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 – July 5, 2018 – 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 Barry.

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 commending and congratulating Jacquita Stokes, an Office Support Assistant in the Administration Division of the Mass Transit Department, on her selection as "Employee of the Month" for July 2018; and

B. The Proclamation recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

7. Retirement Proclamations.

Recommendation: That the Board take the following action concerning retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Mark W. Chapman, Animal Control Supervisor, Building Services Department, on 30 years of service;

B. Adopt the Proclamation commending and congratulating Anita G. Hemphill, Jail Corrections First Lieutenant, Corrections Department, on 31 years of service;

C. Adopt the Proclamation commending and congratulating Ann R. Miller, Kennel Technician, Building Services Department, on 22 years of service;

D. Ratify the Proclamation, dated May 1, 2018, commending and congratulating Tommie A. Bonner, Storekeeper/Warehouse Technician, Publics Safety Department, on 20 years of service;

E. Ratify the Proclamation, dated May 24, 2018, commending and congratulating Dean C. Harris, Road Corrections Officer, Corrections Department, on 23 years of service;

F. Ratify the Proclamation, dated May 24, 2018, commending and congratulating Linda A. Mobley, Food Services Assistant, Corrections Department, on 18 years of service; and

G. Ratify the Proclamation, dated May 1, 2018, commending and congratulating Anthony R. Rood, Storekeeper/Warehouse Technician, Public Safety Department, on 14 years of service.

8. Written Communication:

A. May 22, 2018, communication from Tina R. Welch requesting Lien relief for the State Housing Initiatives Partnership (SHIP) Program Lien for property located at 1412 North Green Street.

B. June 21, 2018, communication from Vince L. Childers requesting Lien relief for property located at 3806 Moreno Street.

Recommendation: That the Board review and consider the Lien relief request made by Vince L. Childers, one of the owners of the property, relative to a property at 3806 Moreno Street.

Mr. Childer's brought this request to the Gary Sansing Public Forum on June 21, 2018. The Board directed the County Attorney to bring this request forward for review and consideration by the Board during Written Communication on July 5, 2018.

9. 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.

10. 5:31 p.m. Public Hearing for consideration of the vacation of the eastern portion of Kersey Road, on the Board's own motion.

Recommendation: That the Board take the following action concerning the vacation of the eastern portion of Kersey Road, on the Board's own motion:

A. Approve the vacation of the unopened and unmaintained right-of-way portion of Kersey Road;

B. Adopt the Resolution to Vacate; and

C. 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.

This property is located in Commission District 1.

11. 5:32 p.m. Public Hearing for consideration of the vacation of a portion of "X" Street, as petitioned by Brownsville Assembly of God.

Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of "X" Street, as petitioned by Brownsville Assembly of God:

A. Approve or deny the vacation of a portion of "X" Street (51' right-of-way, approximately 15,555 square feet), as petitioned by Brownsville Assembly of God;

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.

This request to vacate area is located in Commission District 3.

12. 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 110

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the April 2018 Returns Received in May 2018

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2018 returns received in the month of May 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eighth month of collections for the Fiscal Year 2018; total collections for the month of April 2018 returns was $910,012.65; this is a 2.27% decrease over the April 2017 returns; total collections year to date are 5.56% more than the comparable timeframe in Fiscal Year 2017.

2. Recommendation Concerning Records Disposition Document No. 647

That the Board amend its action of February 15, 2018 (CR I-2), and approve the revision to Records Disposition Document No. 647, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 544 through 549), for the period September 6, 2016, through July 6, 2017, in accordance with State Retention Schedule GS1, to remove the reference to microfilming and to reflect that the records have been digitally imaged.

3. Recommendation Concerning Acceptance of the Minutes of the March 13, 2018 BCC/School Board Joint Meeting

That the Board accept, for filing with the Board's Minutes, the Minutes of the March 13, 2018 BCC/School Board Joint Meeting, as provided by Holley DeWees, Escambia County School District Superintendent's Office.

4. Recommendation Concerning Acceptance of the Minutes of the June 18, 2018, District 4 Town Hall Meeting

   That the Board accept, for filing with the Board's Minutes, the Minutes of the June 18, 2018, District 4 Town Hall Meeting, prepared by Becky Azelton, Aide to Commissioner Grover C. Robinson, IV.

5. 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 Committee of the Whole Workshop held June 14, 2018;

   B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 21, 2018; and

   C. Approve the Minutes of the Regular Board Meeting held June 21, 2018.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on June 5, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on June 5, 2018

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2018-06 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	***Z-2018-06***
Address:	15 Herman Street
Property Reference No.:	05-2S-30-1002-000-033
Property Size:	1.04 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	Com, Commercial
Commissioner District:	3
Requested by:	Wiley C. "Buddy" Page, Agent for Raymond and Sylvia Ward, Owners
Planning Board Recommendation:	Approval
Speakers:	Wiley C. "Buddy" Page, Larry Downs, Jr.

2. 5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on June 5, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Article 1, General Provisions, Section 3-1.5, Site and Building Requirements, Distance between dwellings.

4. 5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the Design Standards Manual, Chapter 1 and Land Development Code, Chapter 6, Definitions

   That the Board of County Commissioners (BCC) cancel the 5:47 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Design Standards Manual (DSM), Chapter 1 and Land Development Code (LDC), Chapter 6, Definitions

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Development and Compliance Review, Article 5, Subdivisions, Section 2-5.3, Minor subdivisions and amending Chapter 5, Development Standards, Article 3, Division of Land, Section 5-3.2, General provisions

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 2, Development and Compliance Review on Minor Subdivisions and Chapter 5, Development Standards, to modify provisions governing subdivisions and the division of land within the county.

6. 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial District, Subsections 3-2.11(a), 3-2.11(b), 3-2.11(b)(6), 3-2.11(c), 3-2.11(d)(8), 3-2.11(g)

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial district (HC/LI), Subsection 3-2.11(a), Purpose; Subsection 3-2.11(b), Permitted Uses; Subsection 3-2.11(b)(6), Industrial and Related; Subsection 3-2.11(c) Conditional Uses; Subsection 3-1.22(d)(8), Site and Building Requirements, Other Requirements; creating Subsection 3-2.11(g), Performance Standards for Certain Parcels, to address industrial uses which are zoned HC/LI and located within Mixed-Use Suburban (MU-S) Future Land Use category.

This hearing serves as the first of two public hearings.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

August 2, 2018

5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following rezoning case to be heard by the Planning Board on July 10, 2018.

Case No.:	**Z-2018-07**
Address:	8300 Blk Klondike Road
Property Reference No.:	14-1S-31-2301-000-000; 14-1S-31-2301-001-001
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Dan Livingston, Owner

5:46 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2018-01

Summary: The applicant is requesting a Future Land Use (FLU) Map amendment to change the FLU category from AG to RC. The FLU change is

proposed to change the allowed density and accommodate the development of a residential subdivision of approximately 38 dwelling units. The 210 (+/-) acres parcel is located about one and a half miles West of Hwy 29 and North of Hwy 97. The current zoning designation of the referenced parcel is Agricultural (Agr); the applicant is concurrently requesting a rezoning from Agr to Rural Residential (RR).

5:47 p.m. - A Public Hearing - McDirt Pit Permit Renewal

Summary: Recycling Facility Permit Renewal for McDirt Industries located at 5570 Bellview Avenue.

5:48 p.m. - A Public Hearing - Containers Ordinance

Summary: LDC amendment to allow alternative uses of standard industrial shipping containers.

5:49 p.m. - A Public Hearing - GAC Borrow Pit Permit Approval

Summary: Resource Extraction Permit approval for a new borrow pit owned by GAC Borrow Pit located at 107 Sigler Road.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a Memorandum of Understanding with the U.S. Environmental Protection Agency Relating to the Study of Aquatic Ecosystems Focusing on Water Quality within the Pensacola and Perdido Bay Systems - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) with the U.S. Environmental Protection Agency (U.S. EPA), National Health and Environmental Effects Research Laboratory, relating to the study of aquatic ecosystems focusing on water quality within the Pensacola and Perdido Bay systems.

2. Recommendation Concerning the Escambia County Title VI Nondiscrimination Program Policy and Plan (Revised Policy) - Joy Jones, P.E., Public Works Department Director

   That the Board take the following action concerning the Escambia County Title VI Nondiscrimination Program Policy, Section II, Part C. 36:

   A. Amend the Escambia County Title VI Nondiscrimination Program Policy, Section II, Part C.36, and file accordingly; and

   B. Approve and authorize the County Administrator to sign the Title VI/Nondiscrimination Assurance which states that Escambia County is in compliance with the Title VI Nondiscrimination Program Policy and Plan.

3. Recommendation Concerning Delegation of Signatory Authority Regarding Single Patient Agreements for Dialysis Services to Dr. Rayme Edler, Escambia County Medical Director - Selina Barnes, Interim Director of Corrections

   That the Board take the following action:

   A. Approve the sample single patient agreement (Treatment Agreement) for dialysis services required by treating facilities; and

   B. Authorize Dr. Rayme Edler, Escambia County Medical Director, to sign the single patient agreements.

4. Recommendation Concerning Amendment #012 to Agreement #A0150 between Escambia County and Big Bend Community Based Care, Inc. - Selina Barnes, Interim Director of Corrections

   That the Board take the following action concerning the amendment of Contract #A0150 with Big Bend Community Based Care, Inc:

   A. Approve Amendment #012 to Contract #A0150. This Amendment incorporates the language from the new federal Title 2 CFR part 200.414 and Title 2 CFR part 200.68, relating to the billing of indirect/administrative costs covered under Section 8 of the original Agreement; and

   B. Authorize the Chairman to sign Amendment #012 to Contract #A0150.

5. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Selina Barnes, Interim Director of Corrections

   That the Board approve the Request for Disposition of Property Form for the Corrections Department, listing one item. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be approved for disposal.

6. Recommendation Concerning the Request for Disposition of Property for the Property Appraiser's Office - Chris Jones, Escambia County Property Appraiser

   That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office for the equipment, which is described and listed on the Request Form, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

7. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Fireworks Event at Pensacola Christian College - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for a Fireworks Event to be held at Pensacola Christian College, specifically at 250 Brent Lane; Pensacola, Florida 32503, with the fireworks display presented by Pyrotecnico Fireworks, Inc., on Thursday, July 5, 2018, from 9:00 p.m., to 9:20 p.m.

8. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the "Bass Wars" Event Presented by Graye's Granite, Inc. - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for the "Bass Wars" Event to be held at 3141 Potter Street; Pensacola, Florida 32514, presented by Graye's Granite, Inc., on Saturday, July 14, 2018, from 11:00 a.m., to 8:00 p.m. to include loud music with stereo system demonstrations.

9. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the July 28, 2018, Brasch-Ard Wedding Reception - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Brasch-Ard Wedding Reception located at 1848 Chavers Road; Cantonment, Florida 32533, to include a DJ and music, from July 28, 2018, at 6:30 p.m., to July 29, 2018 at 3:30 a.m.

10. Recommendation Concerning Business Sponsorship Agreement between Escambia County and Pete Moore Chevrolet, Inc. - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Business Sponsorship Agreement between the Escambia County Board of County Commissioners and Pete Moore Chevrolet, Inc., for the provision of allowing Pete Moore Chevrolet, Inc., a sponsorship opportunity by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for Public Safety on Pensacola Beach on a zero-cost lease:

A. Adopt the Resolution authorizing the "Safe Shores" Business Sponsorship Proposal;

B. Approve the Business Sponsorship Agreement between the Escambia County Board of County Commissioners and Pete Moore Chevrolet, Inc., for the provision of allowing Pete Moore Chevrolet, Inc., a sponsorship opportunity by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for Public Safety on Pensacola Beach on a zero-cost lease;

C. Authorize the Chairman to execute the Resolution and the Business Sponsorship Agreement; and

D. Authorize Michael D. Weaver, Public Safety Department Director, to execute all related documents as required to implement the Business Sponsorship Agreement without further Board action.

11. Recommendation Concerning an Escambia County Housing Finance Authority Reappointment - Jack R. Brown, County Administrator

That the Board take the following action concerning a reappointment to the Escambia County Housing Finance Authority:

A. Waive the Board's Policy, Section I, Part B.1.(D), Appointment Policy and Procedures; and

B. Reappoint Robert C. Maloy to serve another four-year term, effective August 1, 2018, through July 31, 2022, as requested by Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority.

A General Alert that was posted on the County's website from May 15, 2018, to May 29, 2018, seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. No Resumes from citizens interested in serving on the Authority were received.

12. Recommendation Concerning the Department of Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Department of Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application, CMS-855B, as authorized official, for revalidation of Escambia County Board of County Commissioners, D/B/A Escambia County EMS (Emergency Medical Services), as a Florida Medicare Provider.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Fiscal Year 2018-2019 Detailed Work Plan Budget - Arthropod Control for the Mosquito Control Division - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the Chairman to sign the Fiscal Year 2018-2019 Detailed Work Plan Budget - Arthropod Control for the Mosquito Control Division, in the amount of $31,438.24, to supplement Mosquito Control's budget to cover expenses such as overtime, training, and chemicals, as a Grant from the Florida Department of Agriculture and Consumer Services.

   [Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703]

2. Recommendation Concerning On-Site Employee Health Clinic Contract - Eric Kleinert, Human Resources Department Director

   That the Board take the following action concerning the On-Site Employee Health Clinic:

   A. Approve a one-year Contract extension with Concentra Health Services, Inc., for the On-Site Employee Health Clinic;

   B. Adjust the staffing model to two Nurses and one Medical Assistant; and

   C. Approve and authorize the Chairman, subject to Legal review and sign-off, the Amendment with Concentra Health Services.

   THE AMENDMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER.

   [Funding for the On-Site Employee Health Clinic is through Fund Code 501, Internal Service Fund]

3. Recommendation Concerning Utilization of the First of Two Possible One-Year Renewals, Provided for in the Multiple Award Agreement for Temporary Medical Staffing Services, PD 14-15.067 - Selina Barnes, Interim Director of Corrections

   That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the following Agreements covered by PD 14-15.067:

   A. Agreement For Temporary Medical Staffing Services PD 14-15.067 between Maxim Healthcare Services, Inc., and Escambia County, Florida;

   B. Agreement for Temporary Medical Staffing Services PD 14-15.067 between Nursefinders of Pensacola, LLC, and Escambia County, Florida; and

   C. Agreement for Temporary Medical Staffing Services PD 14-15.067 between Staff Today, Inc., and Escambia County, Florida

   [Funding: Fund 001, General Fund, Cost Center 290402]

4. Recommendation Concerning Utilization of the First of Two Possible One-Year Renewals, Provided for in the Agreement Relating to Inmate Civil Legal Services - Selina Barnes, Interim Director of Corrections

   That the Board approve the utilization of the first of two possible one-year renewal periods, provided for under Section 2 of the Agreement Relating to Civil Legal Services between Northwest Florida Legal Services, Inc., a Florida not-for-profit corporation and Escambia County, Florida. This Agreement covers the provision of power of attorney documents and additional civil legal services for inmates under the jurisdiction of the Escambia County Jail.

   [Funding: Fund 111, Detention/Jail Commissary Fund, Cost Center 290406]

5. Recommendation Concerning the Second Amendment of Agreement for Escambia County Correctional Department Uniforms, PD 13-14.048 - Selina Barnes, Interim Director of Corrections

That the Board approve and authorize the Chairman to execute the Second Amendment of Agreement for Escambia County Correctional Department Uniforms, PD 13-14.048 between Galls, LLC, and Escambia County, Florida. Pursuant to paragraph 5 of the Agreement, Galls, LLC, has requested a price adjustment directly related to increased costs from suppliers and changes in market conditions affecting labor, utility, and shipping costs. The requested price adjustment would result in an estimated annual increase of $1,146.56 for Corrections Department uniforms.

