listed on the Assistance Agreement.**

Margaret Crowe, MSA  
Grants and Audit Management Section  
Office of Policy and Management  
USEPA Region 4  
61 Forsyth Street, SW

Atlanta, GA 30303-8904

Phone: 404-562-8687

Fax: 404-562-8413





	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 00D43616	<b>DATE OF AWARD</b> 08/23/2016	
			<b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> MX		
			<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 08/30/2016
			<b>PAYMENT METHOD:</b> ACH		<b>ACH#</b> 40151
<b>RECIPIENT TYPE:</b> County			<b>Send Payment Request to:</b> Las Vegas Finance Center		
<b>RECIPIENT:</b> Escambia County Board of Commissioners 1190 West Leonard Street Pensacola, FL 32501 EIN: 59-6000598			<b>PAYEE:</b> Escambia County Board of Commissioners 1190 West Leonard Street Pensacola, FL 32501		
<b>PROJECT MANAGER</b> J. Taylor Kirschenfeld 1190 West Leonard Street Pensacola, FL 32501 E-Mail: jtkirsche@myescambia.com Phone: 850 595 1630		<b>EPA PROJECT OFFICER</b> Matt Beiser 2510 14th Street Gulfport, MS 39501 E-Mail: beiser.matt@epa.gov Phone: 228-679-5893		<b>EPA GRANT SPECIALIST</b> Margaret Crowe Grants and Audit Management Section E-Mail: crowe.margaret@epa.gov Phone: 404-562-8687	
<b>PROJECT TITLE AND DESCRIPTION</b> Gulf of Mexico Program  This action provides funding in the amount of \$295,500 to Escambia County Board of Commissioners for a project that will improve water quality in Bayou Chico by installing floating treatment wetlands in Jackson Lake, an upstream tributary connected to Jackson Creek, Bayou Chico, and Pensacola Bay.					
<b>BUDGET PERIOD</b> 08/01/2016 - 07/31/2018		<b>PROJECT PERIOD</b> 08/01/2016 - 07/31/2018		<b>TOTAL BUDGET PERIOD COST</b> \$295,500.00	
				<b>TOTAL PROJECT PERIOD COST</b> \$295,500.00	
<b>NOTICE OF AWARD</b>					
Based on your Application dated 09/14/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$295,500. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$295,500. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b>  61 Forsyth Street Atlanta, GA 30303-8960			<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 4 Gulf of Mexico Program 2510 14th Street Gulfport, MS 39501		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
<b>Digital signature applied by EPA Award Official</b> Keva R. Lloyd - Grants Management Officer				<b>DATE</b> 08/23/2016	

## EPA Funding Information

MX - 00D43616 - 0    Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 295,500	\$ 295,500
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 295,500	\$ 295,500

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.475 - Gulf of Mexico Program — — —	Clean Water Act: Sec. 104(b)(3)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1604M6G004	1516	B	04M	202B65	4107	-	-	295,500
									295,500

## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$30,000
<b>2. Fringe Benefits</b>	\$0
<b>3. Travel</b>	\$0
<b>4. Equipment</b>	\$10,000
<b>5. Supplies</b>	\$120,500
<b>6. Contractual</b>	\$135,000
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$0
<b>9. Total Direct Charges</b>	\$295,500
<b>10. Indirect Costs: % Base</b>	\$0
<b>11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)</b>	\$295,500
<b>12. Total Approved Assistance Amount</b>	\$295,500
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$295,500
<b>15. Total EPA Amount Awarded To Date</b>	\$295,500

## **Administrative Conditions**

### **GENERAL TERMS AND CONDITIONS**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later> These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/grants/grant-terms-and-conditions>.

#### **1. ANNUAL FFR (INTERIM) PURSUANT TO 2 CFR 200.327**

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (FFR, SF-425) to EPA no later than 90 calendar days following the anniversary of the award date. The form is available on the internet at: <http://www2.epa.gov/financial/forms>.

The following reporting period end dates shall be used for interim annual reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final FFR to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at: <http://www2.epa.gov/financial/forms>. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov).

#### **2. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

##### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

##### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide the DBE Coordinator with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:  
[R4epagrantsmbewbereporting@epa.gov](mailto:R4epagrantsmbewbereporting@epa.gov)  
cc: [crowe.margaret@epa.gov](mailto:crowe.margaret@epa.gov)  
Attn: Margaret Crowe

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm)

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

#### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Accepting the Fair Share Objectives/Goals of Another Recipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** as follows:

**MBE: CONSTRUCTION 9%; SUPPLIES 9%; SERVICES 9%; EQUIPMENT 9%  
WBE: CONSTRUCTION 3%; SUPPLIES 3%; SERVICES 3%; EQUIPMENT 3%**

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**.

#### **Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

## **Programmatic Conditions**

- A.** This is a cooperative agreement because the activities will require substantial federal involvement in the form of programmatic oversight, review and comment on all agreement activities and products.
- B.** Recipients must schedule quarterly conference calls with the EPA Project Officer to discuss work accomplishments, explain any problems encountered, and discuss future work activities.
- C.** Semi-annual Progress Reports must be submitted to the EPA Project Officer within 30 days after each reporting period ends. Please reference the EPA Cooperative Agreement Number on all reports and correspondence.

D. An electronic copy of a Draft Final Project Report must be submitted to the EPA Project Officer within thirty (30) days after the project end date. The project officer will conduct a technical review, identify information gaps, and inform the recipient of updates or corrections to the document. Once the Final Project Report is approved, an electronic copy must be submitted to the project officer within ninety (90) days after the project end date.

E. Prior to environmental data collection or data compilation, a Quality Assurance Project Plan (QAPP) must be approved by EPA. Additionally, an EPA approved and up-to-date Quality Management Plan (QMP) must be in place.

F. Environmental data generated under this agreement must be submitted to the project officer, if requested.

**G. Competency of Organizations Generating Environmental Measurement Data :**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA project officer for this award.

**H. Cybersecurity Condition :**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

**Semi-annual Progress Report Template**

Project Title:



Cooperative Agreement Number:

Dates covered by this report:

The items listed below should be completely addressed:

1. Describe the work and measurable outcomes accomplished. Provide specific details with regard to fieldwork scheduled and completed (including photographs, where possible), meetings or conferences conducted or attended.
2. Were any problems encountered? If yes, please describe corrective actions taken.
3. Is the project work on schedule?
4. Document any changes in project management (personnel) and provide the updated contact information.
5. Outline the work projected for the next reporting period.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11192

County Administrator's Report 17. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Approval to Issue Fiscal Year 2016-2017 Purchase Orders Totaling \$50,000 or Greater

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning Approval to Issue Fiscal Year 2016-2017 Purchase Orders Totaling \$50,000 or Greater - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the issuance of eight Fiscal Year 2016-2017 Purchase Orders and/or Blanket Purchase Orders from previously awarded or approved annual requirement Contracts or Contractual Agreements, as provided, for the Human Resources Department.

[Funding: Fund 501, Worker's Compensation, Health and Life Funds]

### **BACKGROUND:**

The Human Resources Department has eight Purchase Orders that, during the course of a Fiscal Year, equal or exceed \$50,000 to support the employee benefits. Issuance of these Purchase Orders during October 2016 is essential to ensure continuity of benefits for employees and retirees.

Dental - The County went out to bid for its dental insurance in this year and received a 3 year premium guarantee to December 2019.

- We are self funded and at least once a year we look at what our Administrative Services Only (ASO) fees should be and we have not adjusted them in the last 7 years.
- We were able to maintain our administrative cost and keep a network that services the majority of the employees.
- As of October 1, 2014, we have 857 active employees that have elected low

coverage and 791 active elected the high coverage. We offer a discount rate for employees that do not carry our health insurance and we have a total of 111 employees that elected coverage. Employee premiums come to \$373,340 per year to offset our claims and administrative services cost.

- We have 402 retirees that have our dental coverage and they are responsible for all of the ASO fees for dental coverage. This comes to \$150,790 in premiums per year.
- We receive in total \$543,216 in premiums to support the dental program.
- This year we budgeted \$830,000 for claims and \$80,000 for administrative fees. We are running approximately \$856,500 in claims and \$79,000 in administrative services. The average number of dental insurers on the Contract has increased by over 100.
- Considering the number of employees and retirees that we have on our plan and if each of employees maxed out on the plan, we could spend roughly 2.7M. This does not include dependents and orthodontic coverage.

Life - The County went out to bid for its life insurance in 2016 and received a 3 year premium guarantee to December 2019.

- During this bid cycle, we reduced our basic life insurance premium from \$.185 per thousand to \$.099 per thousand and AD&D was reduced from \$.022 per thousand to \$.02 per thousand.
- We provide both \$40,000 basic life and AD&D insurance to all eligible employees along with the additional \$10,000 coverage for those employees that do not take our health care coverage.
- Retirees receive a \$5,000 basic life insurance policy through the County.
- Total cost to the County is approximately \$120,000 and the remaining portion of the Purchase Order pays for supplemental life that employees have elected for themselves and their dependents.

Health Insurance - The County went out to bid for its health insurance in 2015. We are starting our second year of self funding and our intentions are to look at health design for the County and other ways to provide competitive health plans for our employees and retirees.

The County's employee health clinic Contract went out to bid in 2010 and was awarded in 2011 to Concentra Medical Center. In 2016, AON Hewitt conducted a visibility study and the Board determined that the County would sign a new Contract until 2018.

The County signed a three year Contract with AON Hewitt as a benefit consultant to provide the County assistance in the health care areas, such as self funding reviews, including filing documents to the State, Affordable Care Act advice and other assistance needed in relation to benefits.

## **BUDGETARY IMPACT:**

Funding for the above Purchase Orders is through Fund 501, Worker's Compensation, Health, and Life Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This is in accordance with Florida Statutes 112.09 and 112.0801.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of Contracts \$50,000 or greater.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the Human Resources Department will generate a Purchase Order as an instrument for placing orders and making payments to provide services.

The Human Resources Department will coordinate with the Office of Purchasing.

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**Attachments**

Purchase Orders \$50000 or Greater

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### ATTACHMENT 1

Contractor	Not-To-Exceed Amount	Contract
Delta Dental Insurance Company Vendor #040643 Dental Insurance Cost Center 150109 Claims	\$840,000	PD 15-16.042
Delta Dental Insurance Company Vendor #040643 Dental Insurance Cost Center 150109 Administrative Fees	\$80,000	PD 15-16.042
Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108 Retiree Premiums	\$280,000	PD 14-15.069
Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108 Administrative Fees	\$1,790,000	PD 14-15.069
Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108 Claims	\$19,489,000	PD 14-15.069
Standard Insurance Company Vendor # 121147 Life Insurance Cost Center 150110	\$350,000	PD 15-16.042
Occupational Health Center of S.W. PA DBA Concentra Medical Center Vendor #150079 Health Clinic Cost Center	\$796,000	PD 09-10.005
AON Consulting INC DBA AON Hewitt Vendor # 420681 Benefit Consulting Fees Cost Center	\$50,000	PD 14-15.020



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11203

County Administrator's Report 17. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/20/2016

Issue: Renewal of Operations and Maintenance Agreement\_LFG Technologies, Inc.

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Renewal of the Operations and Maintenance Agreement with LFG Technologies, Inc. - Patrick T. Johnson, Waste Services Department Director

That the Board approve the annual renewal of the Operations and Maintenance Agreement, between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., as previously amended and approved by the Escambia County Board of County Commissioners.

[Funding: Fund 401, Solid Waste, Cost Center 230308, Object Code 53401]

#### **BACKGROUND:**

The original Agreement was approved by the Board on July 9, 2009. Amendments to the Agreement with LFG Technologies, Inc. (LFG), were approved by the Board on May 15, 2014 regarding Term and December 11, 2014 regarding CPI. LFG has satisfactorily operated the gas collection system since Board of County Commission approval of the Gulf Power Contract in 2009. Under contract with Gulf Power, LFG has also operated the power generating facility successfully since 2009. LFG's continued responsible operation of both the gas collection system and power generating facility ensures optimal environmental and economical operation of these combined assets for both entities.

#### **BUDGETARY IMPACT:**

Funding for this project is available in Fund 401, Solid Waste, Cost Center 230308, Object Code 53401.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual of the County Attorney's Office has previously approved the Operations and Maintenance Agreement and its amendments as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is requested in order to retain the continuity of operations with Perdido Landfill and Gulf Power.

**IMPLEMENTATION/COORDINATION:**

Notification of the Board's approval of this renewal will be transmitted to LFG Technologies, Inc.

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**Attachments**

LFG Orig Agreement 07 09 2009

Brd Mins & Rec 07 09 2009

LFG First Amendment 05 15 2015

Brd Mins & Rec 05 15 2014

LFG Second Amendment 12 11 2014

Brd Mins & Rec 12 11 2014

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## OPERATIONS AND MAINTENANCE AGREEMENT

THIS OPERATIONS AND MAINTENANCE AGREEMENT (this "Agreement"), entered into as of \_\_\_\_\_, 2009, by and between **LFG Technologies, Inc (LFG Tech, the "Supplier")**, a corporation with offices at 2 Southcross Trail, Fairport, NY 14450, and Perdido Landfill owned and operated by Escambia County Florida (the "Landfill") and located at 13009 Beulah Road, Cantonment, Florida 32533.

WHEREAS, the Landfill desires for the Supplier to provide certain operations and maintenance services of the landfill gas collection system, and such services shall be performed pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, the Supplier desires to provide such services for the Landfill pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and among the Parties to this Agreement as follows:

### 1. SERVICES TO BE PERFORMED.

a. The Supplier shall perform and complete in a timely and cost-effective manner all of the services set forth in any proposal in the form of Exhibit "A" attached hereto (a "Proposal"), and/or any modified or additional services agreed to by the Parties with respect to any Proposal in the form of Exhibit "B" attached hereto (a "Time and Materials Work Order"), subject to the Parties' mutual agreement. Such services and such modified or additional services are hereafter referred to as the "Services" or the "Project." Each Proposal shall be executed by the Parties, subject to the terms and conditions of this Agreement and set forth the Services, the Time for Completion (as defined in Section 2 of this Agreement) and the Project Price (as defined in Section 4 of this Agreement).

b. The Supplier shall perform and complete the Services to the satisfaction of the Landfill pursuant to the terms and conditions of this Agreement, and shall also supply all personnel, tools, equipment and material that may be required to complete the Services. All materials and equipment purchased in connection with the Services and charged to the Landfill by the Supplier under this Agreement shall be of good quality and new for the Services to be performed hereunder. Upon the completion of the Services, the Supplier will deliver to the Landfill all materials and equipment, which the Landfill has paid, in the same condition as when acquired, normal wear and tear during authorized use expected. The Supplier shall not submit any written report, correspondence, or other written work product regarding the Services or the environmental condition of any property to a federal, state, county or local agency or board, or to any other third party, unless required to do so by applicable law or governmental regulation,

Date: 8/26/2009 Verified By: J. Carver



without first submitting a copy of the proposed submission to the Landfill for its written approval.

c. The Landfill, without invalidating this Agreement, may order changes in the Services consisting of deletions or modifications. In the event of any such deletions or modifications which decrease the Services or decrease the cost of the Services, the Parties will mutually agree to a decrease in the Project Price. No additional services beyond the scope of the Services as provided in this Agreement shall be performed by the Supplier unless the Landfill shall, in writing, have specifically directed such services to be performed, and unless a corresponding Time and Materials Work Order shall have been signed by the Landfill and the Supplier. In the event of noncompliance with the foregoing, the Supplier shall neither have nor make any claim for additional compensation by reason of a claim for any additional services.

d. If the Supplier is of the opinion that any services requested of it are beyond the scope of the Services to be provided pursuant to this Agreement, the Supplier shall promptly notify the Landfill in writing of such opinion and the reasons for the same, with specific references to this Agreement. The Landfill shall reasonably determine whether or not any such service is in fact beyond the scope of the Services.

e. With respect to any Time and Materials Work Order, such shall be in the form of a written order to the Supplier, issued and signed by the Landfill after execution of this Agreement, authorizing a change in the Services or an adjustment in the Project Price or the Time for Completion. Unless the Supplier requests a modification in such Time and Materials Work Order, the Supplier shall sign the Time and Materials Work Order and return a copy thereof to the Landfill within five (5) business days after it has received the same. The Supplier shall have five (5) business days from its receipt of a Time and Materials Work Order within which to request a modification thereto. Failure of the Supplier to respond to a Time and Materials Work Order within such five (5) business day period shall be deemed to signify the Supplier's acceptance of such Time and Materials Work Order as if the Supplier had signed the same without modification. If the Supplier requests a modification of a Time and Materials Work Order, the Landfill shall have five (5) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

## **2. TERM.**

Subject to the provisions for termination set forth in Article 16 of this Agreement, the term of this Agreement shall continue for five (5) years from the date of the agreement and will automatically expire at midnight on the anniversary date of the agreement (the "Term"). Subject only to Time and Materials Work Order(s) and the provisions for termination set forth in Article 16 of this Agreement, the Supplier shall commence the Services and complete the Services pursuant to the estimated time schedule for completion set forth in each Proposal or as such is



modified pursuant to a Time and Materials Work Order (the "Time for Completion"). In the event that the Time for Completion of any Project is after the expiration of the Term, the Term shall then automatically extend to and terminate automatically upon the Time for Completion, subject to any Time and Materials Work Orders and the provisions for termination set forth in Article 16 of this Agreement.

### **3. SUPPLIER'S REPRESENTATIONS AND WARRANTIES.**

The Supplier agrees that it has the authority to enter into this Agreement and to perform the Services, and that it is licensed and authorized to conduct its business in the State where the property subject to the Services is located. The Supplier further agrees that all Services performed by it hereunder (a) will be in conformance with the terms of this Agreement; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced and skilled personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professional technicians performing the same or similar services in the area where and at the time when the Services are performed.

### **4. PRICE OF SERVICES.**

The Parties hereby acknowledge and agree that the price of the Services shall be that price agreed upon by the Parties and included in the Proposal (the "Project Price"). The total amount payable to the Supplier for complete performance of the Services shall not exceed the Project Price, and no additional costs for the Services will be owed pursuant to this Agreement or otherwise, unless pursuant to a Time and Materials Work Order. Should the Supplier anticipate exceeding the Project Price, it shall notify the Landfill in writing and request a Time and Materials Work Order stating in detail the basis therefore and the Supplier's best estimate of the number of hours and additional expenses the Supplier will require to complete the Services. If a request is made but not accepted, the Supplier shall be obligated to continue providing services in order to fully complete the Services contemplated by the Proposal in accordance with this Agreement and for the Project Price. If the Landfill and the Supplier agree upon a modification to such Project Price, a Time and Materials Work Order shall be issued with respect thereto.

### **5. CONFLICT OF INTEREST.**

The Supplier covenants that neither it nor any officer, employee or principal of its firm has any interests, nor shall it acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the Services and the Supplier's obligations under this Agreement. The Supplier warrants that it is not a party to any other existing agreement that would prevent the Supplier from entering into this Agreement or that would adversely affect the Supplier's ability to perform the Services under this Agreement. During the Term, the Supplier shall not, without the Landfill's prior written consent, perform services for any person, firm, or



corporation other than the Landfill if such services would lead to a conflict with the Supplier's obligations under this Agreement.

## **6. INVOICING.**

a. Within thirty (30) days of the receipt of an invoice from the Supplier, the Landfill shall, subject to this Article, pay such invoice. With respect to any Project, the Supplier shall invoice the Landfill no more frequently than once per month and in any event within thirty (30) days of performing the Services, unless the Landfill requests to be invoiced for any outstanding amounts owed, which it may do at any time. Each invoice shall provide a detailed explanation of the constituent expenses that comprise the total amount of such invoice and shall be accompanied by reasonable supporting documentation, as may be required by the Landfill, and as may be required by any agency or entity administering any applicable insurance, reimbursement or other clean-up fund. Direct, non-salary reimbursable expenses (such as subcontracts and other direct costs and expenses), plus applicable administrative charges shall be itemized separately in each invoice. If part of an invoice is disputed, the Landfill shall pay the undisputed portion within thirty (30) days of the receipt of such invoice and the Parties shall attempt to resolve such disputed portion. In a fixed price agreement, where the Landfill agrees upon one price for the aggregate of services (not based on separate fees for time and materials), the Supplier will invoice monthly based upon the percent of the Services completed unless the Services are to be performed in less than thirty (30) days, in which case the Supplier will invoice only upon the completion of the Services, as completion is determined by the Landfill. The Supplier shall keep and maintain, and shall provide the Landfill, its employees and agents with free access to such books and records to examine and audit the same, to make copies thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment for each Project under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement and/or any individual property pursuant to this Agreement.

b. With each invoice, the Supplier shall submit a monthly financial and technical progress report. This monthly report shall, consistent with the Proposal, describe on a task basis the level of effort and charges for the invoice period and shall include on a task basis the predicted level of effort and charges for the following invoice period. If the charges identified for a particular task have been or are to be exceeded, the monthly report shall contain an explanation of the reason for the excess and the amount of the excess, but the Supplier does not need to receive an authorization from the Landfill as long as the total charges for the Services does not exceed the Project Price payable to the Supplier. The Supplier will, however, notify the Landfill when seventy-five percent (75%) and ninety percent (90%) of the Project has been completed. The monthly report shall contain a statement that the Services are expected to be provided within the Time for Completion and the Project Price or, if the Services are not expected to be so completed within the Time for Completion and/or for the Project Price, it shall contain an explanation of the



reason for the excess, the amount of excess and a request for an increase in the Time for Completion or the Project Price, or both. Each such invoice shall also contain the Supplier's certification that the task or portion of the Services described in the invoice has been completed in accordance with this Agreement and that the amount of all items due to third parties in connection with any prior invoice, for which the Landfill has paid the Supplier, has been paid.

c. Notwithstanding anything to the contrary set forth in this Agreement, any payments owed to the Supplier may be withheld by the Landfill until issue is remedied on account of (1) defective Services not remedied within five days after request by the Landfill, or within an alternate time acceptable to the Landfill; (2) claims filed by third parties and arising out of the Supplier's negligence; (3) failure of the Supplier to make payments properly to the subcontractors or for labor, materials or equipment; (4) evidence that the Services cannot be completed for the unpaid balance of the Project Price, if any; (5) damage to the Landfill or any other contractors arising out of the Supplier's negligence or willful misconduct; (6) evidence that the Services will not be completed within the Time for Completion and that the unpaid balance of the Project Price, if any, would not be adequate to cover actual liquidated damages for the anticipated delay; or (7) failure to carry out the Services in accordance with this Agreement.