[Funding is available to cover this increased cost in Fund 001,General Fund; Jail Detention Cost Center 290401; Object Code 55201; and Fund 175, Transportation Trust Fund; Care & Custody Cost Center 290202; Object Code 55201]

6. Recommendation Concerning the Volunteer Florida Federal Fiscal Year 2018-2019 Emergency Management Performance Grant Program CERT Application - Michael D. Weaver

That the Board take the following action:

A. Ratify the June 15, 2018, electronic submission of the Volunteer Florida Request for Proposal Notice to Applicants Florida Fiscal Year 2018-2019 Emergency Management Performance Grant Program CERT/Citizen Corps Program/Application for the Escambia County CERT (Community Emergency Response Team) Program; and

B. Ratify the June 15, 2018, electronic signature of Michael D. Weaver, Public Safety Department Director on the Application.

7. Recommendation Concerning the Volunteer Florida Federal Fiscal Year 2018-2019 Emergency Management Performance Grant Program Citizen Corps Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action:

A. Ratify the June 15, 2018, electronic submission of the Volunteer Florida Request for Proposal Notice to Applicants Florida Fiscal Year 2018-2019 Emergency Management Performance Grant Program CERT/Citizen Corps Program/Application for the Escambia County Citizen Corps Program; and

B. Ratify the June 15, 2018, electronic signature of Michael D. Weaver, Public Safety Department Director on the Application.

8. Recommendation Concerning Supplemental Budget Amendment #138 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #138, Escambia Restricted Fund (101), in the amount of $1,750, to recognize the difference between what is budgeted in the current year ($5,000) and the anticipated reimbursements ($6,750) the County will be receiving from the Southeastern States Manhunt Field Trial Teams at the Road Prison, and to appropriate these funds for related operational expenses.

9. Recommendation Concerning Supplemental Budget Amendment #145 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #145, Mass Transit Fund (104) and FTA Capital Projects Fund (320), with a ($0) net increase or decrease overall, to recognize a re-appropriation of Grant revenues from the Federal Transit Administration (FTA) on the 2011 FTA FL90-X759 Grant, and to appropriate these funds to purchase 10 new engines for Gillig buses.

10. Recommendation Concerning Contract Award for State Lobbyist Services for Escambia County, Florida - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida, and Gentry & Associates, LLC, per the terms and conditions of PD 17-18.052, State Lobbyist Services for Escambia County, Florida, and the provided Agreement for an annual fee of $60,000. The fee shall be paid in quarterly installments of $15,000.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

III. For Discussion

1. Recommendation Concerning a Second Renewal of the Lease Agreement between Escambia County and the Perdido Bay Tribe of the Southeastern Lower Muscogee Creek Indians, Inc. - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board consider a second renewal of the Lease Agreement with the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., for the continued operation of a Native American cultural and educational center located at 3300 Beloved Path on County property and, if to be renewed, provide guidance on the duration of the new lease and any modifications to the existing terms.

2. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

   That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

   A. Manna Food Bank, Inc., in the amount of $2,000; and

   B. Alpha Center Inc., in the amount of $2,000.

   Upon approval of these funding allocations the Sheriff’s Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

   [Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Case Brought by Donna Balsan.

   That the Board approve a proposed settlement in the sum of $15,449.00 payable to Donna Balsan in exchange for a complete resolution of all claims for workers' compensation benefits and execution of a general release of all liability.

2. Recommendation Concerning Proposed Settlement Between Escambia County and Equal Employment Opportunity Commission (Administrative Complaint of Amanda Phillips), Case No: 425-2018-00430.

   That the Board take the following action:

   A. Approve the proposed settlement with the Equal Opportunity Commission (EEOC); and

   B. Authorize the County Administrator to execute the proposed agreement with the EEOC, if approved by the Board.

   [THE PROPOSED SETTLEMENT TO BE PROVIDED UNDER SEPARATE COVER.]

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14331 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 07/05/2018
Issue: Adoption of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Jacquita Stokes, an Office Support Assistant in the Administration Division of the Mass Transit Department, on her selection as "Employee of the Month" for July 2018; and

B. The Proclamation recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Employee of the Month Proclamation

2018 Blue Angels Proclamation

P R O C L A M A T I O N

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

***WHEREAS**, Jacquita Stokes, an Office Support Assistant in the Administration Division of the Mass Transit Department, began her employment with the County in April 2014 and is selected for "Employee of the Month" for July 2018, for the standards of excellence that she has displayed in the performance of duties; and*

***WHEREAS**, Ms. Stokes is responsible for greeting all visitors to Escambia County Area Transit (ECAT), selling tickets, helping customers with route information, reconciling customer service ticket sales, assisting clients that need information on paratransit services and issuing Applications. She is the first point of contact on ADA Applications and liaises with the paratransit contractor to help the clients in any way that she can; and*

***WHEREAS**, each year during the Summer Wheels Program the front office is overflowing with families ready to participate in the program. In a typical Summer Wheels season, Ms. Stokes will print upwards of 800 IDs. This super busy season only encourages Ms. Stokes to work even harder. While keeping up with her main duties and with a smile on her face, she entertains numerous children and helps the parents complete the Applications. She treats everyone with respect and courtesy during her efficient processing of Applications and taking photo IDs, allowing the families to be on their way as quickly as possible; and*

***WHEREAS**, Ms. Stokes gets along well with her peers and visitors to ECAT. We recently received an online comment in which a father who brought his son in for the Summer Wheels Program was impressed enough to take the time to thank Ms. Stokes for her service and the example she is setting for all the children she encounters; and*

***WHEREAS**, Ms. Stokes always volunteers whenever the County or ECAT has a campaign to support the community and has been involved with United Way, Kaps for Kids, and Manna Food Drive; and*

***WHEREAS**, during the flood of April 2014, Ms. Stokes was in her first month of hire. The ECAT building was closed, and Customer Service was working from a trolley with no air conditioning. Ms. Stokes had a fantastic attitude, and the situation did not prevent her from providing excellent customer service with a smile.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Jacquita Stokes on her selection as the "Employee of the Month" for July 2018.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman, District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: July 5, 2018

PROCLAMATION

***WHEREAS**, for 72 years the "Blue Angels" have accomplished their mission of enhancing Navy and Marine Corps recruiting efforts and representing the naval service to the United States, its elected leadership, and foreign nations; and*

***WHEREAS**, the United States Navy Flight Demonstration Squadron known as the "Blue Angels" are ambassadors for not only the United States Navy and the United States Marine Corps, but also for Escambia County and the surrounding communities; and*

***WHEREAS**, the "Blue Angels" are stationed at Sherman Field, NAS Pensacola, making the "Blues" Escambia County's own; and*

***WHEREAS**, since inception the "Blue Angels" have performed for more than 495 million fans; and*

***WHEREAS**, the "Blue Angels" are part of the heart of our community and bring their spirit of commitment to Escambia County by providing exemplary service to our community through their numerous activities; and*

***WHEREAS**, the "Blue Angels" embody the spirit of the American people and promote patriotism and goodwill for the United States of America wherever they may fly.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby recognize and commend the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: July 5, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14392 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 07/05/2018
Issue: Adoption/Ratification of Retirement Proclamations
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board take the following action concerning retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Mark W. Chapman, Animal Control Supervisor, Building Services Department, on 30 years of service;

B. Adopt the Proclamation commending and congratulating Anita G. Hemphill, Jail Corrections First Lieutenant, Corrections Department, on 31 years of service;

C. Adopt the Proclamation commending and congratulating Ann R. Miller, Kennel Technician, Building Services Department, on 22 years of service;

D. Ratify the Proclamation, dated May 1, 2018, commending and congratulating Tommie A. Bonner, Storekeeper/Warehouse Technician, Publics Safety Department, on 20 years of service;

E. Ratify the Proclamation, dated May 24, 2018, commending and congratulating Dean C. Harris, Road Corrections Officer, Corrections Department, on 23 years of service;

F. Ratify the Proclamation, dated May 24, 2018, commending and congratulating Linda A. Mobley, Food Services Assistant, Corrections Department, on 18 years of service; and

G. Ratify the Proclamation, dated May 1, 2018, commending and congratulating

Anthony R. Rood, Storekeeper/Warehouse Technician, Public Safety Department, on 14 years of service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Retprocs070518

PROCLAMATION

WHEREAS, *Mark W. Chapman retired as an Animal Control Supervisor with Escambia County Animal Services, after 30 years of service to the animals and residents of Escambia County; and*

WHEREAS, *Mark W. Chapman began his career with Escambia County in June of 1987 and pursued his work consistently and effectively as he progressed in his career with Animal Control. Mark's dedication and skills as an Animal Control Officer allowed him to advance in his career to the position of Animal Control Supervisor; and*

WHEREAS, *throughout his 30 years of service, Mark has been a core contributor to the welfare of animals within our community through his service at Escambia County Animal Control. As such, Mark has served as an example to his peers and the residents of our community, in his employment achievements, with unwavering dedication to the County and its citizens.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Mark W. Chapman on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Mark W. Chapman for 30 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Jeff Bergosh, Chairman, District One

Lumon J. May, District Three

Steven Barry, District Five

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: July 5, 2018

PROCLAMATION

***WHEREAS**, Anita G. Hemphill worked as a County employee very faithfully for 31 years, retiring as a Jail Corrections First Lieutenant with the Corrections Department, Jail Division.*

***WHEREAS**, Anita G. Hemphill began her employment with Escambia County in June 1987 and was an invaluable member of the Corrections team and a true asset to the agency; and*

***WHEREAS**, Anita G. Hemphill has worked to bring kindness and love to the lives of her family and co-workers and has always went above and beyond her call of duty; and*

***WHEREAS**, Anita G. Hemphill must be commended for her professional and personal dedication and service to the Corrections Department; and*

***WHEREAS**, Anita G. Hemphill will be deeply missed by her friends and colleagues and her leadership skills were stellar.*

***NOW, THEREFORE BE IT PROCLAIMED** that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Anita G. Hemphill on her retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Anita G. Hemphill for 31 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Jeff Bergosh, Chairman, District One

Lumon J. May, District Three

Steven Barry, District Five

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: July 5, 2018

PROCLAMATION

WHEREAS, *Ann R. Miller retired as a Kennel Technician with Escambia County Animal Services, after 22 years of service to the animals and residents of Escambia County; and*

WHEREAS, *Ann began her career with Escambia County in May of 1995 and pursued her work consistently and effectively in an industry that has dramatically changed over the course of her career. Her adaptability has allowed her to prosper through changes in location, leadership, co-workers, and the public views toward animal welfare; and*

WHEREAS, *throughout her 22 years of service, Ann has also been an integral link to the welfare of animals within our community through her service at the Escambia County Animal Shelter. As such, Ann has served as an example to her peers, and the residents of our community, in her employment achievements, with unwavering dedication to the County and its citizens. Being the veteran staff member, she helped many newer and younger staff members acclimate to the animal shelter culture using her trademark fiery personality that she always paired with her motherly love.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Ann R. Miller on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Ann R. Miller for 22 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Jeff Bergosh, Chairman, District One

Lumon J. May, District Three

Steven Barry, District Five

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: July 5, 2018

PROCLAMATION

WHEREAS, *Tommie Ann Bonner worked as a County employee very faithfully for 20 years serving the citizens of Escambia County, within the Public Safety Department; and*

WHEREAS, *Tommie began her career with Escambia County on June 5, 1998, as a Storekeeper/Warehouse Technician, in the Emergency Medical Services Division; and*

WHEREAS, *throughout her career, Tommie consistently demonstrated a strong commitment to the Department and its mission; and*

WHEREAS, *Tommie worked during numerous emergency activations, as well as, other local disasters affecting the citizens of Escambia County; and*

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

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Tommie Ann Bonner on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Tommie Ann Bonner for 20 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman, District Three

Douglas Underhill, Chairman, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Dated: May 1, 2018

PROCLAMATION

WHEREAS, *Dean C. Harris has served Escambia County within the Road Department and Road Prison Divisions for 23 years, retiring as a Road Corrections Officer; and*

WHEREAS, *Dean C. Harris has been a valued member of the Escambia County team since August of 1995 when he accepted an Equipment Operator position with the Road Department, working his way from entry level Operator to Equipment Operator III within 4 years; and*

WHEREAS, *Dean C. Harris attended the Corrections Academy in 1998 and subsequently transferred his employment to the Road Prison in January of 1999; and*

WHEREAS, *Dean C. Harris was assigned to Internal Security as a Corrections Officer for a short period before promoting to Road Corrections Officer for 19 years until his retirement in 2018; and*

WHEREAS, *Dean C. Harris must be commended for his service to the Escambia County Road Department and the Road Prison; and*

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

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Dean C. Harris for his 23 years of dedicated service to Escambia County.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman, District Three

Douglas Underhill, Chairman, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
SEAL
ESCAMBIA CO., FL

Dated: May 24, 2018

PROCLAMATION

WHEREAS, *Linda A. Mobley has served the Corrections Department at the Jail and Road Prison Divisions of Escambia County for 18 years, retiring from the Road Prison Food Service Section; and*

WHEREAS, *Linda A. Mobley has been a valued member of the Escambia County team since October of 2000 when she accepted a position in Food Service within the Jail Division, working in the Jail for 4 years; and*

WHEREAS, *Linda A. Mobley transferred her employment to the Road Prison Division in August of 2004 where she worked as a Food Service Assistant for 14 years until her retirement in 2018; and*

WHEREAS, *Linda A. Mobley must be commended for her service to the Escambia County Jail and the Road Prison Corrections Food Service Sections; and*

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

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Linda A. Mobley for her 18 years of dedicated service to Escambia County.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman, District Three

Douglas Underhill, Chairman, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Dated: May 24, 2018

PROCLAMATION

***WHEREAS**, Anthony R. Rood, worked as a County employee very faithfully for 14 years serving the citizens of Escambia County; and*

***WHEREAS**, Anthony began his career with Escambia County on January 23, 2004, as a Storekeeper/Warehouse Technician, with the Public Safety Department, Emergency Medical Services Division; and*

***WHEREAS**, Anthony served in this position meticulously, demonstrating a strong commitment to the Department and its mission; and*

***WHEREAS**, Anthony worked tirelessly during several emergency activations, as well as, other local disasters affecting the citizens of Escambia County.*

***NOW, THEREFORE BE IT PROCLAIMED** that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Anthony R. Rood on his retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Anthony R. Rood for 14 years of dedicated and faithful service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman, District Three

Douglas Underhill, Chairman, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Dated: May 1, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14393 **Written Communication 8. A.**
BCC Regular Meeting
Meeting Date: 07/05/2018
Issue: Written Communication Concerning 1412 North Green Street
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

May 22, 2018, communication from Tina R. Welch requesting Lien relief for the State Housing Initiatives Partnership (SHIP) Program Lien for property located at 1412 North Green Street.

BACKGROUND:

On November 20, 2009 Ruth Welch-Carter received housing repair assistance under the SHIP program for $15,000, which was filed as a five year lien against the property (Exhibit I). The lien terms specific that if "the property is sold, ownership is transferred to another party or parties, or the property is converted to rental occupancy during the five (5) year period, I do hereby agree that I or my heir(s) will repay to the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Trust fund, the undrepreciated portion of the total lien amount cited above."