#### **7. NON-EXCLUSIVITY OF SERVICES.**

Notwithstanding anything to the contrary set forth in this Agreement, this Agreement is non-exclusive, and, accordingly, absent an agreed upon Proposal between the Parties, the Landfill may use any other third parties, including competitors of the Supplier, to perform any services for the Landfill even though the Supplier is capable of performing such services for the Landfill pursuant to this Agreement.

#### **8. OWNERSHIP AND REUSE OF DOCUMENTS.**

All documents prepared by the Supplier as a result of, or in connection with, the Services including, without limitation, any reports, calculations, maps, photographs, drawings, computer printouts, notes, samples, specimens and any other pertinent data (including, without limitation, any electronic versions), shall be the work product of the Landfill and shall be delivered to the Landfill upon its request; however, the Supplier shall be entitled to retain a copy of such for its record keeping purposes. Reuse of such documents for purposes other than those intended for the Services without the written consent of the Supplier will be at the user's sole risk and without liability and legal exposure to the Supplier.

#### **9. SITE ACCESS AND INFORMATION.**

The Landfill agrees to take reasonable measures to provide the Supplier, its personnel and necessary equipment, with access to any property owned or controlled by the Landfill and for which access is necessary to conduct the Services. Upon the request of Landfill, its employees or



agents, the Supplier hereby agrees that it and any employee, subcontractor or agent thereof, shall display proper identification prior to entering any such property and indicate the reason for such entrance. The Landfill shall undertake reasonable efforts to make available to the Supplier any information possessed by the Landfill that is reasonably requested by the Supplier regarding the existing condition of any such property.

#### **10. SUBSURFACE EXPLORATIONS.**

Prior to conducting any subsurface exploration in accordance with the Services, the Supplier shall make all reasonable inquiries of available information pertaining to subsurface obstructions or structures such as utility lines or wires, cables, piping, tanks, vaults, etc. Such reasonable inquiry shall be made to the Landfill and to the appropriate public or private companies to review documents, plans, as-builts or other records indicating underground structure which could be damaged or destroyed if the Supplier penetrated the surface to perform the Services.

#### **12. RELATIONSHIP OF LANDFILL AND SUPPLIER.**

Nothing set forth in this Agreement shall be construed to imply that the Supplier or any of its employees, agents, representatives or subcontractors are the employees, agents, representatives or subcontractors of the Landfill. The Supplier shall be an independent contractor and shall be solely responsible for the methods, techniques, sequences and procedures for performing the Services described herein. The Supplier shall also be solely responsible for ensuring that the Services comply fully with the requirements of this Agreement.

#### **13. SUBCONTRACTORS.**

The Supplier may engage a subcontractor, which is approved in writing by the Landfill, to assist with any specified task of the Services; however, no contractual, legal or other relationship will be created between the Landfill and such subcontractor as a result. This Agreement shall not create any obligation on the part of the Landfill to pay or to see that the payment of any sum is made to any such subcontractor. No such subcontractor shall be engaged to perform the Services pursuant to this Agreement who is not qualified to fulfill such a task. The Supplier shall send to the Landfill written notice identifying such subcontractors to be used for the Services at least five (5) days prior to commencement of such subcontractor's performance of any Services. The Supplier shall not contract with any subcontractor to whom the Landfill has made an objection with respect thereto. Contracts between the Supplier and any subcontractor shall require each subcontractor, to the extent of the Services to be performed by the Supplier, to be bound to the Supplier by the terms and conditions of this Agreement and to assume toward the Supplier all the obligations and responsibilities which the Supplier, by this Agreement, assumes toward the Landfill.



#### **14. LIENS.**

Provided the Supplier has been paid by the Landfill in accordance with this Agreement, the Supplier hereby agrees that no mechanic's or materialmen's or other liens or encumbrances shall be filed or remain in effect against any portion of any property subject to the Services as a result of or due to any of the Services that may be performed by the Supplier or any subcontractor pursuant to the terms of this Agreement. In the event any such liens or encumbrances described above are filed against any portion of any property subject to the Services, the Supplier shall immediately take such actions, and pay such sums, as are necessary to release or "bond off" such liens or encumbrances.

#### **15. INSPECTION AND AUDIT.**

The Landfill shall have the right at all reasonable times to inspect and review the Supplier's work for conformance with this Agreement and for satisfaction of the performance of the Services. In the event the Services have not been performed in accordance with this Agreement, the Landfill may, without waiving any other right or remedy it may have, order that no further Services be performed.

#### **16. TERMINATION OF AGREEMENT.**

a. The Landfill may terminate this Agreement, any Proposal and/or any Services provided pursuant to this Agreement at any time and for any or no reason whether with or without cause ("Landfill Termination"). The Supplier may terminate this Agreement in the event of a material breach of any covenant or agreement of the Landfill set forth in this Agreement; provided, however, that the Landfill shall have thirty (30) days to cure such breach after the delivery of written notice to the Landfill by the Supplier notifying the Landfill in reasonable detail of the nature of such breach ("Supplier Termination"). In the event of a Landfill Termination or a Supplier Termination, the Supplier shall be paid for any Services performed prior to the effective date of such termination, provided such work is in a form usable by the Landfill. In the event of termination, the Supplier hereby agrees that it shall, without any further consideration or payment except in the case of termination by the Landfill solely for convenience, provide information and take such other actions as the Landfill may reasonably require, including, without limitation, cooperating with any new Supplier to effect an orderly and prompt transition of responsibility for conducting activities contemplated under this Agreement. Subject to Section 2 of this Agreement, this Agreement shall automatically terminate upon the expiration of the Term; provided, however, and notwithstanding any contrary provision hereof, the Supplier's obligations under Sections 3, 8, 14, 18, 21, 22, 23, 24, 25, and 26 of this Agreement shall survive any termination of this Agreement.





b. Upon completion of the Services, as accepted by the Landfill, or upon termination of any Proposal or any of the Services or of this Agreement, the Supplier shall deliver to the Landfill all of the following:

i. All drawings, documents, reports and all other work relating in any way to any portion of the Services, which the Supplier agrees shall remain the property of the Landfill and may not be used by the Supplier, except by written agreement of the Landfill, on any other project or for any other person, firm or corporation.

ii. Final executed waivers and releases, relating to the Project, from the Supplier and all subcontractors, laborers and materialmen in such form as to constitute an effective waiver and release of all mechanic's and materialman's liens and claims under the laws of the state in which the Project is located.

iii. Final itemized invoice for payment. The Supplier shall be paid for services performed in accordance with this Agreement through the effective date of termination of this Agreement, provided such work is in a form useable by the Landfill.

#### **17. TIME OF ESSENCE; FORCE MAJEURE.**

a. The Parties agree that time is of the essence with respect to the Services to be performed pursuant to this Agreement. However, if the Supplier is delayed by changes in the Services caused by the Landfill which justify the delay, the time for commencement and completion shall be adjusted by Time and Materials Work Order, provided the Supplier notifies the Landfill in writing of the delay within five (5) business days of the reason for delay or for changes, prior to proceeding with such work.

b. If the Supplier is delayed at any time in the progress of the Services by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the Supplier's control and without the fault or negligence of the Supplier, the Supplier shall prepare and submit to the Landfill within five (5) business days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Time for Completion. The Supplier shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The Landfill may determine, in its sole discretion, after the receipt of such notice of delay from the Supplier, whether to terminate the applicable Proposal or extend the Time for Completion by Time and Materials Work Order.

#### **18. INDEMNIFICATION.**

a. Subject to the provisions and limitations of §768.28, Florida Statutes, the Landfill hereby agrees to defend, indemnify and hold harmless Supplier and its subcontractors, Suppliers, agents, officers, directors and employees from and against all claims, inclusive of claims made



by third parties, damages, losses and expenses, arising from any negligent act or omission or willful misconduct of Landfill, its employees, and agents.

b. The Supplier hereby agrees to indemnify and hold harmless the Landfill, and its officers, directors, agents, employees, partners, associates, stockholders, parent corporations and subsidiaries, and the successors and assigns of the foregoing, from and against claims, losses, liabilities, actions and other proceedings, judgments and awards, costs and expenses (including, without limitation, all reasonable attorneys' fees and costs) and damages arising out of, or related to, the negligence or willful misconduct of the Supplier, its employees, agents or subcontractors, or resulting from contamination of or adverse effect on the environment or releases or discharges, or threatened releases or discharges of hazardous wastes, regulated substances, pollutants or contaminants, as such are defined by all federal, state and local laws, rules, regulations and ordinances, in each case if effected or otherwise caused by the negligence or willful misconduct of the Supplier, its employees, agents or subcontractors, or arising out of, or related to, any breach of the Supplier's representations, warranties, covenants, agreements or obligations under this Agreement (including, without limitation, the failure to meet any applicable Time for Completion).

c. In the event of a claim by a Party for indemnification pursuant to this Agreement, which such Party's negligence or willful misconduct is partially the cause of such claim for indemnification, the Parties agree that any damage resulting there from shall be shared between them in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such portion.

## **19. INSURANCE.**

While performing the Services under this Agreement and until the Supplier has performed all Services to the satisfaction of the Landfill, the Supplier shall provide and maintain, with forms and insurers acceptable to the Landfill, the following insurance coverages:

- a. **Workers Compensation Coverage** - The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.
- b. **General, Automobile and Excess or Umbrella Liability Coverage** - The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use. Minimum limits of \$1,000,000



per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

- c. **General Liability Coverage - Occurrence Form Required** Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X,C,U) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required. The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Before commencement of any of the Services hereunder, the Supplier agrees to furnish to the Landfill, on an annual renewal basis, certificates of insurance or other evidence satisfactory to the Landfill to the effect that such insurance has been procured and is in force. Such certificates of insurance are attached hereto as Exhibit "C". The certificates shall accurately reflect the required insurance coverages, which show policies with insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide, including, any and all limitations, exclusions and restrictions, and (i) name the Escambia County and all of its subsidiaries and affiliates as additional insureds (except for coverages a.), (ii) waive any rights of subrogation the insurer could or may have against the Landfill and all of its parent corporations, subsidiaries, and affiliates (except for coverage a. above), and (iii) provide, in the event of cancellation, lapse or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder, Escambia County, P.O. Box 1591, Pensacola, Florida 32591.

## **20. PROTECTION OF PERSONS AND PROPERTY.**

The Supplier acknowledges and is aware that any property at which it is performing the Services contains residential, commercial, industrial and/or hazardous waste materials, and the Supplier knowingly and voluntarily assumes all risk of injury and damage to the Supplier and the Supplier's property, employees, subcontractors and others working for the Supplier, caused by exposure to such waste materials while at such property. The Supplier agrees to advise fully all of its employees, subcontractors and others working for the Supplier at such property, of such property risks and of all necessary environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the Landfill. The Supplier agrees that any employee or subcontractor that will be working on such property and subject to such potential exposure has received, prior to performing any of the Services, all training required by applicable federal, state and local laws, rules and regulations including, without limitation, the Occupational Safety and Health Act and Title III of the Superfund Amendments and Reauthorization Act.



## **21. COMPLIANCE WITH LAWS.**

The Supplier, its agents, representatives, employees and any subcontractor shall fully comply at all times with all federal, state and local laws, ordinances, statutes, rules and regulations, including, without limitation, those addressing the environment, employment and labor and occupational health and safety (collectively, "Laws"). The Supplier shall indemnify, defend and hold harmless the Landfill from any costs, penalties, expenses, including, without limitation, fines, losses, property damage, attorneys' fees and other costs arising out of the Supplier's or any subcontractor's failure to comply with such Laws. The Supplier shall also comply with all codes and applicable standards and secure, as necessary, any permits or inspections, or furnish any deposits or bonds if required as part of the Services.

## **22. LITIGATION.**

The Parties hereby agree to exercise good faith efforts to resolve conflicts or disputes which may arise during the Term. If any dispute arises out of or relates to this Agreement, or the breach thereof, and if such a dispute cannot be settled, the parties agree to first endeavor to settle the dispute in an amicable manner through direct discussions before having recourse to judicial relief. No written or oral representation made during the course of any discussions shall be deemed a party admission. The prevailing party in any action to enforce or interpret provisions, rights and/or obligations under this Agreement shall be entitled to recover reasonable attorneys' fees and all costs of litigation.

## **23. EXPERT AND OTHER TESTIMONY.**

The Supplier agrees to provide expert testimony at the request of the Landfill at any judicial or administrative hearing concerning the Services performed under this Agreement ("Expert Testimony Services"), and to support and defend the same, including any invoices. Such Expert Testimony Services as may be provided pursuant to the provisions of this Article shall be compensated at the Supplier's then current hourly rates for Expert Testimony Services. The Landfill may request from the Supplier a written statement containing the Supplier's position and all information likely to be disclosed at the hearing.

## **24. TESTIMONY FOR THIRD PARTY.**

The Supplier agrees that it will immediately notify the Landfill in writing of the receipt of any subpoena for documents or request to provide testimony for a third party at a judicial or administrative hearing or deposition, concerning the subject matter of this Agreement or any Services performed pursuant to this Agreement, and provide the Landfill with a copy of the subpoena or discovery request and any other document related to the proceeding. The notice shall state the date, time and location of the hearing and/or deposition as well as a summary of the Supplier's expected testimony. The Supplier acknowledges and agrees that the Landfill shall



have the right to object to any such request, attend and participate in said hearing or deposition. The Supplier shall supply such documents and testimony unless and except to the extent that there is an injunction preventing the Supplier from providing such documents or testimony.

## **25. PRIVILEGED, CONFIDENTIAL AND/OR PROPRIETARY INFORMATION.**

The Supplier recognizes that in communicating with the Landfill and in performing the Services, the Supplier's personnel, including subcontractors, may acquire privileged, proprietary and/or confidential information and, more specifically, without limitation, attorney-client communications, attorney work product, and information regarding products, processes, operations, and present and contemplated activities. The Supplier further recognizes that the Supplier may generate communications and reports that are confidential and privileged attorney-client communications and/or attorney work product and/or proprietary in nature. The Supplier agrees to hold in confidence, and to assure that its sub-Suppliers and or subcontractors hold in confidence, any and all such information which the Landfill may disclose or which the Supplier may generate or obtain. Such information includes technical publications, technical information included in or on tracings, drawings, field notes, calculations, specifications, legal, economic, business and engineering data. Such information excludes the following:

- a. Information, which at the time of disclosure by the Landfill is in the public domain;
- b. Information which, after its disclosure, becomes part of the public domain by publication or otherwise through no fault of the Supplier, but in such case only after it is published or otherwise becomes part of the public domain; and
- c. Information, which was in the possession of the Supplier at the time of the Landfill's disclosure and was not acquired, either directly or indirectly, through the Landfill.
- d. In the event that this Agreement is terminated or suspended for any reason or expires, the Supplier shall, and shall assure that all sub-Suppliers and or subcontractors shall, deliver to the Landfill (without retaining copies or computer records other than for record keeping purposes) any and all documents or other written information obtained from the Landfill. In addition, with the exception of one copy of work product for record keeping purposes, all drafts of any document generated by the Supplier, including, without limitation, those on computer records shall be destroyed or returned to the Landfill, as the Landfill may elect.
- e. The Parties recognize and acknowledge that irreparable damage might result if information is improperly disclosed to a third party or used by the Supplier in contravention of this Agreement. The Landfill's exercise of any right or remedy shall be without prejudice to any other right or remedy available herein, or otherwise pursuant to applicable law or in equity.

The Supplier agrees that neither it nor its sub-suppliers and/or subcontractors will utilize privileged or confidential information covered by this non-disclosure provision in the



development or expansion of its technology, or disclose such information to any third party without the express prior written consent of the Landfill, unless required by subpoena or court order. Notwithstanding the forgoing provisions, the Supplier shall be and remains free to exploit its own independent developments free of any obligations whatsoever to the Landfill except as specifically set forth herein; provide, however, any technical publication regarding the property subject to the Services or the Services must be approved in writing in advance of publication. The Landfill shall be entitled to injunctive and other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain any breach of this Article. Notwithstanding the provisions of Article 16 of this Agreement, the terms of this Article shall extend for a period of three (3) years from the date this Agreement is terminated or expires.

## **26. DUTIES OF THE SUPPLIER AND THE LANDFILL.**

The expiration, termination, cancellation or acceptance of Services and/or this Agreement by the Landfill shall not relieve the Supplier of its obligations in connection with Services completed prior to the effective date of such expiration, termination, cancellation or acceptance, nor shall it relieve the Supplier of its liabilities at law or under this Agreement.

## **27. MISCELLANEOUS.**

a. Notices. All notices, demands and claims, pursuant to Sections 16 and 18 of this Agreement shall be in writing, shall be delivered in person or by mail (first class postage pre-paid), overnight delivery, or telecopy transmission and shall be deemed given when delivered in person or, if not delivered in person, when received (or delivery is refused) by the party to whom such notice, request, demand, claim or other communication is directed, at the following address or telecopy number (or at such other address or telecopy number as a party shall designate by written notice to the other party).

If to the Landfill:

Perdido Landfill  
13009 Beulah Road  
Cantonment, Florida 32533  
ATTN: Ron Hixson  
Telecopy: (850) 937-2152

If to the Supplier:

LFG Technologies, Inc.  
2 Southcross Trail  
Fairport, New York 14450  
ATTN: Barry Rogers  
Email: [brogers@lfgtech.com](mailto:brogers@lfgtech.com), phone: 585-425-3436



Any other written communications in connection with any Proposal shall be sent to the appropriate project managers of the Landfill and the Supplier with respect to such Project, as set forth in the applicable Proposal.

b. Entire Agreement; No Third Party Beneficiaries. This Agreement (including the exhibits and schedules attached hereto) and other documents delivered in connection with this Agreement, contains the entire understanding of the Parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between or among the Parties with respect to such subject matter. This Agreement includes the exhibits and schedules attached hereto as if such were specifically set forth herein; provided, however, in the event of any conflict between the terms and conditions of this Agreement and any exhibit or schedule attached hereto, the terms and conditions of this Agreement shall control and prevail. The Parties agree that prior drafts of this Agreement shall not be deemed to provide any evidence as to the meaning of any provision hereof or the intent of the Parties with respect thereto. The exhibits and schedules constitute a part hereof as though set forth in full above. This Agreement is not intended to confer upon any third party, other than the Parties, any rights or remedies hereunder.

c. Amendment; Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged and no waiver hereunder may be granted, except by written instrument executed by all of the Parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of any time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the Parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

d. Binding Effect; Assignment. The rights and obligations of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any other person any legal or equitable rights hereunder. As the Landfill has entered into this Agreement in order to receive the professional services of the Supplier, except as expressly provided herein, the rights and obligations of this Agreement may not be assigned (by operation of law or otherwise) by the Supplier without the prior written consent of Landfill.

e. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.





A telecopy signature of any party shall be considered to have the same binding legal effect as an original signature.

f. Interpretation. When a reference is made in this Agreement to an article, section, paragraph, clause, schedule or exhibit, such reference shall be deemed to be to this Agreement unless otherwise indicated. The headings contained herein and on the schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or the schedules. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Capitalized terms set forth in the exhibits and the schedules attached hereto shall have the same meanings as set forth in this Agreement, unless defined otherwise in such exhibits and schedules.

g. Governing Law; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Florida and venue for any matter which is the subject of this Agreement shall be in Escambia County without giving effect to any choice of law or conflict of law rules or provisions (whether of such State or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the such State. If any word, phrase, sentence, clause, section, subsection or provision of this Agreement as applied to any party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same will in no way affect any other circumstance or the validity or enforceability of any other word, phrase, sentence, clause, section, subsection or provision of this Agreement.

h. Arm's Length Negotiations. Each Party expressly represents and warrants that (i) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (ii) said party has relied solely and completely upon its own judgment in executing this Agreement; (iii) said party has acted voluntarily and of its own free will in executing this Agreement; (iv) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (v) this Agreement is the result of arm's length negotiations conducted by and among the Parties.

i. Records. The Parties acknowledge 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 a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving the Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.


j. Budget appropriation. As Landfill is a political subdivision of the State of Florida, Landfill's performance and obligation to pay under this Agreement shall be contingent upon an annual appropriation of funds by the Board of County Commissioners.

Signature below indicates the Agreement and attached Exhibit A with Attachments A, B and C and Exhibit B and Exhibit C are hereby agreed to and accepted.

ESCAMBIA COUNTY, FLORIDA  
by and through its duly authorized Board of  
County Commissioners

By: Marie Young  
Marie Young, Chairman  
Date: August 25, 2009

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

 By: Ernie Lee Magaha  
Deputy Clerk

This document approved as to form  
and legal sufficiency

By: [Signature]  
Title: ACF  
Date: 6/19/09

BCC Approved: 7/9/2009

Supplier  
LFG Technologies, Inc. a corporation

By: Barry Rogers  
Barry Rogers, Chief Operating Officer  
Date: July 6, 2009

**LIST OF EXHIBITS**

**EXHIBIT "A" LFG Tech Standard O& M Proposal / Description of Initial Services**

**EXHIBIT "B" Form of Time and Materials Work Orders**

**EXHIBIT "C" Certificates of Insurance**

**EXHIBIT A**

**LFG TECH STANDARD O&M PROPOSAL**

June 19, 2009

Mr. Ron Hixson

Perdido Landfill

13009 Beulah Road

Cantonment, Florida 32533

Subject: Perdido Landfill – Landfill Gas Collection System O&M Proposal

Mr. Hixson:

LFG Technologies, Inc. (LFG Tech) is pleased to submit this proposal for operation and maintenance of the landfill gas collection system. The system is to be operated to meet the New Source Performance Standards required by State Implementation Plan and to support landfill gas delivery to the proposed Power Production Plant to be constructed by Gulf Power (local utility). The Power Plant will work a continuous duty (24/7) production cycle and the landfill gas collection system will be monitored (by a gas field technician and instrumentation) to provide a continuous duty (24/7) production cycle.