In 2011, during the five year lien period, Mrs. Welch-Carter added one daughter's name on the deed to the property and removed the other due to one daughter going through a bankruptcy (Exhibit II). Her name was on the deed the entire duration of the five year lien period. Ms. Welch-Carter maintained homestead exemption and resided in the property until her death in October 2014, one month before the lien would have expired.

Her daughter, Tina Welch, submitted a written communication (Exhibit III) requesting that the Board consider that the lien be released at this time due to the circumstances surrounding the transfer and considering that Mrs. Welch-Carter resided in the property and met all other program requirements during the five year lien period.

BUDGETARY IMPACT:

A release of lien will not have any budgetary impact on the SHIP Program. If the lien is required to be paid off, then the payoff amount is $10,769.47 (Exhibit IV), which is dated from the time the lien was executed to the deed transfer, with would be repaid to the SHIP Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Any variance from SHIP lien/mortgage policy must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

If lien relief is granted, Neighborhood Enterprise Division will record a Cancellation of Lien to be filed in the public records. If lien relief is not granted, then no further action will be taken.

Attachments

Ex I-Welch-Carter SHIP Lien
Ex II-Welch Deed Transfer
Ex III-Welch Written Communication
Ex IV-Lien Payoff Memo

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orded in Public Recor 01/13/2010 at 10:58 AM OR : 6549 Page 1374,
nstrument #2010002257, rnie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording $10.00

EXHIBIT I

ESCAMBIA/PENSACOLA STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

Implemented By:
West Florida Regional Planning Council
P.O. Box 11399
Pensacola, Florida 32524-1399
Phone: (850) 332-7976
FAX: (850) 637-1923

LIEN AGREEMENT

Applicant Name(s)	Address of Property	Date of Sale or Vacate
Ruth G. Welch-Carter & Willie Carter, Sr.	**1412 N. Green Street Pensacola, FL 32505**	

Legal Description of Property:

Lots 20 & 21, LESS the North 60 feet thereof, Block 8, West Highlands, being a portion of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 1 at page 74, of the public records of said county. LESS any portion thereof that lies within the existing right of way for Green Street.

Parcel ID# 33-2S-30-1300-020-008

Total Amount of Lien
$15,000.00

(xx) Deferred Payment Grant

Total Amount Due to Date

Book: 1252
Page: 999
Tract: 20

I, the undersigned, owner occupant of said property do hereby agree that I will continue to occupy and maintain the rehabilitated housing unit for at least a five (5) year period from the **20th day of November, 2009.** I will not sell, transfer ownership, or rent the property to any other person or persons during this five (5) year period. The lien will depreciate at the rate of twenty percent (20%) per year for a period of five (5) years. I understand that this lien will not be subordinated under any circumstances.

If the property is sold, ownership is transferred to another party or parties, or the property is converted to rental occupancy during the five (5) year period, I do hereby agree that I or my heir(s) will repay to the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Trust Fund, the undepreciated portion of the total lien amount cited above. If the property is sold, the undepreciated portion shall be paid lump sum from the proceeds of the sale. If the property is rented or transferred to another party, the undepreciated portion shall be considered a loan and a repayment plan will be established. The undepreciated portion to be repaid shall be calculated on a daily rate, based upon the number of days remaining in the five (5) year period, from the date of sale, rental or transfer of said property.

This lien will expire and automatically cancel on the 20th day of November, 2014.

November 20, 2009
Date

Signature: Ruth W Carter
Type/Print Name: **Ruth G. Welch-Carter**

Willie Carter Sr
Willie Carter, Sr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of November, 2009, by Ruth G. Welch-Carter & Willie Carter, Sr., who produced Florida Drivers License as identification and who did take an oath.

KATHLEEN AHLEN
Notary Pu ate of Florida
My Commis expires May 29, 2010
COMM # DD 557128

Kathleen Ahlen
Notary Public - State of Florida

This Instrument Prepared by The West Florida Regional Planning Council, P.O. Box 11399, Pensacola, FL 32524-1399, Phone: (850) 332-7976, as Agent for Escambia County, Florida.

Recorded in Public Records 04/18/2011 at 01:49 PM OR Book 6711 Page 411, Instrument #2011025444, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $0.70

EXHIBIT II

CORRECTIVE WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS WARRANTY DEED made the 18th day of APRIL 2011, by and between RUTH WELCH-CARTER(Formerly Ruth G. Welch), EASTER R. WELCH, hereinafter called the Grantors, to RUTH WELCH-CARTER, TINA R. WELCH, As Joint Tenants with Rights of Survivorship, hereinafter called the Grantees,

WITNESSETH

That the Grantors, for and in consideration of the sum of TEN DOLLARS($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto the Grantees all that certain land situate in Escambia County, State of Florida, to wit:

LOT 20,21 LESS N 60 FEET BLOCK 8, West Highlands Subdivision, described according to plat of said subdivision of record in Plat Book 1, Page 74 of the public records of Escambia County, Florida. CA 148

Parcel ID# 33-2S-30-1300-020-008

This Deed is being recorded to correct the legal description and Grantees' Title, as recorded on that certain deed, OR 6690 PG 155, in Escambia County, FL.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantors hereby covenant with the Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors fully warrant the title to said land and will defend the same against the lawful claim of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence

Diane Jackson
DIANE JACKSON

Chavela R. Brown
CHAVELA R. BROWN

Ruth G. Welch
Ruth Welch Carter
RUTH WELCH-CARTER

Easter R. Welch
EASTER R. WELCH

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of APRIL 2011, by Ruth Welch-Carter, who produced identification of FL D/L, and Easter R. Welch, who produced identification of FL D/L and did not take an oath.

Prepared By:
Ruth Welch-Carter
1412 N. Green Street

Chavela R. Brown
Notary Public

CHAVELA R. BROWN
NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION # DD 998129
MY COMMISSION EXPIRES AUGUST 6, 2014

EXHIBIT III

May 22, 2018



To Whom It May Concern:

My name is Tina R. Welch. This Letter is in response to the Lien agreement of my mother Ruth G. Welch–Carter and my stepfather Willie Carter Sr. and the Ship Program. My mother applied for your program in November 2009 and in April 2011 is when she changed the deed from Ruth W. Carter and Easter R. Welch to Ruth W. Carter and Tina R. Welch she always remained on the deed and would have never changed it but due to a hardship of her daughter Easter going thru a bankruptcy. Easter R. Welch did not want her mother to have any financial stress on her behalf.

Having one of her daughters on the property was always important to her for a smooth transition whenever she passed away. The home was purchased September 1978 by Ruth and Curvie Welch, Sr. and he died October 25, 1986 at the age of 56 with Pancreatic Cancer and upon his death the home was paid in full, and never had a mortgage again my mother would have never taken the above action to cause this lien if she had the full understanding to not change the deed if she realized the circumstances of substituting one daughters name for the other would have caused this type of dilemma.

She remained in the home until her death, October 14, 2014, not knowing that there was a problem and our stepfather Willie Carter, Sr still remains there. It has been eight years and six months since the original contract and I am pleading with you to consider this a **Paid in Full** contract.

Sincerely;

Tina R. Welch

850 723 2270

Board of County Commissioners • Escambia County, Florida

EXHIBIT IV

Tonya R. Gant, Director
Neighborhood & Human Services

Meredith Reeves, Division Manager
Neighborhood Enterprise Division

May 23, 2018

Emerald Coast Title, Inc.
Attention: Sarah
811 N. Spring Street
Pensacola, Florida 32501

Re: Lien Payoff – Ruth G. Welch-Carter & Willie Carter, Sr.
1412 N. Green Street, Pensacola, FL 32505

Dear Sarah:

Per your request, the payoff amount of the lien recorded in OR Book 6549 at Page 1374 is **$10,769.47**.

Payoff check must be made payable to **Escambia County SHIP Affordable Housing Trust Fund**. Please mail or hand deliver payoff check to:

Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Attention: Allison Wheelis

Should you have questions or require any additional information, please contact me at 595-0022 ext. 2.

Sincerely,

Derrick Williams
Escambia County
Neighborhood Enterprise Division

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14386 **Written Communication 8. B.**

BCC Regular Meeting

Meeting Date: 07/05/2018

Issue: June 21, 2018 communication from Vince L. Childers requesting lien relief for property located at 3806 Moreno Street

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

June 21, 2018, communication from Vince L. Childers requesting Lien relief for property located at 3806 Moreno Street.

Recommendation: That the Board review and consider the Lien relief request made by Vince L. Childers, one of the owners of the property, relative to a property at 3806 Moreno Street.

Mr. Childer's brought this request to the Gary Sansing Public Forum on June 21, 2018. The Board directed the County Attorney to bring this request forward for review and consideration by the Board during Written Communication on July 5, 2018.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers will brief the Board at its July 5, 2018 meeting.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14348 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 07/05/2018
Issue: 5:31 p.m. Public Hearing - Vacate the Eastern Portion of Kersey Road
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the vacation of the eastern portion of Kersey Road, on the Board's own motion.

Recommendation: That the Board take the following action concerning the vacation of the eastern portion of Kersey Road, on the Board's own motion:

A. Approve the vacation of the unopened and unmaintained right-of-way portion of Kersey Road;

B. Adopt the Resolution to Vacate; and

C. 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.

This property is located in Commission District 1.

BACKGROUND:

Escambia County maintains a portion of Kersey Road from Reeders Lane to Pine Forest Road (approximately 1,010 feet.) However, a portion of Kersey Road, which has never been maintained by Escambia County, is unopened and extends from Interstate Court westward for approximately .40 - .50 miles to the area of the intersection Reeders Lane with the paved portion of Kersey Road. Joel and Mary Jane Havener are property owners who have access to the unopened portion of Kersey Road.

According to a lawsuit filed by them, the Haveners purchased real property located at 2201 Kersey Road on or about February 16, 2012, contending that they were given inaccurate information by their seller, their title company, and various real estate agents as to the status of the unopened, private section of Kersey Road. In their suit filed in Escambia County, they allege that the foregoing parties negligently provided them information that Kersey Road was county-maintained, inducing them to buy this real property.

However, Escambia County had no participation in this purchase and made no representations to the Haveners other than posting on its website the information that the portion of Kersey Road from Reeders Lane to Pine Forest Road was county-maintained. The portion of Kersey Road, which has never been maintained by Escambia County, is unopened and extends from Interstate Court westward to Reeders Lane.

The purpose of this Request to Vacate is to confirm, by Board action, what has already been established through county policy - that the portion of Kersey Road which abuts the Haveners' property is an unopened right-of-way and has never been county-maintained. There are no encroachment issues involved with this request. The request has been reviewed by staff and there are no objections. Gulf Power and ECUA have requested to retain a utility easement.

Per Board action on January 18, 2018, Agenda Item 13519 on the County Attorney's Report, the Board approved a mail-out radius of 500 feet for notification purposes.

BUDGETARY IMPACT:

Funding for legal advertisements and document recordings is available in Fund 175 "Transportation Trust Fund," Cost Center 211602, Object Code 54901. This funding source will cover all costs associated with the Request to Vacate.

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney Charles V. Peppler is representing Escambia County in the litigation brought by the Haveners.

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 county staff to have the documents recorded in the public record and to advertise the required public notifications.

Attachments

Kersey Road Resolution
Kersey Road Notice of Adoption
Certification of Property Owners
Aerial Map
Notification Map
BCC Minutes 1/18/18
BCC Minutes 3/15/18 Public Hearing - Dropped
BCC Minutes 6/7/18 Public Hearing - Dropped

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, the Board of County Commissioners of Escambia County, Florida, on the Board's Own Motion and pursuant to Section 336.10, Florida Statutes and Vacation Policy – Section III (A) of the Board of County Commissioners Policy Manual, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

A parcel of land lying in Section 13, Township 1 South, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Plat recorded by the National Land Sales Company in Deed Book 104, Page 400, in the public records of said Escambia County, Florida, and being more particularly described as follows:

Begin at the southwest corner of Lot 30 in said National Land Sales Plat; thence N90°00'00"E coincident with the south line of Lots 30, 31, 32, 33,34, and 35 in said National Land Sales Plat for a distance of 2624.36 feet to the west right of way line of Interstate Court, which is also the southeast corner of said Lot 35; thence S00°00'00"E coincident with said west right of way line for a distance of 30.00 feet to the northeast comer of Lot 36 in said National Land Sales Plat; thence S90°00'00"W coincident with the north line of Lots 36, 38, 39 and 40 in said National Land Sales Plat for a distance of 2810.97 feet to the intersection of the southerly extension of the easterly right of way line of Reeders Lane (66'R/W) and the north line of said lot 40; thence N00°00'00" W along the said southerly extension of the easterly right of way line of Reeders Lane for a distance of 30.00 feet to the south line of lot 29 in said National Land Sales Plat; thence N90°00'00"E for a distance of 186.61 feet to the southwest corner of Lot 30 and the Point of Beginning.

Said parcel contains 1.94 acres, more or less.

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, the Board of County Commissioners, have caused to be published on May 17, 2018, 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 5:31 p.m. on Thursday, June 7, 2018 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;

A parcel of land lying in Section 13, Township 1 South, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Plat recorded by the National Land Sales Company in Deed Book 104, Page 400, in the public records of said Escambia County, Florida, and being more particularly described as follows:

Begin at the southwest corner of Lot 30 in said National Land Sales Plat; thence N90°00'00"E coincident with the south line of Lots 30, 31, 32, 33,34, and 35 in said National Land Sales Plat for a distance of 2624.36 feet to the west right of way line of Interstate Court, which is also the southeast corner of said Lot 35; thence S00°00'00"E coincident with said west right of way line for a distance of 30.00 feet to the northeast comer of Lot 36 in said National Land Sales Plat; thence S90°00'00"W coincident with the north line of Lots 36, 38, 39 and 40 in said National Land Sales Plat for a distance of 2810.97 feet to the intersection of the southerly extension of the easterly right of way line of Reeders Lane (66'R/W) and the north line of said lot 40; thence N00°00'00" W along the said southerly extension of the easterly right of way line of Reeders Lane for a distance of 30.00 feet to the south line of lot 29 in said National Land Sales Plat; thence N90°00'00"E for a distance of 186.61 feet to the southwest corner of Lot 30 and the Point of Beginning.

Said parcel contains 1.94 acres, more or less.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the above-described vacated area remaining subject to a utility easement in favor of Emerald Coast Utilities Authority and Gulf Power.

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_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS 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.

NOTICE IS HEREBY GIVEN that on June 7, A.D., 2018, 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:

A parcel of land lying in Section 13, Township 1 South, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Plat recorded by the National Land Sales Company in Deed Book 104, Page 400, in the public records of said Escambia County, Florida, and being more particularly described as follows:

Begin at the southwest corner of Lot 30 in said National Land Sales Plat; thence N90°00'00"E coincident with the south line of Lots 30, 31, 32, 33,34, and 35 in said National Land Sales Plat for a distance of 2624.36 feet to the west right of way line of Interstate Court, which is also the southeast corner of said Lot 35; thence S00°00'00"E coincident with said west right of way line for a distance of 30.00 feet to the northeast comer of Lot 36 in said National Land Sales Plat; thence S90°00'00"W coincident with the north line of Lots 36, 38, 39 and 40 in said National Land Sales Plat for a distance of 2810.97 feet to the intersection of the southerly extension of the easterly right of way line of Reeders Lane (66'R/W) and the north line of said lot 40; thence N00°00'00" W along the said southerly extension of the easterly right of way line of Reeders Lane for a distance of 30.00 feet to the south line of lot 29 in said National Land Sales Plat; thence N90°00'00"E for a distance of 186.61 feet to the southwest corner of Lot 30 and the Point of Beginning.