To meet this demanding schedule, LFG Tech will provide a full-time trained landfill gas technician to provide the routine monitoring, operations, maintenance, and minor repair needs of the landfill gas collection system. The landfill gas technician will be supported by a management staff and from time-to-time by additional LFG Tech personnel. The gas field technician will be provided with an on-site vehicle, hand tools and instrumentation to be able to fulfill the routine responsibility of the position. In addition, the gas field technician will coordinate with the Power Plant personnel to maximize the availability of the gas collection system and maximize landfill gas collection with out over-pulling the landfill gas.

The operation and maintenance (O&M) of a landfill gas (LFG) system for energy recovery is normally provided in four basic categories:

***Routine monitoring.*** LFG TECH will provide monitoring of the LFG wells and system on at a routine frequency to be determined by the system needs. At times, the routine frequency may be daily, weekly or monthly. The methane and oxygen concentrations and gas flow rates of the gas wells will be monitored and adjusted to maximize LFG collection and minimize overdraw. This



is typically achieved by extracting the landfill gas at the rate of production. The monitoring data will be documented and submitted to the facility manager or site engineer.

***Routine operations, maintenance, and minor repairs.*** LFG TECH will conduct routine system-wide operation and maintenance consistent with normal procedures for such systems, and in accordance with a prepared site O&M manual.

Routine maintenance will consist of, but not necessarily limited to the following:

The flare station includes such items as: rotation of the blower operation as needed, checking that the condensate knock-out vessel has been drained, lubricating the blower bearings, checking for blower belt wear and adjusting belt tension, inspecting the flame arrester, replacing recorder paper, checking the flare pilot system and pilot gas fuel tank levels, and checking flare controller set points and automatic louvers in accordance with the manufacturer's recommendations and schedules.

The gas extraction wellheads will be checked for such items as: proper valve operation, obstructions in the sampling and testing ports, and tightness of bolts and clamps. Minor repairs include such items as: repair or replacement of sample ports, small lateral valves up to 2-inch, adjusting and/or replacing flex joints up to 2-inch, and adjusting pipe supports to account for differential settlement.

***Non-routine scheduled maintenance, major repairs and special assignments.*** LFG TECH would normally provide all necessary labor by the assigned gas field technician required to perform these types of non-routine services on an as-needed basis. Non-routine scheduled services consist mainly of major corrective repair or maintenance work identified during the routine visits. This work could include items such as: response to excessive blower vibration; repair of broken or leaking piping; repair of condensate sumps; replacement of extraction wells; and any repair of flare station components. This work is essential to achieving the LFG system operational goal; however, it is considered work that can be scheduled to allow for efficient procurement of materials, rental of equipment, and scheduling of additional personnel that may be required. Additionally however, this work also includes any special assignments that may be required for the efficient operation of the site/system. These assignments could include such tasks as: engineering, system design, studies, plans/drawings and various services related to energy recovery.

***Non-routine emergency services.*** Non-routine emergency services consist of responding to conditions that would require immediate response and restoring operation of the system; these can include, but are not limited to, the following: response to blower failure; response to flame failures; response to alarm conditions and alarm failures; response to flare exhaust temperature sensors or controller failure; odor complaints; and repair of main gas pipe breaks that disrupt gas flow. The urgent nature of these items is such that response to them cannot be scheduled. Accordingly, LFG TECH staff would usually respond to these conditions, as needed on an event by event basis, seven (7) days per week, within a four (4) hour period from notification of the problem. These services are limited in nature by the assumption that the corrective actions required (labor, equipment, materials) per event to restore the system to operation are relatively



minor in scope. If upon response to the site, during a call-out event, LFG TECH determines that the actions required are major in scope, LFG TECH will perform only the work required at that time to ensure no safety hazard exists. LFG TECH will then proceed to implement repairs on the basis of the non-routine scheduled service procedures outlined above.

## **SITE SPECIFIC SCOPE OF WORK**

### **Routine Monitoring**

LFG TECH will provide routine monitoring of the landfill extraction system for the term of the contract. The monitoring activity will focus on obtaining data to include: LFG flow, temperature, static and dynamic pressure, gas composition (CH<sub>4</sub>, CO<sub>2</sub>, O<sub>2</sub>, and balance gas or N<sub>2</sub>). LFG TECH will perform some specific tasks on portions of the collection system and the flares station on a weekly basis, and monitor the entire extraction system on a monthly basis. The weekly tasks include determining flow rates from principal headers, and flare station, differential pressure, static pressure, temperature and methane and oxygen content in percent. Monthly tasks will include well field monitoring and adjustments of the entire well field, main lines and blower station. A brief status report will be issued monthly with a recap of the data collected on a weekly basis. The monthly report will present well data such as methane, oxygen concentrations in percent, static pressure, and flow rates. Data collected will be analyzed to determine methane and flow trends. Recommendations for changes to the collection system operations and monitoring program will be included in this status report.

Per 40 CFR 60 Subpart WWW, an NSPS site is required to perform routine monitoring, record keeping and reporting activities on the gas system. The NSPS compliance portion of this proposal is divided into the following subcategories:

1. Monitor the well field monthly for required NSPS parameters.
2. Conduct the monthly cover survey.
3. Conduct quarterly surface scans for methane emissions.
4. Upkeep of the NSPS files.
5. Provide data to site for the Semi-Annual NSPS reports.

### **Routine Operations, Maintenance and Minor Repairs**

In conjunction with the routine monitoring described above, LFG TECH will perform spot inspections of certain collection system components and the flare station on a weekly basis and a complete system wide inspection on a monthly basis. This will include the inspection of the condensate collection system, currently in service at the site. Based on the monitoring data and these inspections, well field adjustments and operational parameters such as vacuum, flow rate changes or gas blower configurations will be implemented as required. Additionally, both during and as a result of these inspections, LFG TECH will perform necessary preventative



maintenance tasks and minor repairs on the collection system, LFG blowers, and flare station components. Recommendations for performing non-routine major repairs or implementing system modifications that are discovered during these routine work efforts will be included in the monthly status report as described above. The operation or maintenance of the site's leachate collection system and associated piping are not included in this scope of work and are assumed to be performed by others.

### **Non-Routine Scheduled Maintenance and Major Repairs**

These types of non-routine activities include special work tasks which are aimed at improving collection system performance and increasing the quantity and quality of LFG delivered to the existing flare/blower station facilities. These work tasks will be developed upon the recommendations of the monthly status reports described above and discussions between the Perdido Landfill Site Manager and the LFG TECH Project Manager. This work will be reviewed and prioritized jointly by both parties. LFG TECH will undertake these work efforts as required, but only after receiving written authorization from the Perdido Landfill Site Manager to proceed.

### **Non-Routine Emergency Service**

LFG TECH will provide these types of emergency response services during the proposed contract period of work. LFG TECH will respond to these situations seven (7) days a week within a period of four (4) hours from the time of notification of the problem by Perdido Landfill personnel or an appropriate call-out device. LFG TECH will work with the appropriate personnel to develop site specific call out and personnel contact procedures required to implement these services.

### **COMPENSATION**

The **routine monitoring services and routine operations, maintenance and minor repairs** provided by LFG TECH under this proposal and as described above, will be invoiced on a **lump sum basis** per month for each individual type of service as shown in Attachment A, Cost Estimate.

The **non-routine scheduled maintenance and major repairs** required under this proposal will be performed on a **time and materials basis** in accordance with LFG Techs' most current Schedule of Charges, as shown in Attachment B. The landfill will not be charged for labor from the assigned gas field technician, except in cases where required labor needs exceed the standard forty hour work week. As needed, LFG TECH will provide Perdido Landfill a not-to-exceed estimate for the specific corrective repair or maintenance work identified during the routine or emergency call-out site visits. This work would then proceed only upon written authorization from Perdido site management.

The **non-routine emergency services** required under this proposal will be performed on an as needed per event **lump sum basis** in accordance with the per event cost as shown in Attachment A, Cost Estimate.



**LFG**  
**Technologies**  
**ANNUAL PAYMENT REVIEW**

The parties agree to meet annually (and/or on the anniversary date of the Effective Date of this Proposal) to review and potentially adjust the Base O&M Fee based on local inflation, markets and labor indexes.

Please indicate your approval of the proposal by signing below. After you have signed one original, please return the entire document and retain the other original for your records. Any modifications to the attached language must be accepted by both parties. If you have any questions or would like to discuss this matter further, I can be reached at my office at 585-425-3436.

Sincerely,

LFG TECHNOLOGIES, INC.

Barry Rogers  
Chief Operations Officer

Attachments: Attachment A - Cost Estimate  
Attachment B - Schedule of Labor Charges  
Attachment C - Assumptions and Conditions

cc:

**ATTACHMENT A**  
**COST ESTIMATE**

LFG TECH hereby proposes to furnish the services as described in this proposal for Perdido Landfill per the following cost estimate:

**1. Routine Monitoring**

Labor – included in base service and invoiced monthly. Included in  
Base  
Service

Parts (i.e. hoses, well heads, sample ports, clamps, etc.) to be billed at cost plus 8%. Cost billed on a monthly basis. Should the landfill chose to purchase parts direct and provide parts to LFG Tech that would be acceptable.

**2. Routine Operations, Maintenance, Minor Repairs**

Labor – included in base service and invoiced monthly. Labor that exceeds forty hours will be billed at time and one half. Included in  
Base  
Service

Parts to be billed at cost plus 8% and detailed on monthly invoice.

**ANNUAL LUMP SUM SUBTOTAL Base Cost \$60,980.00**

**3. Non-Routine Scheduled Maintenance/Major Repairs**

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours. Not  
included in  
Base  
Service

Parts to be billed at cost plus 8% and detailed on monthly invoice.

**4. Non-Routine Emergency Service**

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.

Not  
included in  
Base  
Service

Parts to be billed at cost plus 8% and detailed on monthly invoice.

**5. Environmental Logistics Internet Gas Database**

Landfill data and records uploaded to online database to provide more efficient environmental compliance records. This service is a third party service provided through LFG Tech.

**ANNUAL LUMP SUM SUBTOTAL Cost     \$6,500.00**

**TOTAL ESTIMATED YEARLY O&M COST     \$67,480.000**

Effective January 1, 2009

**ATTACHMENT B**  
**LFG Technologies, Inc.****2009 SCHEDULE OF LABOR CHARGES****PERSONNEL CHARGES**

<u>Professional</u>	Rate per Hour
Senior Managers/Technical Review .....	\$125/hr
Senior Technical Staff.....	\$100/hr
Technical Staff.....	\$90/hr
<u>Technical</u>	
Project Manager.....	\$65 - \$85/hr
Site Supervisor.....	\$55 - \$65/hr
Foreman.....	\$48 - \$53/hr
Field Technicians.....	\$30 - \$45/hr
Laborer .....	\$25 - \$30/hr
Drafter/CADD Operators .....	\$64 - \$73/hr
Technical Writers/Editors.....	\$57 - \$81/hr
Project Assistants.....	\$37 - \$81/hr
<u>Nontechnical</u>	
Office Services.....	\$45hr

Depositions and expert witness testimony, including preparation time, will be charged at 150% of the above rates.

**OUTSIDE SERVICES**

Charges for special outside services, equipment, and facilities not furnished directly by LFG TECH will be billed at cost plus 8%.

**PAYMENT**

Monthly invoices are to be paid within 30 days from invoice date.

**ATTACHMENT C****ASSUMPTIONS AND CONDITIONS**

Our work scope and cost estimate for the Perdido Landfill has been developed based on the following assumptions:

1. LFG TECH will be responsible for landfill gas collection system operation, monitoring, and maintenance as described in this proposal and based upon the "as-built" set of site drawings titled \_\_\_\_\_ and dated \_\_\_\_\_.
2. LFG TECH will be the only party designated to adjust the extraction well field during the period of its contract.
3. LFG TECH will have access to the landfill site, as necessary to perform these services.
4. LFG TECH would provide general administration and management responsibilities to oversee field personnel.
5. LFG TECH would manage and coordinate the necessary subcontractors and vendors required to support the ongoing operations.

The following items include responsibilities that LFG TECH has not assumed to be covered in this proposal. LFG TECH assumes that these items will be the responsibility of the landfill owner, or Perdido Landfill.

1. LFG TECH will not take responsibility for the overall quality of the gas collected from the landfill in regards to trace components.
2. LFG TECH takes no legal responsibility for any of the potential hazards associated with the condensate and/or disposal of condensate from the gas collection system.
3. LFG TECH does not take any responsibility for any of the engineering, design, or construction of the interior LFG collection system. Further, LFG TECH does not guarantee that the interior system as designed and/or constructed will meet any operational goals and/or regulatory agency requirements.
4. This proposal does not include provisions in the routine services estimate for any work required to maintain surface cracks, depressions, leveling to prevent ponding, or any other required maintenance of the landfill surface.
5. LFG Tech personnel will not perform confined space entry.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

35. Continued...

C. Continued...

- B. County and Design-Build Firm recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Design-Build Firm fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, ~~\$To Be Negotiated~~ \$1,000.00 for each calendar day thereafter until Substantial Completion is achieved.

1857

15. Landfill Gas Sales Agreement

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning PD 07-08.111, Landfill Gas-to-Energy Project (Funding: Fund 401, Solid Waste Projects, Cost Center 220605):

1858

- A. Approving a Landfill Gas Sales Agreement between Escambia County, Florida, and Gulf Power Company, for the sale of Landfill Gas, at a rate of \$2.47 per MMBTU of Landfill Gas delivered to the Point of Delivery and utilized by the power plant, with an escalation clause of 3% per year, beginning on the first anniversary of the Commercial Operability Date, for a term of 20 years;
- B. Approving an Operations and Maintenance Agreement between Escambia County, Florida, and LFG Technologies, Inc., a time and materials Contract for certain operations and maintenance services of the Landfill Gas Collection System, for a term of five years; and

(Continued on Page 57)



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued...

C. Authorizing the Chairman to sign the Agreements, as amended to condition the Chairman's signature on these Agreements on the adoption of the attendant land lease.

1858

Speaker(s):

David Guardanado

Steven Wright

A. Earl Simmons

20. Edgewater II, Chasevill Sidewalk and Road Resurfacing

Motion made by Commissioner Valentino, seconded by Commissioner White, and carried unanimously, approving, and authorizing the County Administrator to execute, the following Change Order (Funding Source: Fund 151, Warrington Tax Increment Financing [TIF], Cost Center 220516, Object Code 56301):

1916

Bureau:	Neighborhoods/Community Services Bureau
Division:	Community Redevelopment
Type:	Addition
Amount:	\$173,545.60
Vendor:	Panhandle Grading & Paving, Inc.
Project Name:	Edgewater Phase II, Chaseville Sidewalk and Road Resurfacing
Contract:	PD 08-09.004
Purchase Order Number:	291202
Change Order Number:	1
Original Award Amount:	\$265,886.10
Cumulative Amount of Change Orders through Number 1:	<u>\$173,545.60</u>
New Contract Total:	<u>\$439,431.70</u>

Speaker(s):

Andrew Blewer



BCC: 07-09-2009



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**ORGANIZATION:** Management and Budget Services Bureau

**FROM:** Amy Lovoy, Bureau Chief

**DATE:** June 23, 2009

**ISSUE:** Agreements for PD 07-08.111, Landfill Gas-to-Energy Project

**RECOMMENDATION:**

That the Board take the following action concerning PD 07-08.111, Landfill Gas-to-Energy Project:

- A. Approve Landfill Gas Sales Agreement between Escambia County, Florida and Gulf Power Company for the sale of Landfill Gas at a rate of \$2.47 per MMBTU of Landfill Gas delivered to the Point of Delivery and utilized by the power plant with an escalation clause of 3% per year beginning on the first anniversary of the Commercial Operability Date for a term of 20 years.
- B. Approve Operations and Maintenance Agreement between Escambia County, Florida and LFG Technologies, Inc., a time and materials Contract for certain operations and maintenance services of the Landfill Gas Collection system for a term of 5 years and
- C. Authorize the Chairman to sign the Agreements

[Funding: Fund 401, Solid Waste Projects, Cost Center 220605]

**BACKGROUND:**

Landfill Gas-to-Energy Project, PD 07-08.111 was publicly noticed on Monday, June 21, 2008 to 34 providers. On Friday, August 22, 2008, 15 responses were received.

**BUDGETARY IMPACT:**

Funding: Fund 401, Solid Waste Projects, Cost Center 220605

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin D. Hual, Assistant County Attorney reviewed and approved the Agreements.

**PERSONNEL:** N/A

BCC: 07-09-2009  
RE: Agreements for PD 07-08.111, Landfill Gas-to-Energy Project  
Date: June 23, 2009  
Page 2 of 2

**POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION REQUIREMENTS:** N/A

**COORDINATION WITH OTHER AGENCIES/PERSONS:** N/A

CONCUR:

  
Robert R. McLaughlin, County Administrator

Attachments: (Landfill Gas Sales Agreement between Escambia County, Florida and Gulf Power Co.)  
(LFG Technologies, Inc. Agreement)

5/15/2014 CAR I-10

**AMENDMENT OF OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AMENDMENT is made and entered into this day 15<sup>th</sup> of May, 2014, by and between the Perdido Landfill owned and operated by Escambia County, Florida, a political subdivision of the State of Florida, and LFG Technologies, Inc., each at times being referred to as "Party" or "Parties".

**WITNESSETH:**

**WHEREAS**, on July 9, 2009, the County entered into an agreement with LFG Technologies, Inc. ("Supplier") relating to the provision of certain operations and maintenance services for the landfill gas collection system at the Perdido Landfill located at 13009 Beulah Road in Escambia County; and

**WHEREAS**, the Parties have agreed to amend certain provisions relating to the Term and Termination of the Agreement as provided herein; and

**WHEREAS**, as a result of said revision, 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 Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Paragraph 2 of the Agreement is amended to read:

**2. TERM.**

Subject to the provisions for termination set forth in Article 16 of this Agreement, the term of this Agreement shall continue for five (5) years from the date of the agreement and will automatically ~~expire at midnight on the anniversary date of the agreement (the "Term")~~ renew for additional, successive twelve (12) month periods until terminated by either party upon at least one hundred and eighty (180) days prior written notice. Subject only to Time and Materials Work Order(s) and the provisions for termination set forth in Article 16 of this Agreement, the Supplier shall commence the Services and complete the Services pursuant to the estimated time schedule for completion set forth in each Proposal or as such is modified pursuant to a Time and Materials Work Order (the "Time for Completion"). In the event that the Time for Completion of any Project is after the expiration of the Term, the Term shall then automatically extend to and terminate automatically upon the Time for Completion, subject to any Time and Materials Work Orders and the provisions for termination set forth in Article 16 of this Agreement.

Verified By: *[Signature]*  
Date: 5/19/2014

3. That Paragraph 16 of the Agreement is amended to read:

**16. TERMINATION OF AGREEMENT.**

a. The Landfill may terminate this Agreement, any Proposal and/or any Services provided pursuant to this Agreement at any time and for any or no reason whether with or without cause ("Landfill Termination"). The Supplier may terminate this Agreement in the event of a material breach of any covenant or agreement of the Landfill set forth in this Agreement; provided, however, that the Landfill shall have thirty (30) days to cure such breach after the delivery of written notice to the Landfill by the Supplier notifying the Landfill in reasonable detail of the nature of such breach ("Supplier Termination"). In the event of a Landfill Termination or a Supplier Termination, the Supplier shall be paid for any Services performed prior to the effective date of such termination, provided such work is in a form usable by the Landfill. In the event of termination, the Supplier hereby agrees that it shall, without any further consideration or payment except in the case of termination by the Landfill solely for convenience, provide information and take such other actions as the Landfill may reasonably require, including, without limitation, cooperating with any new Supplier to effect an orderly and prompt transition of responsibility for conducting activities contemplated under this Agreement. ~~Subject to Section 2 of this Agreement, this Agreement shall automatically terminate upon the expiration of the Term; provided, however, and notwithstanding~~ any contrary provision hereof, the Supplier's obligations under Sections 3, 8, 14, 18, 21, 22, 23, 24, 25, and 26 of this Agreement shall survive any termination of this Agreement.

4. That the Parties hereby agree that all other provisions of the Agreement that are 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 date last executed by the Parties.

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 or 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, FLORIDA**, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

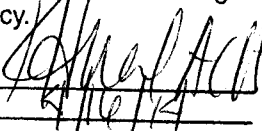
By:   
Lumon J. May, Chairman

Date: 5/15/2014

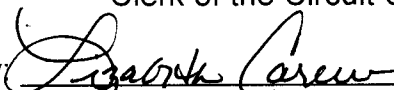
Date BCC Approved

5/15/2014

Approved as to form and legal sufficiency.

By/Title:   
Date: 5/16/14

ATTEST: Pam Childers  
Clerk of the Circuit Court

By:   
Deputy Clerk



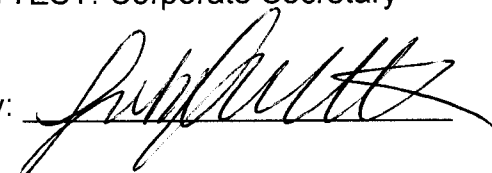
**Supplier: LFG Technologies, Inc.**

By: 

Title: C.O.O.

Date: 4.25.14

ATTEST: Corporate Secretary

By: 

(CORPORATE SEAL)

LYUBOV ROMANYUK  
Notary Public - State of New York  
No. 01-RO6238035  
Qualified in Monroe County  
My Commission Exp. 03/28/2015

## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

##### 6. Scheduling of a Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried 4-1, with Commissioner May voting "no," authorizing the scheduling and advertising of a Public Hearing for June 3, 2014, at 5:31 p.m., 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, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

##### 10. Amendment to an Agreement

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, approving the *Amendment of Operations and Maintenance Agreement* between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending the Term and Termination of the current Agreement.