Said parcel contains 1.94 acres, more or less.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this 7th day of June, A.D., 2018.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned does 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 5/17/18.

Kara Johnson, Property Acquisition Coordinator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Kara Johnson who is 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 _____ executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 22 day of May, A.D., 2018.

Notary Public

Stacey S. Ward
Print or type name

STACEY S. WARD
Notary Public - State of Florida
Commission # GG 188816
My Commission Expires
April 7, 2022

Commission Number:
Commission Expires:

****
*
*, * *

CARTWRIGHT WAYNE E &
1965 TILLMAN LN
PENSACOLA, FL 32526

MELENDEZ PATRICIA C LIFE EST
7945 REEDERS LN
PENSACOLA, FL 32526

J & M PROPERTIES OF NW FL LLC
425 MCKINNON LN
PENSACOLA, FL 32534

JOHNSON BRENDA L
7917 REEDERS LN
PENSACOLA, FL 32526

RADFORD LINDA R
7940 REEDERS LN
PENSACOLA, FL 32526

BROOKS TIMOTHY A &
5911 FOSTER ST
PENSACOLA, FL 32526

PAYNE HAROLD & BARBARA
7915 REEDERS LN
PENSACOLA, FL 32526

BROOKS LAURA MOORE
5911 FOSTER ST
PENSACOLA, FL 32526

PRICE LOUISE &
7913 REEDERS LN
PENSACOLA, FL 32526

TITTLE SYBIL A
7830 PINE FOREST RD APT F11
PENSACOLA, FL 32526

MCCALLISTER GORDON
2430 KERSEY RD
PENSACOLA, FL 32526

MATHEWS ROGER G
2155 INTERSTATE CIR
PENSACOLA, FL 32526

MEADOWS RANDY E & VICTORIA A
2085 INTERSTATE CIR
PENSACOLA, FL 32526

PFEIFFER LUCRETIA ELISE
2079 INTERSTATE CIR
PENSACOLA, FL 32526

WHITE VINCENT S
2075 INTERSTATE CIR
PENSACOLA, FL 32526

STONE SHARILYNN 1/4 INT
936 PINELLAS BAYWAY S PH 21
TIERRA VERDE, FL 33715

JOINER CLIFFORD E &
1911 W DETROIT BLVD
PENSACOLA, FL 32534

CITY OF REFUGE BIBLE CENTER INC
PO BOX 7532
PENSACOLA, FL 32534

HAVENER JOEL &
2201 KERSEY RD
PENSACOLA, FL 32526

SALGADO VICTOR J &
7910 REEDERS LN
PENSACOLA, FL 32526

SWIERS JACK W & STACY D
7905 STALLWORTH LN
PENSACOLA, FL 32526

WHEELER KAYLA
7901 BLK REEDERS LN
PENSACOLA, FL 32526

BERKLEY DONNA J
7901 STALLWORTH LN
PENSACOLA, FL 32526

SCULLY DENNIS L & INA V
7900 REEDERS LN
PENSACOLA, FL 32526

TITTLE WILLIAM GARY &
2493 PINE FOREST ROAD
PENSACOLA, FL 32526

WATKINS MARSHALL S &
2475 KERSEY RD
PENSACOLA, FL 32526

COBB JOHN WM &
11441 CLEAR CREEK DR
PENSACOLA, FL 32514

DAVIS WILLARD L & MAMIE L
2455 KERSEY RD
PENSACOLA, FL 32526

SUKHERA IRFAN H TRUSTEE FOR
535 SHILOH DR
PENSACOLA, FL 32503

ESTY JOHN C
2454 KERSEY RD
PENSACOLA, FL 32526

PENSACOLA NORTH RV RESORT INC
730 BAYFRONT PKWY
PENSACOLA, FL 32502

WELCH ASHLEY NICOLE
7840 PATTERSON ST
PENSACOLA, FL 32526

ALLEN JIM
7830 STALLWORTH LN
PENSACOLA, FL 32526

COBB CAROLYN A
11441 CLEAR CREEK DR
PENSACOLA, FL 32514

CALVERT BARBARA B
4691 OAKLAND DR
PENSACOLA, FL 32526

PEADEN ALEX M EST OF
7457 KERSEY DR
PENSACOLA, FL 32526

COPELAND CARLENE
3193 BARGE ISLAND ROAD
BENTON, KY 42025

WILLIS DUERWOOD A II &
7821 PATTERSON ST
PENSACOLA, FL 32526

CALVERT BARBARA B 1/4 INT &
4691 OAKLAND DR
PENSACOLA, FL 32526

SERRANO CONRADO D
2203 N 61ST AVE
PENSACOLA, FL 32506

DEVEER WILHELM O
7800 PATTERSON ST
PENSACOLA, FL 32526

CRAWFORD LUTHER T LIFE EST &
1987 INTERSTATE CIR
PENSACOLA, FL 32526

NETTLES LOUIS L &
2368 AMELIA LN
PENSACOLA, FL 32526

WOODSON STEPHEN A & DANA R
7800 STALLWORTH LN
PENSACOLA, FL 32526

SUNDY RONALD D &
7879 INTERSTATE CT
PENSACOLA, FL 32526

KADER MAHER A
8871 SPIDER LILLY WAY
PENSACOLA, FL 32526

HARPER CHARLES L & KATHLEEN A
2059 INTERSTATE CIR
PENSACOLA, FL 32526

HAVENER JOEL &
220 KERSEY RD
PENSACOLA, FL 32526

FOWLER RONALD S
12 THE FAIRWAY DR
WOODSTOCK, GA 30188

ESCAMBIA GULF COAST PITS LLC
PO BOX 1431
PENSACOLA, FL 32591

ROBINSON HORATIO L
150 SOUTHFORK DR
MACON, GA 31220

BERGET RONALD B &
1983 INTERSTATE CIR
PENSACOLA, FL 32526

BOWERS KELLE JO &
1977 INTERSTATE CIR
PENSACOLA, FL 32526

CRAWFORD BRIAN D
1987 INTERSTATE CIR
PENSACOLA, FL 32526

CRAWFORD JOHN T
3939 COUNTY RD 315A
GREEN COVE SPRINGS, FL 32043-8540

WARD PAUL K SR TRUSTEE FOR
7808 HOMESTEAD CIR
PENSACOLA, FL 32526

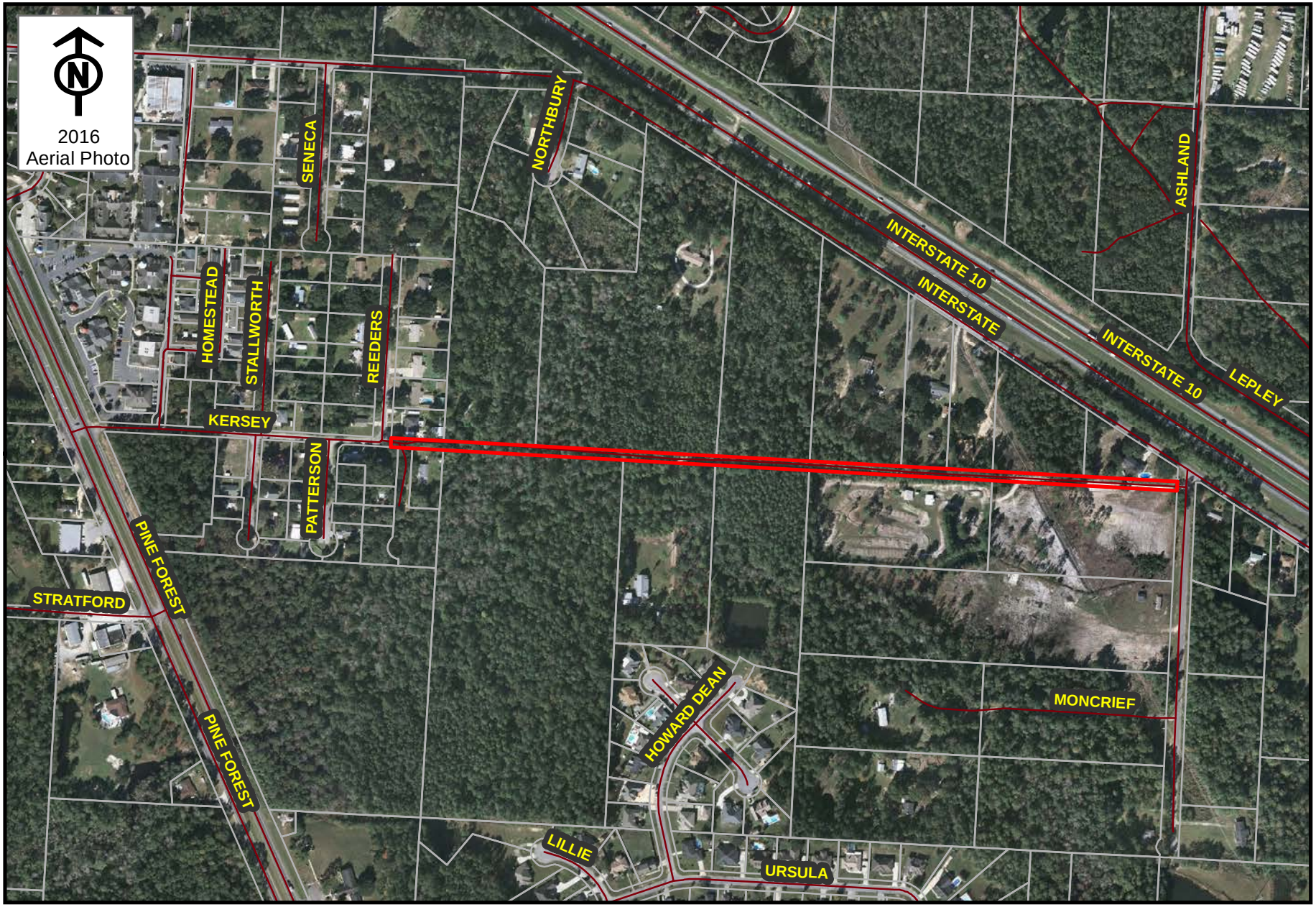
HULSLANDER DANIEL L &
7911 STALLWORTH LN
PENSACOLA, FL 32526

STEWART LAUREN
876 LINCOLN HILL ROAD
SHREWSBURG, VT 05738

MECO PROPERTIES INC
2172 W 9 1/2 MILE RD # 119
PENSACOLA, FL 32534

HUMANE SOCIETY OF PENSACOLA INC
5 N Q ST
PENSACOLA, FL 32505

Kersey Road

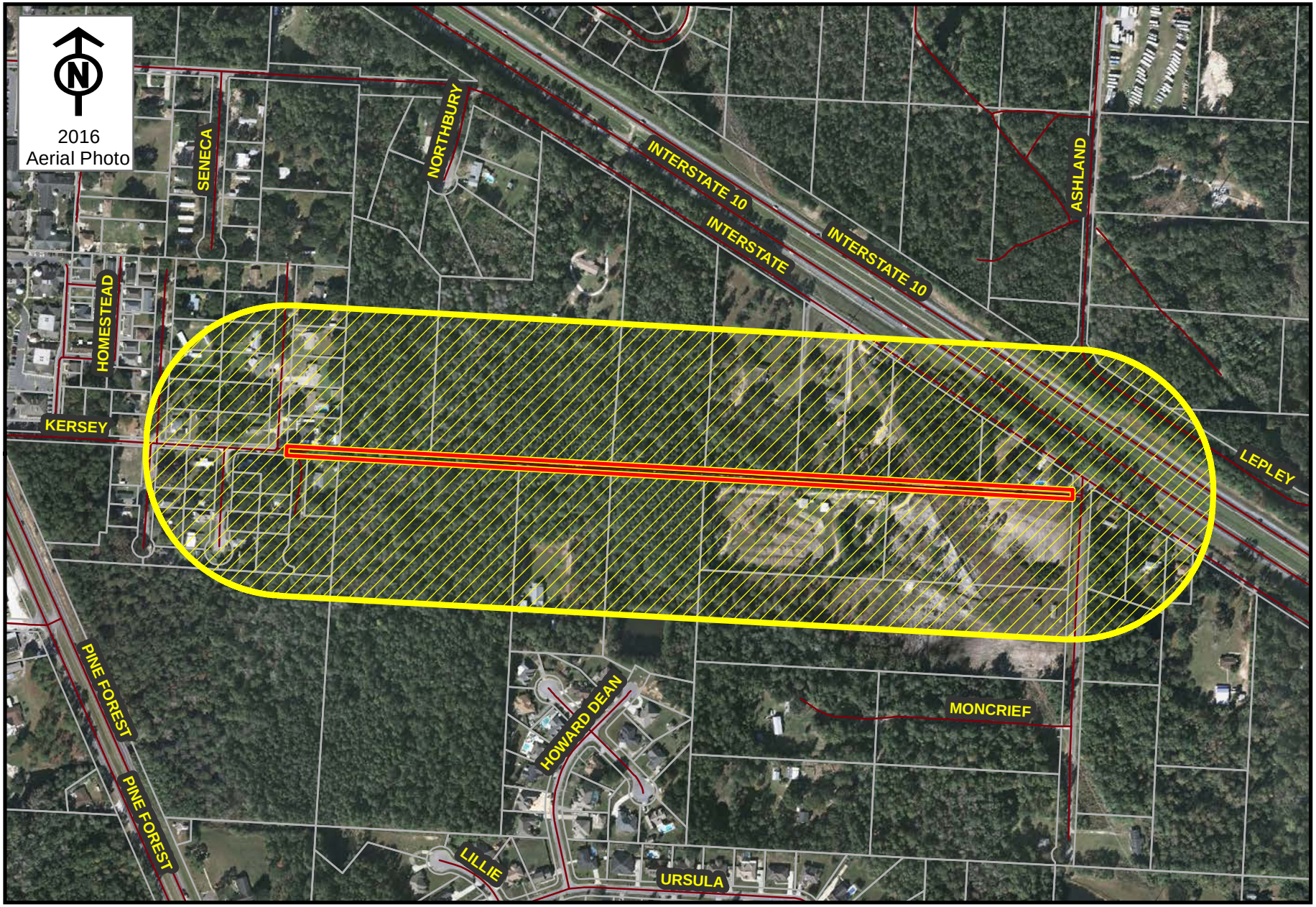


ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 4/18/18 DISTRICT 1

Portion to be Vacated

Kersey Road



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 4/18/18 DISTRICT 1

Portion to be Vacated

500' Radius

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION – Continued

2. Recommendation: That the Board take the following action concerning the vacation of the unopened right-of-way portion of Kersey Road, on the Board's own motion:

   A. Direct the Department of Public Works to Schedule a Public Hearing to consider the vacation of the unopened right-of-way portion of Kersey Road; and

   B. Authorize the expenditure of funds for all costs associated with this vacation.

   Approved 4-0, with Commissioner Robinson having left the meeting

III. FOR INFORMATION

1. Recommendation: That the Board accept the informational report [as provided] concerning Beach Club Towers Home Owners' Association v. Chris Jones, Property Appraiser and Scott Lunsford, Tax Collector, et al., Case No. 2015 CA 002021, and Portofino Tower Three Homeowners' Association v. Chris Jones, Property Appraiser and Scott Lunsford, Tax Collector, et al., Case No. 2015 CA 002017.

   No action taken

VERBAL ITEM ADDED TO THE AGENDA – COMMISSIONER STEVEN BARRY

1. Recommendation: That the Board waive the permit and inspection fees going back to Tuesday the 16th through the end of January.