#### II. BUDGET/FINANCE CONSENT AGENDA

##### 1-19. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 19, as follows, with the exception of Items 7, 13, and 15, which were held for separate votes:

1. Adopting the Resolution (*R2014-45*) authorizing the write-off of \$2,462,546.31 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6141** County Administrator's Report 12. 10.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 05/15/2014  
**Issue:** Amendment of Operations and Maintenance Agreement with LFG Technologies, Inc.  
**From:** Pat Johnson, Department Director  
**Organization:** Solid Waste  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Amendment of Operations and Maintenance Agreement - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the Amendment of Operations and Maintenance Agreement between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending the Term and Termination of the current Agreement.

**BACKGROUND:**

The current Operations and Maintenance Agreement with LFG Technologies, Inc., will expire at Midnight, July 9, 2014. The Perdido Landfill is requesting to extend the present agreement through the amending of Paragraphs 2 and 16, as noted in the Amendment of Operations and Maintenance Agreement.

**BUDGETARY IMPACT:**

The existing fees and provisions for changes will remain effective as noted in the current agreement.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual of the County Attorney's Office has approved the Amendment of Operations and Maintenance Agreement as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required in order to amend the Agreement.

**IMPLEMENTATION/COORDINATION:**



The Amendment of Operations and Maintenance Agreement will be signed by both parties and a copy will be provided to LFG Technologies, Inc.

---

### **Attachments**

LFG Signed Agreement

LFG Technologies, Inc. Agreement

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12/11/2014 CAR II-26

**SECOND AMENDMENT TO THE OPERATIONS AND MAINTENANCE AGREEMENT**

**THIS SECOND AMENDMENT** is made and entered into this 11<sup>th</sup> day of December, 2014, by and between the Perdido Landfill owned and operated by Escambia County, Florida, a political subdivision of the State of Florida, and LFG Technologies, Inc., each at times being referred to as "Party" or "Parties".

**WITNESSETH:**

**WHEREAS**, on July 9, 2009, the County entered into an agreement with LFG Technologies, Inc. ("Supplier") relating to the provision of certain operations and maintenance services for the landfill gas collection system at the Perdido Landfill located at 13009 Beulah Road in Escambia County; and

**WHEREAS**, the Parties have agreed to amend certain provisions relating to the annual base cost for routine monitoring services and routine operations, maintenance, and minor repairs performed pursuant to the Agreement as provided herein; and

**WHEREAS**, as a result of said revision, 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 Parties agree to amend the Agreement as follows:

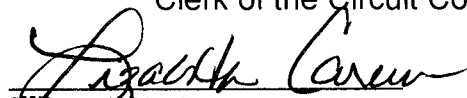
1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Attachment A, Cost Estimate, included as part of Exhibit A to the Operations and Maintenance Agreement is hereby amended as provided in the revised Cost Estimate, attached hereto and made a part hereof.
3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the Parties.
5. 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 or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

Date: 12/17/2014 Verified By: B. Carum

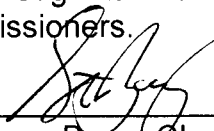
**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers  
Clerk of the Circuit Court

  
Deputy Clerk



By:   
Steven Barry, Chairman

Date Executed

12/14/2014

Date BCC Approved


12/11/2014

**Supplier: LFG Technologies, Inc.**

ATTEST: Corporate Secretary

  
Nancy Rogers

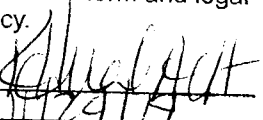
[CORPORATE SEAL]

By:   
Barry Rogers

Title: President

Date: 11-26-2014

Approved as to form and legal sufficiency.

By/Title:   
Date: 12/29/14



## **ATTACHMENT A COST ESTIMATE**

LFG TECH hereby proposes to furnish the services as described in this proposal for Perdido Landfill per the following cost estimate:

### **1. Routine Monitoring**

Labor – included in base service and invoiced monthly.

Included in  
Base  
Service

Parts (i.e. hoses, well heads, sample ports, clamps, etc.) to be billed at cost plus 8%. Cost billed on a monthly basis. Should the landfill chose to purchase parts direct and provide parts to LFG Tech that would be acceptable.

### **2. Routine Operations, Maintenance, Minor Repairs**

Labor – included in base service and invoiced monthly. Labor that exceeds forty hours will be billed at time and one half.

Included in  
Base  
Service

Parts to be billed at cost plus 8% and detailed on monthly invoice.

<b>ANNUAL LUMP SUM SUBTOTAL Base Cost</b>	<b><del>\$60,980.00</del></b>	<b><u>\$64,029.00</u></b>
---	-------------------------------	---------------------------

### **3. Non-Routine Scheduled Maintenance/Major Repairs**

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.

Not  
included in  
Base  
Service

Parts to be billed at cost plus 8% and detailed on monthly invoice.



#### **4. Non-Routine Emergency Service**

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.

Not  
included in  
Base  
Service

Parts to be billed at cost plus 8% and detailed on monthly invoice.

#### **5. Environmental Logistics Internet Gas Database**

Landfill data and records uploaded to online database to provide more efficient environmental compliance records. This service is a third party service provided through LFG Tech.

**ANNUAL LUMP SUM SUBTOTAL Cost**      **\$6,500.00**

**TOTAL ESTIMATED YEARLY O&M COST**      **~~\$67,480,000~~**      **\$70,529.00**

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

25. Taking the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5310 funding and (Federal Transit Administration [FTA]) urbanized area funding, to be used by Escambia County for the purchase of six ADA Buses; there are currently 25 vehicles in the fleet; FDOT recommends that paratransit vehicles be replaced at five years and/or 200,000 miles; Escambia County Area Transit (ECAT) has four buses in need of replacement due to high mileage and wear; an increase in the spare ratio is also needed to ensure the County has adequate vehicles in the case of maintenance and/or repair; this purchase will bring almost all of the fleet up to new; a future capital replacement plan has been established, and this application serves as part of that plan, allowing ECAT to add rolling stock and to begin replacing vehicles as the Grant money is available; upon approval by the Board of County Commissioners, this proposed Program of Projects, including any Amendments, becomes the final Program of Projects (Funding: these funds will be included in the ECAT Fiscal Year 2015/2016 Budget):
  - A. Adopting the Resolution (*R2014-156*) authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and
  - B. Authorizing the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.
26. Approving the *Second Amendment to the Operations and Maintenance Agreement* between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending Attachment "A," Cost Estimate, included as part of Exhibit "A" to the Operations and Maintenance Agreement, increasing the Base Operations and Maintenance (O&M) Fee 5%, in the amount of \$3,049, as provided via Exhibit "A," "Annual Payment Review" (Funding: Fund 401, Solid Waste, Cost Center 230308, Object Code 53401).





Kristin Hual of the County Attorney's Office has approved the Second Amendment to the Operations and Maintenance Agreement as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required in order to amend the Agreement.

**IMPLEMENTATION/COORDINATION:**

The Second Amendment to the Operations and Maintenance Agreement will be signed by both parties and a copy will be provided to LFG Technologies, Inc.

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**Attachments**

LFG Second Amendment Agreement

LFG Technologies Agreement

LFG First Amendment

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11217

County Administrator's Report 17. 1.

BCC Regular Meeting

Discussion

Meeting Date: 10/20/2016

Issue: Appointment to the Escambia County Value Adjustment Board

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning an Appointment to the Escambia County Value Adjustment Board - Jack R. Brown, County Administrator

That the Board appoint one of the following individuals to the Escambia County Value Adjustment Board to serve a one-year term, effective, October 20, 2016, through October 19, 2017, to replace Gregory P. Farrar, who resigned:

A. Joseph J. Leccese; or

B. Richie L. Faunce.

A General Alert was posted on the County's Website from October 6, 2016, to October 13, 2016, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB).

Mr. Richie L. Faunce has expressed his interest in serving on the VAB. Mr. Joseph J. Leccese is Commissioner Robinson's nominee.

#### **BACKGROUND:**

A General Alert was posted on the County's Website from April 22, 2016, to May 6, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents Escambia County residents interested in volunteering to be considered for an appointment to the Value Adjustment Board.

Mr. Gregory P Farrar has expressed his interest in serving. Mr. Joseph J. Leccese is Commissioner Robinson's nominee. The Resumes of Mr. Farrar and Mr. Leccessee are 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

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**Attachments**

Joseph J. Leccese

Richie L. Faunce

General Alert - Value Adjustment Board

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## Judy H. Witterstaeter

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**From:** Becky L. Azelton  
**Sent:** Wednesday, October 12, 2016 8:40 AM  
**To:** Judy H. Witterstaeter  
**Cc:** Grover C. Robinson  
**Subject:** FW: Value Adjustment Board  
**Attachments:** Joe Leccese.pdf

Judy,

Here is Mr. Leccese's email showing he is interested in being Commissioner Robinson's nominee for the VAB. I have also attached his resume'.

Thanks for your time and assistance.

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**From:** [jjl@jjlenterprises.com](mailto:jjl@jjlenterprises.com) [<mailto:jjl@jjlenterprises.com>] **On Behalf Of** J Leccese  
**Sent:** Tuesday, October 11, 2016 10:32 PM  
**To:** Becky L. Azelton  
**Cc:** Grover C. Robinson  
**Subject:** Re: Value Adjustment Board

Ms. Becky/Commissioner Robinson:

Sorry just responding now. Yes earlier I expressed an interest. Additionally, when I looked at the detailed information you received and forwarded to me about the position it appeared the deadline was earlier than when you first asked?

Yes I am still interested.

Thank You.

Respectively,

Joseph J. Leccese

850-332-7185 Office

J Leccese

On Fri, Oct 7, 2016 at 10:05 AM, Becky L. Azelton <[rlazelto@co.escambia.fl.us](mailto:rlazelto@co.escambia.fl.us)> wrote:  
Mr. Leccese,

Good morning. I hope this email finds you well.

There is currently an open position on the Escambia County Value Adjustment Board. Earlier this year you expressed interest in being Commissioner Robinson's nominee for a position on that Board. Are you still interested in this?

Thank you so much for your time, consideration and timely response. I look forward to your decision.

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*

*Becky Azelton,  
Aide, Commissioner Grover C. Robinson, IV  
Escambia County BoCC  
District 4  
Phone: (850) 595-4940  
Fax: (850) 595-4685*

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***Joseph J. Leccese is Principal and Founder of JJJ Enterprises LLC, an energy and operations strategy consulting company. Mr. Leccese most recently served as the Director of Special Projects, Vice President and Director of Global Business Development for an energy technology company. In his various roles he was responsible for all aspects of growing a small private start-up company and a member of the Leadership Council that took it public to an initial public offering (IPO) valued at >\$324M in 2007. In addition, Joe started the company's first field operations business unit and went on to build a \$60M professional services division to support energy technology programs for utilities across the United States. He was involved with supporting the customer acquisition process, program management and operations of >15 multi-year service agreements with total contract values of >\$340M that included implementation of multiple strategic pilot programs.***

***Mr. Leccese has a history of being hand-picked and chosen by Presidents, CEOs, Vice Presidents and CTOs of Fortune 500, start-up and turn around companies as a specialist, and change agent for special assignments and achieving results, "getting things done" despite challenging environments and significant barriers. Prior to joining the energy technology company, Joe spent fifteen years in management, sales, business development, global and national accounts and strategic account management all in comprehensive energy and operational solutions, controls and automation technology for Honeywell Inc., PSEG Energy Technologies and Circon Systems that included being part of team that launched one of the largest retail energy services company (RESCO) deregulated subsidiary of a diversified utility holding company and managing some of the first teams in the United States to provide electricity, natural gas and value added services for industrial, commercial and retail customers. He resides in Northwest Florida.***

# JJL Enterprises LLC Overview

- Founded in 2011
- Energy industry solutions strategists & implementers
- Independent advisers
- Typical Customers
  - Utilities, Technology Companies, C&I, Healthcare, Institutional End-Users, Government
- Diverse experience & knowledge base
  - Supply, demand, energy efficiency, data acquisition
  - Automation & controls, M&V
  - Implementation
  - North America







# Joseph J. Leccese

- 20+ years experience energy technology & services
  - Member of Leadership Council that took Comverge public
  - Measurable results at Comverge, Circon, PSEG ET, Honeywell
- Business development & new market identification
- Creating industry “best practice” models
- Process improvement/cost reduction
- Technology evaluation, solution design, implementation
  - Customized, vendor neutral, technology agnostic
  - Supply, demand, smart grid, energy efficiency
- Start-up, turn around & Fortune 500 experience

# JJL Enterprises Service Solutions

- Solutions, proposal creation support
- Building direct sales & alternate channels
- Existing facilities operations & maintenance assessments
- Automation & controls reviews
- Requirements support
- Vendor evaluation, selection & management
- Energy & operation practices review
- Technology transfer & training



**Judy H. Witterstaeter**

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**From:** Richie [rrfaunce@cox.net]  
**Sent:** Wednesday, October 12, 2016 5:33 PM  
**To:** Judy H. Witterstaeter  
**Subject:** Letter of interest for the Escambia County Value Adjustment Board seat  
**Attachments:** Letter for appointment Value Board.doc; RESUME for County1.doc

Dear Ms. Judy,

I am applying for the Escambia County Value Adjustment Board seat. I have attached my letter and resume for the board's consideration.

Thank You,

Richie L. Faunce

The following is my Letter of Interest for the Escambia County Value Adjustment Board seat.

Dear County Commissioners:

I am interested in being a member of the Escambia County Value Adjustment Board and ask that you consider me for the current. I am no stranger to Escambia County since I have lived here since 1994.

As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in helping the citizens of Escambia County in my role as a member of the Escambia County Value Adjustment Board. I believe that having worked as a corrections officer and currently as a Court Security Deputy in Escambia County that I have seen the most challenging situations that face Escambia County, and I am able to understand and deal with them

What has piqued my interest in seeking appointment to the Escambia County Value Adjustment Board is that I meet the requirements posted for the position and desire to be in public service some day.

I respectfully request your support in being appointed to the Escambia-Pensacola Human Relations Commission.

I would be happy to answer any questions you may have.

Thank you for your consideration.

Sincerely,

Richie L. Faunce

10311 Bowman Ave.  
Pensacola, Fl. 32534

Phone Cell: (850) 712-7533  
E-mail rrfauce@cox.net

## Richie Lee Faunce

### Objective

A challenging position in government that will allow me to enhance the quality of life for the people in the community. I also hope to be a role model and be able to encourage the young people to make right decisions for their life.

### Education

1979 - 1981	Ticonderoga High School Received Regents Diploma	Ticonderoga, N.Y.
1994 - 1997	Pensacola Bible Institute Received a Bachelor of Divinity	Pensacola, Fl.
5/2000-9/2000	George Stone Votech Center Corrections Officer academy	Pensacola, Fl.
4/2002-8/2002	George Stone Votech Center Cross training academy from Corrections to Law Enforcement Officer	Pensacola, Fl.
2001-2004	Troy State University Received Bachelor of Science degree in Criminal Justice	Pensacola, Fl.
2001-2007	Troy State University Received Master of Science degree in Management / Human Resources	Pensacola, Fl.
2009-2011	Troy State University Received Master of Public Administration degree in Public Administration/ Public Management	Pensacola, Fl.

### Work experience

8/1981 – 8/1987	U.S. Navy	Various States
Sonar Technician: USS Chandler (DDG-996) - Work Center Supervisor and AN/SQS-53A and auxiliary equipment technician. Commissioned USS Ticonderoga (CG-47). AN/SQS-53A Operator and Damage Control Petty Officer.		
9/1987 – 10/1989	General Electric Co.	Syracuse, N.Y.
Installation and Test Specialist: Responsible for electronic equipment maintenance at the Antisubmarine Engineering Development Site and Production Test Site at Syracuse, New York.		
10/1989 – 5/1993	General Electric Co.	Pascagoula, Ms.
Work Center Supervisor: Directed a group of four people and responsibilities involved scheduling, planning, and directing government conducted tests and witnessing contractor conducted tests.		

5/1993 – 5/1996                      Signal Corporation                      Arlington, Va.  
System Engineer:  
Interfaced with the ASW Engineering group to provide answers and write trouble reports, for problems that were discovered during ship construction. Was also liaison between the U.S. sailors on the ships and the ASW work center.

5/1996 – 5/1997                      Gulf Coast Pump and Equipment                      Pensacola, Fl.  
Delivery driver:  
I also maintained a warehouse with the entire inventory for the store, which included driving a forklift and shipping products out using UPS.

5/1997 – 5/2000                      Bible Baptist Bookstore                      Pensacola, Fl.  
Production Engineer:  
Produced audio and video tapes, books, monthly newsletter, and a weekly radio program. I also helped receive incoming material and stock it into inventory.

5/2000 – 6/2011                      Escambia County Sheriff's Office                      Pensacola, Fl.  
Corrections Officer:  
Responsible for the care, custody, and control of the inmates in jail. I was also responsible for transporting inmates to the Doctors, Court House and state prison. I also worked in Internal Affairs and was responsible for investigating complaints at the jail and doing background checks on new hire applicants.

6/2011- 7/2012                      Blackwater Correctional Prison/ GEO Prisons, Inc. Milton, Fl.  
Corrections Officer:  
Responsible for the care, custody, and control of the inmates in the prison.

7/2012 – present                      Escambia County Sheriff's Office                      Pensacola, Fl.  
Deputy Sheriff: Court Security Officer  
Responsible for the security of the court rooms at the Court House.

8/2000 – 12/2007                      U.S. Navy Reserves                      Pensacola, Fl.  
Sonar Technician:  
Joined the Reserves in August of 2000 as an E-3 and made two pay grades from February 2001, to an E-5. I have a total combined service of thirteen years in the U.S. Navy

#### **Awards**

General Electric RAVE award – it is a peer recognition award  
Group Aegis Excellence Award for my ASW Work Center

#### **Volunteer experience**

I was a Layman to the inmates in the Santa Rosa County Jail on Saturday nights for a year. I currently do the stats for the local Ice Hockey team the Pensacola Ice Flyers in the Southern Professional Hockey League.

#### **Summary of qualifications**

8/2000 – Present                      Escambia County Sheriff's Office                      Pensacola, Fl.  
Corrections Officer and Deputy Sheriff/ Court Security Officer  
I know how to communicate with the public and other county agencies from my job duties. I had to use proper verbal communications in order to defuse situations and to achieve the desired actions of individuals.

**Security clearance**

Held a Secret clearance from 10/81 to 05/96 and 8/2003 to 12/2007

**References with their approval**

Sheriff David Morgan, Escambia County Sheriff's Office, Pensacola, Fl.  
Work: (850) 436-9512

David Craig, Escambia County Sheriff's Office, Pensacola, Fl.  
Work: (850) 436-9620 Cell: (850) 554-1401

Captain Fred Alford, Escambia County Sheriff's Office, Pensacola, Fl.  
Work: (850) 554-1424



Judy H. Witterstaeter

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From: Community & Media Relations  
Sent: Thursday, October 06, 2016 8:34 AM  
To: Judy H. Witterstaeter  
Subject: Volunteer Sought for Escambia County Value Adjustment Board



[Click HERE to View in Browser](#)

## Volunteer Sought for Escambia County Value Adjustment Board

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Value Adjustment Board. The VAB provides for the hearing of all petitions, complaints, appeals and disputes concerning taxable assessment of properties. The term of office is one year.

Escambia residents interested in serving on the Value Adjustment Board are asked to submit a resume and letter indicating their desire to serve by 5 p.m. Thursday, October 13. Resumes and letters should be submitted via email to [jhwitter@myescambia.com](mailto:jhwitter@myescambia.com) or by mail to:

Judy Witterstaeter, Program Coordinator  
Escambia County Board of County Commissioners  
P.O. Box 1591  
Pensacola, FL 32502

**Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.**

The board of county commissioners' VAB appointee must meet the following requirements to be eligible to serve:

- Must own homestead property in Escambia County.
- Cannot be a member or employee of any taxing authority.
- Cannot represent property owners in any administrative or judicial review of property taxes.

The VAB was established in accordance with Section 194.015, Florida Statutes, which was revised on Sept. 1, 2008. The VAB meets for approximately 30-40

minutes twice a year, usually in September and December.

You are receiving this email because you opted in to receive alerts for MyEscambia.com.

[Click here to unsubscribe from email alerts.](#)

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-11188

County Attorney's Report 17. 1.

BCC Regular Meeting

Information

Meeting Date: 10/20/2016

Issue: Joel Havener, et al. v. First American Title Insurance Company, et al.,  
Case No. 2013 CA 001041

From: Stephen West, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning *Joel Havener, et al. v. First American Title Insurance Company, et al.*, Case No. 2013 CA 001041.

That the Board accept the informational report concerning *Joel Havener and Mary Jane Havener v. First American Title Insurance Company, Rose Linda Fussell, Nathan Swafford, Ranae Lynn Stewart, REO Exit Realty NFI, Lydia Davis, Horizon Properties of Pensacola, Inc. d/b/a Remax Horizons Realty* (Case No. 2013 CA 001041).

#### **BACKGROUND:**

The County has been named as a defendant in *Joel Havener, et al. v. First American Title, et al.* The County Attorney's Office will defend the lawsuit once the complaint is served.

In 2012, the Haveners purchased residential property located on the eastern, unimproved portion of Kersey Road. The Haveners' complaint alleges that their sellers, title insurance company, and other realtors and real estate professionals were negligent and/or fraudulently misrepresented that the eastern portion of Kersey Road was a public road and maintained by the County. However, the eastern portion of Kersey Road is not a public road and has not been maintained by the County.

The Haveners first filed their lawsuit in 2013, but the Court recently granted their motion to add an additional count to their complaint naming the County as a defendant. The count against the County seeks a declaratory judgment finding that the unimproved portion of Kersey Road is a public road, that the County has accepted the road for public use, and that the County has a duty to provide maintenance that allows access for the Haveners and other members of the public.

#### **BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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