   Approved 4-0, with Commissioner Robinson having left the meeting

   For Information: On January 4, 2018, the Board approved the waiver of permitting and inspection fees for plumbing permits obtained for repairs resulting from damage caused by the recent hard freeze, for fourteen (14) days, beginning January 1, 2018, and ending at close of business on January 14, 2018 (Commissioner Barry's Add-on Item Number 2).

ANNOUNCEMENTS – None.

ADJOURNMENT – Chairman Bergosh declared the Meeting adjourned at 7:52 p.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13519 **County Attorney's Report 11. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/18/2018
Issue: Direct Department of Public Works to Schedule a Public Hearing to Consider the Vacation of Unopened Right-of-Way Portion of Kersey Road
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Directing Department of Public Works to Schedule a Public Hearing to Consider the Vacation of the Unopened Right-of-Way Portion of Kersey Road, on the Board's Own Motion.

That the Board take the following action concerning the vacation of the unopened right-of-way portion of Kersey Road on the Board's own motion:

A. Direct the Department of Public Works to Schedule a Public Hearing to consider the vacation of the unopened right-of-way portion of Kersey Road; and

B. Authorize the expenditure of funds for all costs associated with this vacation.

BACKGROUND:

The County maintains a portion of Kersey Road from Reeders Lane to Pine Forest Road in the approximate length of 1,010 feet. However, a portion of Kersey Road is unopened and extends from Interstate Court westward for approximately .40 miles. This unopened portion of Kersey Road has never been maintained by Escambia County. Joel and Mary Jane Havener are property owners who have access to the unopened portion of Kersey Road.

According to a lawsuit filed by them, the Haveners purchased real property located at 2201 Kersey Road on or about February 16, 2012, contending that they were given inaccurate information by their seller, their title company and various real estate agents as to the status of the unopened, private section of Kersey Road. In their suit filed in Escambia County Circuit Court, they allege that the foregoing

parties negligently provided them information that Kersey Road was County-maintained inducing them to buy this real property.

However, the County had no participation in this purchase and made no representations to the Haveners other than posting on its website that a portion of Kersey Road was County-maintained from Reeders Lane to Pine Forest Road.

The purpose of this vacation is to confirm by Board action what has already been established through County policy that the portion of Kersey Road which abuts the Haveners' property is an unopened right-of-way and has never been County-maintained. There are no encroachment issues involved with this vacation request. Staff will be asked to review the request and make their recommendation to go forward with the vacation.

According to County policy, surrounding property owners within a 500 foot radius will be notified of the vacation.

BUDGETARY IMPACT:

Funds for legal advertisements and document recordings are available in [Funding source: 175 "Transportation Trust Fund" Cost Center 211602, Object Code 54901].

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney, Charles V. Peppler is representing the County in the litigation brought by the Haveners.

PERSONNEL:

All work associated with this request is being performed in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and the Public in and to Said Lands Policy for Closing, Vacating and Abandoning County Owned Property - Section III and Chapter 336, Fla. Stat.

IMPLEMENTATION/COORDINATION:

Once a Public Hearing has been scheduled, the date and time will be advertised, and all owners of property within 500 feet will be notified. It will be the responsibility of County staff to place the advertisement and notify property owners.

Attachments

Map - East Kersey Road Vacation

East Kersey Road Vacation



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 9/22/16 DISTRICT 1

Area to be vacated via Boards Own Motion

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

REGULAR BCC AGENDA – Continued

9. 5:31 p.m. Public Hearing 

   Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, dropping, until there is a better understanding, the 5:31 p.m. Public Hearing for consideration of the vacation of the eastern portion of Kersey Road on the Board's own motion.

   Speaker(s):

   Gordon McAllister

10. 5:33 p.m. Public Hearing 

    Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following action regarding a Petition to Vacate a portion of a subdivision:

    A. Approving Petition to Vacate a portion of Huntington Creek First Addition Plat, a subdivision recorded in Plat Book 19, Pages 34 and 34A, as petitioned by Clearwater 102, LLC;

    B. Accepting the Hold Harmless Agreement;

    C. Adopting the Resolution [R2018-22] to Vacate; and

    D. Authorizing 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 authorizing the Chairman of Vice Chairman to execute them at that time.

    Speaker(s):

    Fred Thompson

REGULAR BCC AGENDA – Continued

9. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the vacation of the eastern portion of Kersey Road, on the Board's own motion; this property is located in Commission District 1:

   A. Approve or deny the vacation of the unopened and unmaintained right-of-way portion of Kersey Road;

   B. Adopt the Resolution to Vacate; and

   C. 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.

   Approved 5-0 to drop the hearing and schedule it for July 5, 2018, at 5:31 p.m.

   Speaker(s):

   Gordon McCallister
   Wanda McCallister
   Mary Jane Havener

10. Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of “X” Street and a portion of West Strong Street; these properties are located in Commission District 3:

    5:32-A p.m. Public Hearing for consideration of the vacation of a portion of “X” Street, as petitioned by Brownsville Assembly of God:

    A. Approve or deny the vacation of a portion of “X” Street (51’ right-of-way, approximately 15,555 square feet), as petitioned by Brownsville Assembly of God;

    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.

    (Continued on Page 6)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14324 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 07/05/2018
Issue: 5:32 p.m. Public Hearing - Vacation of a Portion of "X" Street
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the vacation of a portion of "X" Street, as petitioned by Brownsville Assembly of God.

Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of "X" Street, as petitioned by Brownsville Assembly of God:

A. Approve or deny the vacation of a portion of "X" Street (51' right-of-way, approximately 15,555 square feet), as petitioned by Brownsville Assembly of God;

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.

This request to vacate area is located in Commission District 3.

BACKGROUND:

The Petitioner, Evon G. Horton, as Chairman for Brownsville Assembly of God, is requesting that the Board of County Commissioners vacate any interest in the described portion of "X" Street (51' right-of-way) lying between West DeSoto Street and West Gonzales Street.

Per the Petitioner's agent, Alan B. Bookman, the Florida Housing Board has approved construction of an affordable senior housing residence on the two pieces

of property, owned by Brownsville Assembly of God, adjacent to the area mentioned in the Petition to Vacate. The residence would be built on one side of the existing "X" Street with parking on the other. The Vacation would allow for safe crossing areas for the senior residents. However, without approval of this Request to Vacate, the housing residence may not be built due to safety concerns for the residents. The development of a senior housing residence will help revitalize Brownsville and bring new businesses to the area.

Staff has reviewed the Petition to Vacate request. The Roads Division of the Public Works Department has noted that there is a small drainage swale that feeds the crossover pipe on Desoto Street, and if the Petition to Vacate is approved, the church must agree to maintain the swale area to manage the drainage in the "X" Street area.

Natural gas mains are currently active in the rights-of-way areas in the petitioned area, and Pensacola Energy required that the mains be capped at the nearest intersection, with the petitioner assuming the cost. The petitioner has already paid for this work and has obtained a no objection letter from Pensacola Energy. All other utility companies in the area are requesting easements. No one will be denied access to his or her property as a result of this Vacation.

Notifications were sent to the surrounding property owners within a 500' radius of the requested Vacation area.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

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 Statues, Chapter 336.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Request to Vacate, the necessary documents will be signed and it will be the responsibility of the Petitioner and Agent to have the documents recorded in the public record and to advertise the required public notifications.

Attachments

Hold Harmless - Brownsville Assembly of God - "X" Street
Resolution - Brownsville Assembly of God - "X" Street
Notice of Adoption - Brownsville Assembly of God - "X" Street
Certification of Property Owners - Brownsville Assembly of God
Aerial Map - Brownsville Assembly of God Vacation Request
Board Action 6/7/18 - Continuation

HOLD/HARMLESS AGREEMENT

WHEREAS, Evon G. Horton, as Chairman of Brownsville Assembly of God Church, 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:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA:

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

2. Petitioner(s), hereby covenant(s) and agree(s) that he has 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:

Michelle A. Moody
Witness

Michelle A. Moody
Print or type name

Witness

Print or type name

Brownsville Assembly of God Church
Corporation or Company Name

Petitioner(s)

Evon G. Horton
Print or type name(s)

Title: Chairman

Date: 5/21/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 2018, by Evon G. Horton as Chairman of Brownsville Assembly of God Church. He/She is (X) personally known to me, (___) produced current Florida/Other _____ driver's license as identification, and/or (___) produced current _____ as identification.

Michelle A. Moody
Notary Public

Michelle A. Moody
Print or type name

(Notary Seal must be affixed)

MICHELLE A. MOODY
Notary Public, State of Florida
My Comm. Expires Jan. 23, 2022
Commission No. GG 178119

Commission Expires: 1/23/22
Commission Number: GG178119

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Approved by the B.C.C. on:_____

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, Evon G. Horton, as Chairman of Brownsville Assembly of God Church, 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:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA:

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

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), Evon G. Horton, as Chairman of Brownsville Assembly of God Church, has caused to be published on May 24, A.D., 2018, 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 5:32PM on June 7, 2018 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;

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA:

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the

above-described vacated area remaining subject to a utility easement in favor of AT&T, Cox Communications, Emerald Coast Utilities Authority, and Gulf Power.

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_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS 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.

NOTICE IS HEREBY GIVEN that on June 7, A.D., 2018, 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:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____day of _____, A.D., 2018.

Board of County Commissioners
Escambia County, Florida

August 3, 2017

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned petitioner(s), do es 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 5/21/18.

Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Evon G. Horton as Chairman of Brownsville Assembly of God Church who X is 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 he executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 21st day of May, A.D., 2018.

Michelle A. Moody
Notary Public

MICHELLE A. MOODY
Notary Public, State of Florida
My Comm. Expires Jan. 23, 2022
Commission No. GG 178119

Michelle A. Moody
Print or type name

Commission Number: GG 178119
Commission Expires: 1/23/22

X STREET AND STRONG STREET ADDRESSES

Patricia Hudson
5208 Sarah Drive
Pensacola, FL 32503

DeLuna Investments, LLC
PO Box 1411
Gulf Breeze, FL 32562

Cliff Fields Motors, Inc.
3012 Mobile Highway
Pensacola, FL 32505

New Testament Fellowship of Pensacola
812 North W St
Pensacola, FL 32505

William Blackwell
1110 North W Street
Pensacola, FL 32505

Pradeep Parekh
c/o Aaron P. Remski
1917 N 19th Avenue
Pensacola, FL 32503

Fred Sims
1206 North V Street
Pensacola, FL 32505

Landra LLC
6880 Sunshine Hill Rd
Molino, FL 32577

William Blackwell
6380 Mers Ln
Pensacola, FL 32526

Mary Jane Walker
923 North V Street
Pensacola, FL 32505

Thomas Warren Jr.
2604 W Lloyd Street
Pensacola, FL 32505

Melinda Marie Caporale
2814 W. Brainerd Street
Pensacola, FL 32505

CSS LLC
22 E Johnson Ave
Pensacola, FL 32534

Ha Hung & Thu Dung
3581 W. Lee Street
Pensacola, FL 32505

Jessica Cobbs Allen
1025 E Gonzalez Street
Pensacola, FL 32503

Escambia County Park
221 Palafox Place
Suite 420
Pensacola, FL 32502

Christina Marie Brown
3008 W. Strong Street
Pensacola, FL 32505

Clifford Fields Jr.
3012 Mobile Hwy
Pensacola, FL 32505

Escambia County Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, FL 32502

Brownsville Assembly of God Church
3100 W Desoto St
Pensacola, FL 32505

Kim Rice
2616 Green Bay Ave
Pensacola, FL 32526

Kim Tannehill
800 McNeil Ave
Mobile, AL 36609

Darren Buck
4001 N. Ocean Blvd
Apt 904
Boca Raton, FL 33431

Kim Wayburn Xoan
10775 Lillian Hwy
Pensacola, FL 32503

Pace Temple Christian Methodist
2910 W Gadsden St
Pensacola, FL 32503

Jody Pittman
401 Lakeview Ave
Cantonment, FL 32533

Dale Garrett
3108 W. Gonzalez St
Pensacola, FL 32505

Cheyneitha & Samuel Lee
3301 W Cervantes St
Pensacola, FL 32505

Leah Arnould
4019 W Jackson St
Pensacola, FL 32505

Rosario Danzie
3412 W Desoto St
Pensacola, FL 32505

Willie Mae Thompson
1007 North V St
Pensacola, FL 32505

Say Savann
3096 Wiggins Lane
Cantonment, FL 32533

Jerry Bonner
1117 North Y St
Pensacola, FL 32505

Tammie Finney
3020 W Gonzalez St
Pensacola, FL 32505

Kevin Bosso
7805 Pebble Creek Rd
Pensacola, FL 32526

Rob Arnette
4 Holmes Dr
Pensacola, FL 32507

Dean Joyner
4500 Pace Ln
Pace, FL 32571

Robert & Sharon Mandel
674 Palomar Dr
Pensacola, FL 32507

Latisha Welch
3001 W Gonzalez St
Pensacola, FL 32505

Hao Nguyen & Truc Tran
6765 Fort Deposit Dr
Pensacola, FL 32526

Sherry Hatzopoulos
1106 North Z St
Pensacola, FL 32505

Tam Dang
3003 W Cervantes St
Pensacola, FL 32505

Pham Tung Thanh
10706 Crosscut Dr
Pensacola, FL 32506

Richard Corn
205 Earl Ct
Pensacola, FL 32507

Manuel Sarphenese
2915 W. Desoto St
Pensacola, FL 32505

GCCS Investments Inc.
2624 Desoto St
Pensacola, FL 32505

Annternett Marie Crosby
916 North V St
Pensacola, FL 32505

Robert Hanson Jr.
3303 W Brainerd St
Pensacola, FL 32505

James Allen Jr.
2908 W Strong St
Pensacola, FL 32505

James Loris Robinett
3018 W Gadsden St
Pensacola, FL 32505

Scott Beeman
PO Box 13665
Pensacola, FL 32591

Ha Dung Thi & Ha Hung
3581 W Lee St
Pensacola, FL 32505

Tran Nam Van
2919 W Desoto St
Pensacola, FL 32505

Thomas Robarts
211 S. Jamaica St
Pensacola, FL 32507

Melvin Turner
3220 W Gonzalez St
Pensacola, FL 32505

Ronny Lundin
224 Southfork Rd
Brewton, AL 36426

Julia Benford
3303 W Gonzalez St
Pensacola, FL 32505

Nguyen Huong Thien
3200 Cervantes St
Pensacola, FL 32505

West Pensacola Lodge No 296
3300 W Desoto St
Pensacola, FL 32505

Larry Roper
5042 Skylark Ct
Pensacola, FL 32505

Thomas Burke
3305 Mobile Hwy
Pensacola, FL 32505

Joy Zitelli
690 W Golden Valley Rd
Reno, NV 89506

Christina Brown
3008 W. Strong St
Pensacola, FL 32505

John Meyer
428 Childers Street
Apt 22643
Pensacola, FL 32513

Julia Wyrosdick
68 Shirley Dr
Pineview, AL 36871

Frank Watson
c/o Antoinette Watson
PO Box 17002
Pensacola, FL 32522

Tran Ngon Thanh
1005 Katydid Ct
Pensacola, FL 32505

Douglas & Linda Wehmeier
803 N. Wentworth St
Pensacola, FL 32505

Arnel Concepcion
6228 Bienville Dr
Pensacola, FL 32505

William & Sandra Crumpler
3102 W Brainerd St
Pensacola, FL 32505

Jack Davis
940 Langley Ave
Pensacola, FL 32504

Auto Truck & Industrial
PO Box 1379
Gulf Breeze, FL 32562

Blackwell Heating & Air Conditioning, Inc.
1110 North W St
Pensacola, FL 32505

Gaberilli Incorporated
283 Shadow Lawn
Pensacola, FL 32505

Joe & Elizabeth Sims
3300 W Gonzalez St
Pensacola, FL 32505

Michelle Robinson
10732 Texarkana Pl
El Paso, TX 79924

Dale Garrett
PO Box 17575
Pensacola, FL 32522

Roman Papillion
1201 North V St
Pensacola, FL 32505

Welch Properties of Pensacola LLC
4801 Rosemont Pl
Pensacola, FL 32514

Adajean Johnson
3005 W Gonzalez St
Pensacola, FL 32505

Patricia Collins
100 W Mallory St
Pensacola, FL 32501

Helen Johnson
2918 W Gonzalez St
Pensacola, FL 32505

Nguyen Thuy Huong
3167 Clemson Rd
Gulf Breeze, FL 32563

Joseph Cook
1301 North W St
Pensacola, FL 32505

Hunter Amour
283 A Nowak Rd
Cantonment, FL 32533

Dennis & Kumcha Miller
3100 W Gadsden St
Pensacola, FL 32505

Hearts & Hands Properties, LLC
2031 Coyote Run
Prosper, TX 75078

Melvin Smith
1074 Harbor Ln
Gulf Breeze, FL 32563

Alfred Eckart
3006 W Gonzalez St
Pensacola, FL 32505

Harriet Page
908 North V St
Pensacola, FL 32505

Brendan Smith
911 North W St
Pensacola, FL 32505

Michael Hall
3017 W Brainerd St
Pensacola, FL 32505

Tamara Gates
7081 Kelvin Terr
Pensacola, FL 32503

Willie Hayes
2920 W Gonzalez St
Pensacola, FL 32505

Karen Elizabeth Redfield
3104 W Brainerd St
Pensacola, FL 32505

Inez Smiley
1018 North V St
Pensacola, FL 32505

Tommy Garrett
3113 W Gonzalez St
Pensacola, FL 32505

Adrian Head
3305 W Cervantes St
Pensacola, FL 32505

Sergio Martinez
4905 Kinnear Ave
Pensacola, FL 32506

Warren & Katherine Owens
920 North V St
Pensacola, FL 32505

Dan Jaquish
5720 North W St
Pensacola, FL 32505

A R Oates
c/o Cook
2915 W Brainerd St
Pensacola, FL 32505

George Dewey Blackburn
1705 Atlanta Ave
Pensacola, FL 32507

Estate Land Company
2005 Commerce St #200
Houston, TX 77002

Carolyn Susie Laverne Johnson
1016 North V St
Pensacola, FL 32505

Lucille Cheatham
8411 Kause Rd
Pensacola, FL 32506

Joseph Dixon
9101 Caribbean Dr
Pensacola, FL 32506

Dennis & Patti Echols
c/o Tina L Wilson
2815 W Desoto St
Pensacola, FL 32505

Robert Ford
PO Box 482
Pensacola, FL 32591

Robert Cowen
814 Baycliffs Rd
Gulf Breeze, FL 32563

Eric McClain
707 North X St
Pensacola, FL 32505

John Leonard
8701 Byrom Campbell Rd
Pace, FL 32571

Keith Ross
2713 Wade Ave
Pensacola, FL 32507

Takerrion Brooks
1013 North V St
Pensacola, FL 32501

Adam August Schroeter
1517 E Moreno St
Pensacola, FL 32503

Wayne Burke
3305 Mobile Hwy
Pensacola, FL 32505

Bryon Mack Wilson
PO Box 606
Cantonment, FL 32533

Pham Minh
2009 Downing St
Pensacola, FL 32505

Martin H Thompson
c/o Martin Thompson III
4 Poinciana Dr
Gulf Breeze, FL 32561

Tamara Whiten
3020 W Brainerd St
Pensacola, FL 32505

Clinton Cook
2915 W Brainerd St
Pensacola, FL 32505

Russell Eaves
3758 McNemar Ct
Gulf Breeze, FL 32563

Ironside Properties, Inc.
915 Ariola Dr
Pensacola Beach, FL 32561

Bobby McCollough
7846 Atlas St
Pensacola, FL 32506

Patches I Inc.
3707 Sunnyside St
Pensacola, FL 32507

Patricia Gaston
3009 W. Gonzalez St
Pensacola, FL 32505

Joseph Carr
3131 W Cervantes St
Pensacola, FL 32505

Pham Bich-Tran
900 North V St
Pensacola, FL 32505

Desiree Antonelli
4344 Langley Ave #F236
Pensacola, FL 32504

Moneymatic, Inc.
PO Box 10496
Pensacola, FL 32524

Huey's Works Corporation
1206 North W St
Pensacola, FL 32505

Richard Dean
PMB130
4600 Mobile Hwy Ste 9
Pensacola, FL 32506

Robert Wise
1446 Aspen Ln
Cantonment, FL 32533

Frederick & Constance Posey
817 Shoemaker St
Pensacola, FL 32505

Johnnie Mae Reeves
PO Box 4363
Pensacola, FL 32505

Nguyen Huyen Hoang
6186 Basswood Blvd
Pensacola, FL 32526

Reynaldo Portugal
406 N Old Corry Field Rd
Pensacola, FL 32505

VQK Management, LLC
7279 Harding Dr
Pensacola, FL 32526

Gina Vargas
c/o Antonina Vargas
1116 North V St
Pensacola, FL 32505

Ho Thien
5328 Old Oak Tree Dr
Orlando, FL 32808

Michael Hurst
3004 W Gonzalez St
Pensacola, FL 32505

Quach Anh Thi
2907 W. Jackson St
Pensacola, FL 32505

Tommy Garrett
PO Box 17575
Pensacola, FL 32522

Keith Ross
2713 Wade Ave
Pensacola, FL 32507

Felecia Likely
1011 North V St
Pensacola, FL 32501

Gregory Dewayne Glattli
3221 W Cervantes St
Pensacola, FL 32505

James Morgan
2820 W Cervantes St
Pensacola, FL 32505

Jason Copper
11480 Clear Creek Dr
Pensacola, FL 32514

Thiago Silva
9625 Arlington Oaks Dr
Mobile, AL 36695

Potenciana Galigao
3000 W Brainerd St
Pensacola, FL 32505

J O Ward
6507 Lake Charlene Dr
Pensacola, FL 32506

Allen Janssen
7895 Hestia Pl
Pensacola, FL 32506

John Dacpano
3019 W Brainerd St
Pensacola, FL 32505

Donnie Broxson
c/o Patricia Collyer
236 E Intendencia St
Pensacola, FL 32502

Do Hung Si & Nguyen Mai Buu
3077 Illinois Pl
Gulf Breeze, FL 32563

Aminzadeh Mehran
20035 Orchard Meadow Dr
Saratoga, CA 95070

Gerald and Mercedes Nicklien
5903 Fairview Dr
Pensacola, FL 32505

Carolyn Davis
3308 W Cervantes St
Pensacola, FL 32505

Iglesia N Christo
2910 W Brainerd St
Pensacola, FL 32505

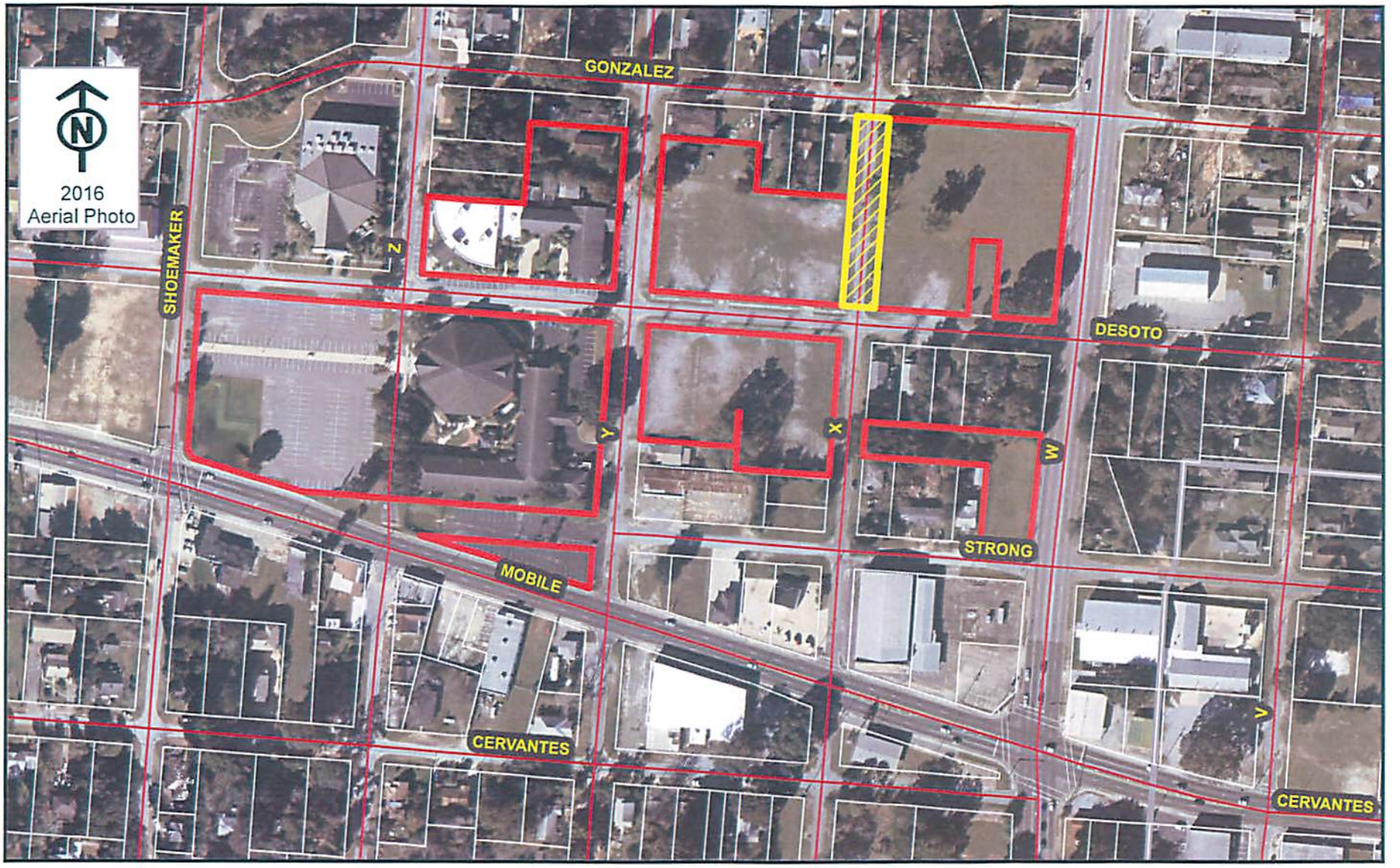
Nancy Carol Majors
1021 North Y St
Pensacola, FL 32505

Arlan Christoffersen
2720 W Gonzalez St
Pensacola, FL 32505

Gina Varas
1116 North V Street
Pensacola, FL 32505

Tommy Garrett
3108 W Gonzalez St
Pensacola, FL 32505

REQUEST TO VACATE: A PORTION OF "X" STREET
Petitioner: BROWNSVILLE ASSEMBLY OF GOD - EVON G. HORTON, CHAIRMAN
Agent: ALAN B. BOOKMAN



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 4/17/18 DISTRICT 3

Petitioner's Property

Portion of "X" Street to be Vacated

REGULAR BCC AGENDA – Continued

9. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the vacation of the eastern portion of Kersey Road, on the Board's own motion; this property is located in Commission District 1:

   A. Approve or deny the vacation of the unopened and unmaintained right-of-way portion of Kersey Road;

   B. Adopt the Resolution to Vacate; and

   C. 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.

   Approved 5-0 to drop the hearing and schedule it for July 5, 2018, at 5:31 p.m.

   Speaker(s):

   Gordon McCallister
   Wanda McCallister
   Mary Jane Havener

10. Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of “X” Street and a portion of West Strong Street; these properties are located in Commission District 3:

    5:32-A p.m. Public Hearing for consideration of the vacation of a portion of “X” Street, as petitioned by Brownsville Assembly of God:

    A. Approve or deny the vacation of a portion of “X” Street (51’ right-of-way, approximately 15,555 square feet), as petitioned by Brownsville Assembly of God;

    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.

    (Continued on Page 6)

REGULAR BCC AGENDA – Continued

10. Continued…

5:32-B p.m. Public Hearing for consideration of the vacation of a portion of West Strong Street, as petitioned by Brownsville Assembly of God:

A. Approve or deny the vacation of a portion of West Strong Street (55' right-of-way, approximately 20,244 square feet), as petitioned by Brownsville Assembly of God;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution [R2018-56] 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.

Approved 5-0 to continue the 5:32-A p.m. Public Hearing to July 5, 2018, at 5:32 p.m.

Approved 5-0 to approve the 5:32-B p.m. Public Hearing Items A-D

Speaker(s):

Dr. Evon Horton
Christian Wagley
Michelle Moody

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-14326 **Clerk & Comptroller's Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/05/2018
Issue: TDT Collection Data for the April 2018 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the April 2018 Returns Received in May 2018

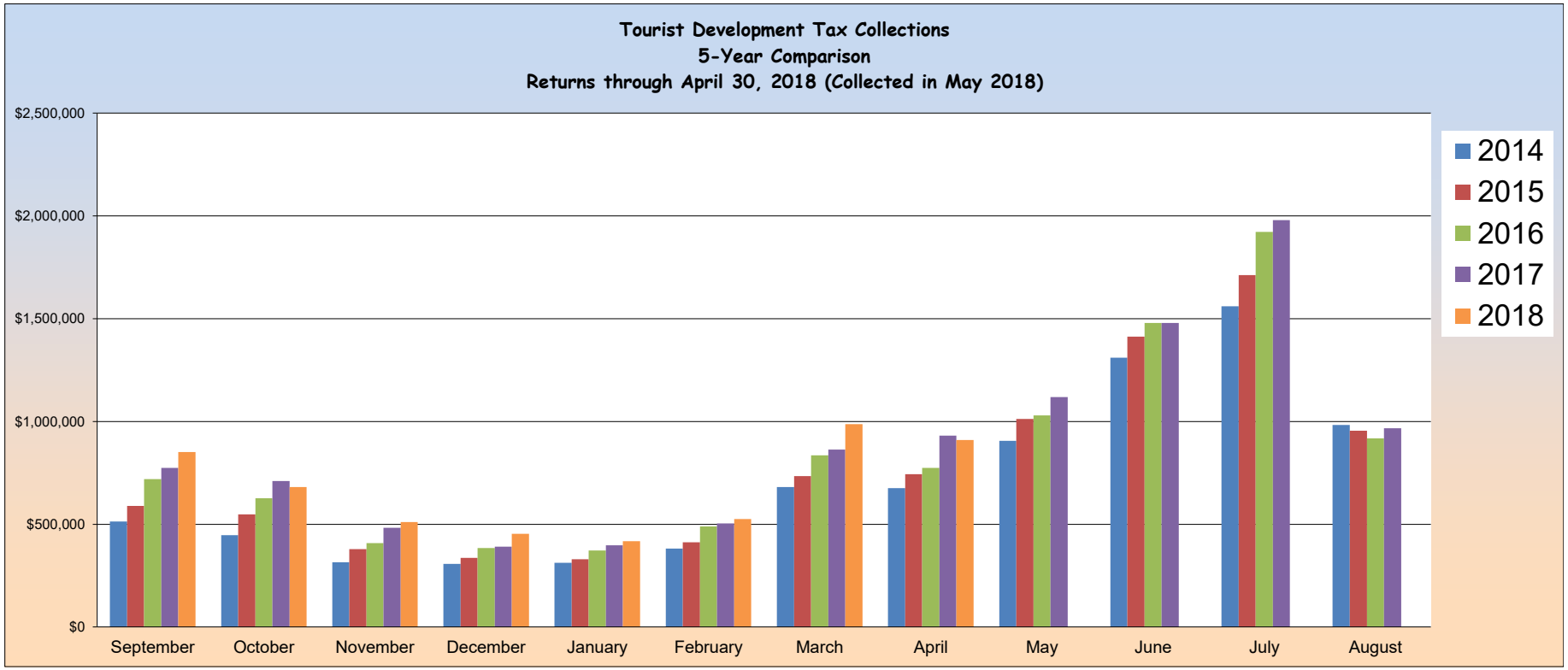
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2018 returns received in the month of May 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eighth month of collections for the Fiscal Year 2018; total collections for the month of April 2018 returns was $910,012.65; this is a 2.27% decrease over the April 2017 returns; total collections year to date are 5.56% more than the comparable timeframe in Fiscal Year 2017.

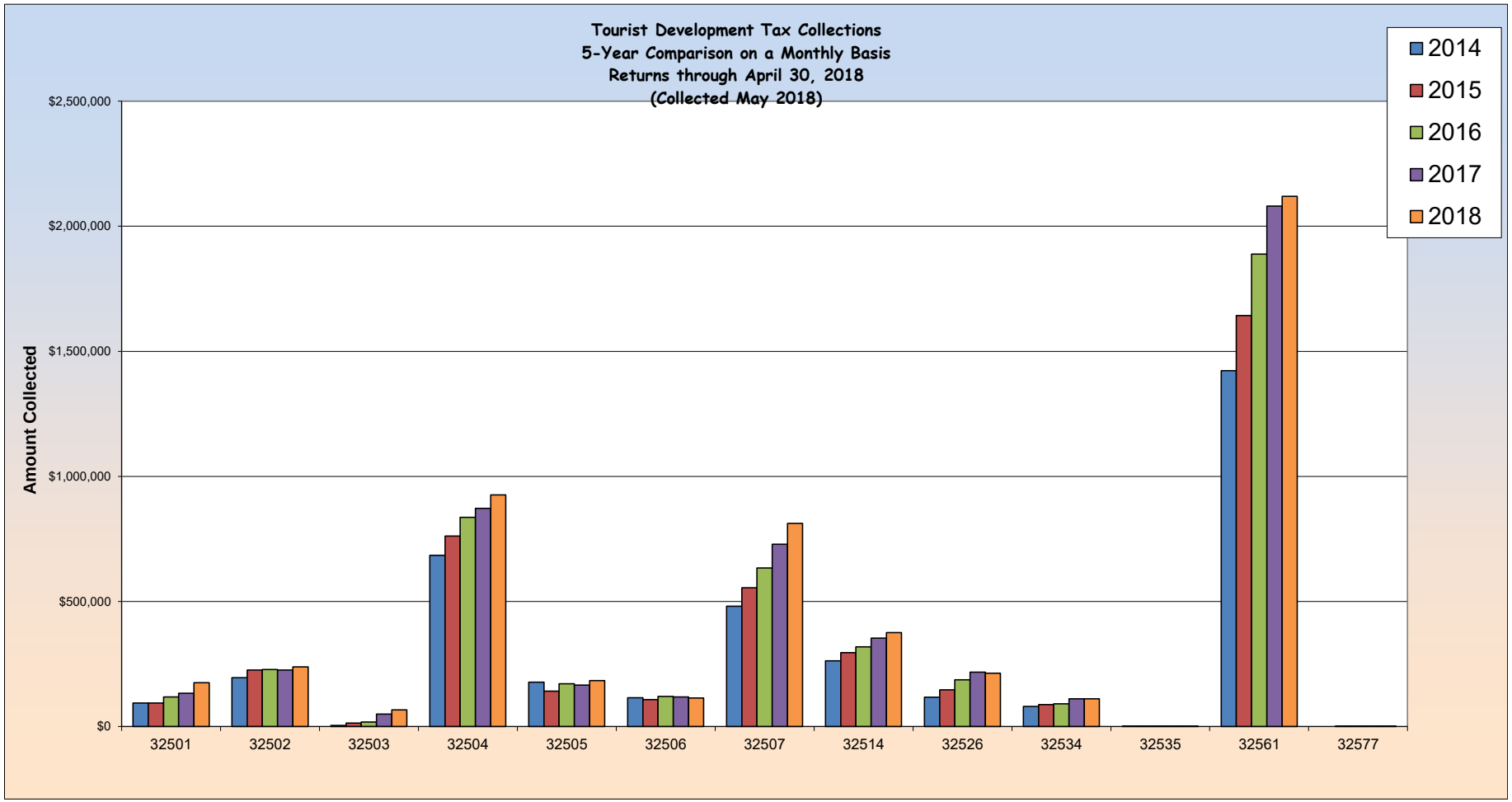
Attachments

April 2018 TDT Collections Received in May

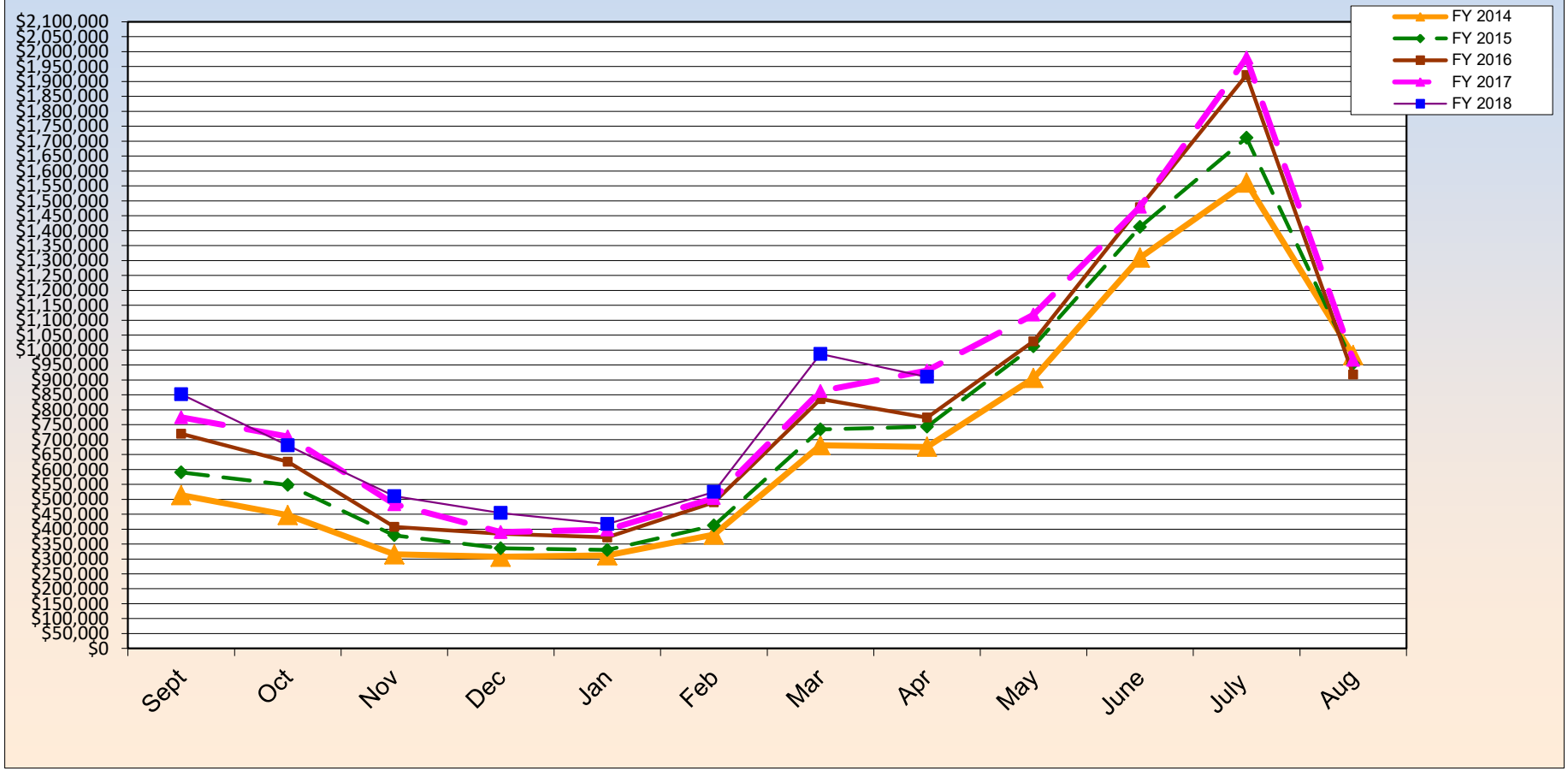
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF MAY 2018

Zip Code	Fiscal Year 2018 YTD Collected	Fiscal Year 2017 YTD Collected	Difference	% Change
32501	174,744	133,143	41,601	31%
32502	238,366	225,238	13,128	6%
32503	66,781	49,667	17,114	34%
32504	925,349	872,292	53,057	6%
32505	183,627	165,202	18,425	11%
32506	114,259	117,605	(3,346)	-3%
32507	811,543	728,679	82,864	11%
32514	374,994	352,770	22,224	6%
32526	213,380	217,422	(4,042)	-2%
32534	111,009	110,453	556	1%
32535	1,261	1,187	74	6%
32561	2,119,410	2,080,232	39,178	2%
32562	-	-	-	0%
32577	299	168	131	78%
Total	**$ 5,335,022**	**$ 5,054,059**	280,963	**6%**


Tourist Development Tax Collections
5-Year Comparison
Returns through April 30, 2018 (Collected in May 2018)
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2014
2015
2016
2017
2018


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through April 30, 2018
(Collected May 2018)
2014
2015
2016
2017
2018
Amount Collected
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2014 - FY 2018
Returns through April 30, 2018 (Collected in May 2018)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2018
AS OF MAY 31, 2018

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	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
10/17	**20,189**	2%	**33,110**	4%	**8,054**	1%	**127,370**	15%	**26,827**	3%
11/17	**15,305**	2%	**30,151**	4%	**7,908**	1%	**112,522**	17%	**16,690**	2%
12/17	**15,278**	3%	**26,266**	5%	**7,092**	1%	**103,569**	20%	**15,923**	3%
01/18	**14,881**	3%	**22,042**	5%	**7,184**	2%	**93,898**	21%	**18,961**	4%
02/18	**16,581**	4%	**20,599**	5%	**6,278**	2%	**93,500**	22%	**17,664**	4%
03/18	**23,638**	5%	**27,222**	5%	**7,113**	1%	**99,293**	19%	**21,179**	4%
04/18	**34,008**	3%	**38,474**	4%	**11,949**	1%	**152,410**	15%	**34,756**	4%
05/18	**34,862**	4%	**40,502**	4%	**11,202**	1%	**142,785**	16%	**31,626**	3%
Total	**$ 174,744**	**3%**	**$ 238,366**	**4%**	**$ 66,781**	**1%**	**$ 925,349**	**17%**	**$ 183,627**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	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
10/17	**17,729**	2%	**141,510**	17%	**48,279**	6%	**28,141**	3%	**16,785**	2%
11/17	**14,116**	2%	**117,580**	17%	**45,400**	7%	**25,079**	4%	**13,812**	2%
12/17	**12,723**	2%	**58,984**	12%	**41,547**	8%	**24,823**	5%	**11,206**	2%
01/18	**10,887**	2%	**44,414**	10%	**38,809**	9%	**24,691**	5%	**10,404**	2%
02/18	**10,328**	2%	**59,924**	14%	**39,584**	9%	**22,010**	5%	**10,365**	2%
03/18	**11,701**	2%	**85,625**	16%	**39,610**	8%	**22,481**	4%	**11,745**	2%
04/18	**18,397**	2%	**167,734**	17%	**62,926**	6%	**33,533**	3%	**19,546**	2%
05/18	**18,378**	2%	**135,773**	15%	**58,839**	6%	**32,623**	4%	**17,144**	2%
Total	**$ 114,259**	**2%**	**$ 811,543**	**15%**	**$ 374,994**	**7%**	**$ 213,380**	**4%**	**$ 111,009**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/17	**138**	0%	**383,626**	45%	**-**	0%	**16**	0%	**851,778**	100%
11/17	**186**	0%	**281,499**	41%	**-**	0%	**50**	0%	**680,298**	100%
12/17	**200**	0%	**192,757**	38%	**-**	0%	**35**	0%	**510,405**	100%
01/18	**88**	0%	**167,637**	37%	**-**	0%	**17**	0%	**453,912**	100%
02/18	**-**	0%	**120,225**	29%	**-**	0%	**-**	0%	**417,058**	100%
03/18	**304**	0%	**174,793**	33%	**-**	0%	**33**	0%	**524,739**	100%
04/18	**171**	0%	**412,832**	42%	**-**	0%	**85**	0%	**986,822**	100%
05/18	**173**	0%	**386,040**	42%	**-**	0%	**64**	0%	**910,012**	100%
Total	**$ 1,261**	**0%**	**$ 2,119,410**	**40%**	**$ -**	**$ -**	**$ 299**	**0%**	**$ 5,335,022**	**100%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF MAY 31, 2017

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	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
10/16	**19,380**	3%	**28,706**	4%	**7,582**	1%	**107,704**	14%	**18,717**	2%
11/16	**16,302**	2%	**29,923**	4%	**6,327**	1%	**113,135**	16%	**19,922**	3%
12/16	**14,867**	3%	**25,670**	5%	**5,411**	1%	**99,858**	21%	**16,651**	3%
01/17	**12,246**	3%	**20,593**	5%	**4,367**	1%	**80,988**	21%	**15,052**	4%
02/17	**12,855**	3%	**20,184**	5%	**4,061**	1%	**88,341**	22%	**16,726**	4%
03/17	**16,219**	3%	**26,153**	5%	**5,274**	1%	**95,993**	19%	**19,123**	4%
04/17	**20,894**	2%	**35,754**	4%	**8,948**	1%	**145,212**	17%	**31,829**	4%
05/17	**20,380**	2%	**38,255**	4%	**7,697**	1%	**141,063**	15%	**27,182**	3%
Total	**$ 133,143**	**2%**	**$ 225,238**	**4%**	**$ 49,667**	**1%**	**$ 872,292**	**15%**	**$ 165,202**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	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
10/16	**14,090**	2%	**127,016**	16%	**40,876**	5%	**26,793**	3%	**11,880**	2%
11/16	**17,582**	2%	**111,916**	16%	**39,351**	6%	**26,474**	4%	**12,889**	2%
12/16	**11,410**	2%	**53,079**	11%	**39,610**	8%	**24,256**	5%	**11,841**	2%
01/17	**8,637**	2%	**40,510**	10%	**35,625**	9%	**23,062**	6%	**11,310**	3%
02/17	**12,085**	3%	**52,690**	13%	**37,083**	9%	**23,259**	6%	**12,137**	3%
03/17	**13,158**	3%	**70,759**	14%	**40,304**	8%	**30,673**	6%	**13,739**	3%
04/17	**21,455**	2%	**129,291**	15%	**62,062**	7%	**31,662**	4%	**19,449**	2%
05/17	**19,189**	2%	**143,419**	15%	**57,860**	6%	**31,242**	3%	**17,208**	2%
Total	**$ 117,605**	**2%**	**$ 728,679**	**18%**	**$ 352,770**	**6%**	**$ 217,422**	**$ -**	**$ 110,453**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/16	**105**	0%	**371,593**	48%	**-**	0%	**100**	0%	**774,538**	100%
11/16	**229**	0%	**316,293**	45%		0%		0%	**710,343**	100%
12/16	**135**	0%	**180,363**	37%	**-**	0%		0%	**483,151**	100%
01/17	**75**	0%	**137,912**	35%	**-**	0%		0%	**390,380**	100%
02/17	**135**	0%	**118,318**	30%	**-**	0%		0%	**397,875**	100%
03/17	**126**	0%	**172,429**	34%	**-**	0%		0%	**503,949**	100%
04/17	**191**	0%	**355,829**	41%	**-**	0%	**68**	0%	**862,643**	100%
05/17	**191**	0%	**427,495**	46%		0%		0%	**931,179**	100%
Total	**$ 1,187**	**0%**	**$ 2,080,232**	**45%**	**$ -**	**0%**	**$ 168**	**0%**	**$ 5,054,059**	**100%**

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	277,444	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905	638,832
NOV	OCT	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757	510,223
DEC	NOV	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	362,364	382,803
JAN	DEC	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	292,783	340,434
FEB	JAN	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	298,406	312,794
MAR	FEB	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	377,962	393,554
APR	MAR	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572	646,982	740,116
MAY	APR	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106	698,384	682,509
	TOTAL	**$ 1,891,273**	**$ 1,955,040**	**$ 2,266,325**	**$ 2,487,645**	**$ 2,649,075**	**$ 2,724,651**	**$ 3,054,436**	**$ 3,456,294**	**$ 3,790,544**	**$ 4,001,266**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	92,482	91,634	107,283	114,546	132,767	128,403	147,425	179,922	193,635	212,944
NOV	OCT	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	177,586	170,074
DEC	NOV	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	120,788	127,601
JAN	DEC	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	97,594	113,478
FEB	JAN	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	99,469	104,265
MAR	FEB	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	125,987	131,185
APR	MAR	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857	215,661	246,706
MAY	APR	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369	232,795	227,503
TOTAL		**$630,424**	**$651,680**	**$755,442**	**$829,215**	**$883,025**	**$908,217**	**$1,018,145**	**$1,152,098**	**$1,263,515**	**$1,333,756**

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-14415 **Clerk & Comptroller's Report 12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 07/05/2018
Issue: Records Disposition Document No. 647
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Records Disposition Document No. 647

That the Board amend its action of February 15, 2018 (CR I-2), and approve the revision to Records Disposition Document No. 647, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 544 through 549), for the period September 6, 2016, through July 6, 2017, in accordance with State Retention Schedule GS1, to remove the reference to microfilming and to reflect that the records have been digitally imaged.

Attachments

20180215 CR I-2
Records Disposition Document No 647

CLERK OF COURTS & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court & Comptroller

I. CONSENT AGENDA

1-4. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 4, as follows:

1. Accepting, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2017, as required by Ordinance Number 95-13; on December 31, 2017, the portfolio market value was $402,975,296 and portfolio earnings totaled $325,686 for the month; the short-term portfolio yield 1.06%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.15%; the long-term CORE portfolio achieved a yield of 1.99%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.97%.

2. Approving Records Disposition Document No. 647, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 544 through 549), for the period September 6, 2016, through July 6, 2017, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

3. Accepting, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

   A. The Financial Statements for the Escambia-Pensacola Human Relations Commission for the year ended September 30, 2017 and 2016;

   B. The Escambia County, Florida, Detention/Jail Commissary Fund Financial Statements and Required Supplementary Information, for the year ended September 30, 2017;

(Continued on Page 8)

RECORDS DISPOSITION DOCUMENT

NO. 647

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
190 GOVERNMENTAL CENTER
PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

Heather Mahoney
ARCHIVES AND RECORDS DIVISION
(CLERK TO THE BOARD)
(850) 595 - 3937 Ext.

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☐ a. Destruction ☒ b. Microfilming and Destruction ☐ c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Pam Childers — PAM CHILDERS, *Escambia County Florida Clerk of the Circuit Court & Comptroller* — 2-20-18

Signature — Name and Title — Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1	32	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: MICROFILMED ON ROLLS 544 THROUGH 559)	Permanent	September 6, 2016 through July 6, 2017	13.5	Shredded 3/21/18

2-20-18

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Heather S. Mahoney — 3/21/18

Custodian/Records Management Liaison Officer — Date

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Heather S. Mahoney — 3/21/18

Signature — Date

Heather S Mahoney - Manager Official Records

Name and Title

Witness

RECORDS DISPOSITION DOCUMENT

NO. 647

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
190 GOVERNMENTAL CENTER
PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

Heather Mahoney
ARCHIVES AND RECORDS DIVISION
(CLERK TO THE BOARD)
(850) 595 - 3937 Ext.

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☒ a. Destruction ☐ b. Microfilming and Destruction ☐ c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Signature | **PAM CHILDERS** *Escambia County Florida Clerk of the Circuit Court & Comptroller* Name and Title | Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1	32	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: THE DOCUMENTS HAVE BEEN DIGITALLY IMAGED)	Permanent	September 6, 2016 through July 6, 2017		

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Management Liaison Officer Date

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature Date

Name and Title

Witness

AI-14408 **Clerk & Comptroller's Report 12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 07/05/2018
Issue: Acceptance of the Minutes of the March 13, 2018 BCC/School Board Joint Meeting
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the Minutes of the March 13, 2018 BCC/School Board Joint Meeting

That the Board accept, for filing with the Board's Minutes, the Minutes of the March 13, 2018 BCC/School Board Joint Meeting, as provided by Holley DeWees, Escambia County School District Superintendent's Office.

Attachments

March 18, 2018 BCC-School Board Joint Meeting Minutes

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

MINUTES, MARCH 13, 2018

The School Board of Escambia County, Florida, convened in a Joint Meeting with the Escambia County Board of Commissioners, at 5:00 p.m., in Room 160, at the J.E. Hall Educational Services Center, 30 East Texar Drive, Pensacola, Florida, with the following present:

DISTRICT SCHOOL BOARD

Chair:	Mr. Gerald W. Boone (District II)
Vice Chair:	Mrs. Patricia Hightower (District IV)
Board Members:	Mr. Kevin L. Adams (District I)
	Ms. Lee H. C. Hansen (District III)
	Mr. Bill Slayton (District V)

Superintendent of Schools: Mr. Malcolm Thomas

COUNTY COMMISSIONERS

Chair:	Mr. Jeff Bergosh (District I)
Vice Chair:	Mr. Lumon J. May (District III)
Commissioners:	Mr. Doug Underhill (District II)
	Mr. Grover C. Robinson, IV (District IV)
	Mr. Steven Barry (District V)

County Administrator: Mr. Jack Brown

Meeting advertised in the *Pensacola News Journal* on March 1, 2018 – Legal No. 2748341

NOTE: The minutes from this session have been prepared according to *Roberts Rules of Order, Newly Revised.*

I. CALL TO ORDER

Mr. Boone called the Joint Meeting to order at 5:04 p.m.

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Lonnie Wesley of Greater Little Rock Baptist Church delivered the invocation and Mr. Boone led the Pledge of Allegiance to Flag of the United States of America.

III. COMMENTS – GERALD W. BOONE, CHAIR, DISTRICT SCHOOL BOARD

Mr. Boone welcomed everyone to the Joint Meeting. He looked forward to the opportunity for the two entities to share ideas on making Escambia County even better.

IV. COMMENTS – JEFF BERGOSH, CHAIR, BOARD OF COUNTY COMMISSIONERS

Mr. Bergosh thanked the Superintendent and his staff for hosting this joint session. He too, looked forward to meaningful discussion between the two entities.

V. GRADUATION RATE

At the request of the Superintendent, Ms. Lesa Morgan, Director of High School Education, narrated a brief PowerPoint presentation delineating the progress made with on time, four-year graduation with a standard diploma, which was currently at 79.5% - up from about 60% in 2008.

The following items were discussed at length, concurrently:

VI. TRAFFIC MANAGEMENT FOR BEULAH MIDDLE SCHOOL
VII. SIDEWALK PRIORITIES (SAFE WALK TO SCHOOL)
VIII. ESCAMBIA PATHWAYS COALITION (EPC) REPORT

Much of the discussion focused on the new Beulah Middle School and the realization that access to that school would be challenging for students who walk due to a lack of sidewalks in the area. Access coming out of Allegheny Road directly across the street from Beulah Middle School was also a concern, as the current Florida Department of Transportation (FDOT) plan called for that entrance to a be a "right-turn only," which residents did not want.

IX. DISCUSSION OF JOINT COOPERATION BETWEEN BCC AND ECSD IN WORKING WITH STATE LEADERS AND UWF TO BRING A LAW SCHOOL AND A MEDICAL SCHOOL TO PENSACOLA

Mr. Bergosh initiated a discussion about the feasibility of bringing a law school and/or a medical school to Pensacola. His idea was that instead of exporting its students and their spending to places like Tallahassee (Florida State University) and Mobile (University of South Alabama), Escambia County might keep them and their spending local. The Superintendent said he was certainly supportive of any opportunity to help students, yet he was not sure this idea was feasible and noted that it was certainly not within the realm of the School District's to be involved; Mr. Boone agreed. Commissioner May said if there were traction with the legislative delegation and university trustees, he would support it. Commissioner Robinson said he was certainly receptive to the idea, but suggested it was probably more of a long-range consideration.

X. DISCUSSION OF MAKING A TRIUMPH REQUEST TO ESTABLISH A PUBLIC CHARTER BOARDING SCHOOL FOR AT-RISK ESCAMBIA COUNTY STUDENTS

Mr. Bergosh presented the idea of establishing a public charter boarding school for at-risk students in Escambia County; possibly using grants available through Triumph Gulf Coast, Inc. as an initial funding source for start-up costs. The Superintendent commented that the challenge with such an idea was the cost, noting that while there was some funding available from the state of Florida, it was certainly not enough to cover the millions in recurring operational costs. He also noted that the School District's funds certainly could not support such a costly initiative, so it would take the contributions of investors and/or corporate partners.

XI. DISCUSSION OF ESTABLISHING AN ESCAMBIA YOUTH COMMISSION

Mr. Bergosh discussed the possibility of establishing a Youth Commission in Escambia County, similar to those in Atlanta, Georgia and San Diego, California as a means of giving motivated students an opportunity to engage in the political process. Mr. Bergosh received support from not only his counterparts on the County Commission, but also members of the School Board and the Superintendent. Mr. Bergosh said he would work with County staff to establish this new group and would then ask the School District to assist with identifying students from each high school who would be willing to serve.

XII. PUBLIC FORUM

-No registration forms submitted

XIII. ADJOURNMENT

There being no further business, the Joint Meeting adjourned at 6:40 p.m.

Attest: Approved:

Malcolm Thomas — Gerald A. Boone

Superintendent Chair

AI-14407 **Clerk & Comptroller's Report 12. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 07/05/2018
Issue: Acceptance of the Minutes of the June 18, 2018, District 4 Town Hall Meeting
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the Minutes of the June 18, 2018, District 4 Town Hall Meeting

That the Board accept, for filing with the Board's Minutes, the Minutes of the June 18, 2018, District 4 Town Hall Meeting, prepared by Becky Azelton, Aide to Commissioner Grover C. Robinson, IV.

Attachments

June 18, 2018 District 4 Town Hall Meeting Minutes

District 4 Pensacola Beach - Town Hall Meeting
Public Beach Access
Board Chambers
Ernie Lee Magaha Government Building-First Floor
Monday-June 18, 2018
6:00 p.m.

Attendees:
Commissioner Grover Robinson
Commissioner Lumon May-stated he was merely an observer
Commissioner Jeff Bergosh- stated he was merely an observer
Commissioner Doug Underhill- stated he was merely an observer
County Administrator Jack Brown
Assistant County Administrator Matt Coughlin

1- Passed out copies of Commissioner Robinson's proposed resolution.

2- Commissioner Robinson started the meeting off with expressing his thoughts and prayers for Ms. Dianne Krumel, offering the invocation and leading the Pledge of Allegiance.

3- Two maps of the beach showing the unleased areas were displayed.

4- Per the Florida Supreme Court the word "Lease" equals ownership.

5- Commissioner Robinson stated that all the building that has been done on the Beach was done with leases. He wants the unleased areas to remain unleased.

6- Commissioner Robinson stated this meeting was not for a discussion of the proposed. roundabouts. If anyone wanted to discuss roundabouts he would meet with them after the meeting concluded.

7- There were 14 speakers and each allowed three minutes.

Neil Dorfman
Charlie Rotenberry
Robert Miller
Barbara Harris
Melissa Pino
Nancy Hagman
Liz Hewson
Lilly Eubanks
Lorrie Newman
Angie Dement
Carol Westbrook
James Scaminaci
Terry Preston
Rhonda Dorfman
Phil Ehr

Phil Ehr:

-On the Federal level the land conveyance act should stay the same.

-The environmental protection should remain. This would not be true on the east end of Santa Rosa Island, which is leased to Santa Rosa County.

-He wants to see a tax solution for all on the Beach.

-There needs to be planning and holding the public accountable.

-Wants to work with the Escambia BCC for solutions

Barbara Harris:

-She is strongly opposed to the proposed public restroom on the Beach in front of Portofino. Commissioner Robinson said he would discuss this with her after the meeting.

Rhonda Dorfman:

-She is a resident on the Beach since 2013. She wanted to thank Commissioner Robinson for the resolution that includes the preservation clause. She loves the Beach the way it is.

-She also would like to see public bus benches at all of the ECAT stops. Paolo Ghio stated all trolley stops have the benches.

Terry Preston:

-She supports the resolution that includes the preservation clause and requiring a unanimous vote of the BCC before more development is allowed.

-She supports maintaining the public access and requested the BCC put something in place to prevent more development.

James Scaminaci:

-He supports the proposed resolution

-He wants to know why Commissioner Robinson opposed a referendum for the public to be able to vote. Commissioner Robinson said he didn't oppose.

Carol Westbrook:

-She said she would like to see public access to the Beach

Angie Dement:

-She read a copy of the petition for a referendum and offered an explanation that it would be just to let the public vote. She gave a sample of the Save Pensacola Beach's petition form.

-She questioned if the initiative has the potential to interfere with the current lawsuits. Commissioner Robinson stated the revised ballot does not interfere with the lawsuits, and that he wants to protect unleased areas.

Laurie Newman:

-Asked for an explanation of how giving away land is in the public interest (fee simple). Commissioner Robinson answered that the most important part of the discussion is the preservation of unleased areas. The County has no way to cancel the lease with Santa Rosa County. They can basically do whatever they want to. They cannot open the pass because they cannot get a DEP permit. Leases can be sold whenever, but the County cannot get any money for any of it. The County has no opinion on Fee simple.

Lilly Eubanks:

-She supports the resolution being proposed by Commissioner Robinson. She wants it to be a binding resolution. The citizens of Escambia County want to keep the law as is.

-She feels a referendum is simple. She asked Commissioner Robinson if he wants to keep the Beach as it is now. A referendum covers both leased and unleased areas. She just wants people to be able to vote to keep the Beach as it is now.

Commissioner Robinson stated when an area is leased, it makes it private property to the lease holder. This Board of County Commissioners did not file the lawsuit, it was the Property Appraiser.

Liz Hewson:

-She wanted to thank Commissioner Robinson for protecting the undeveloped land on the Beach. The Supreme Court says leased land is already private and she supports the resolution.

Nancy Hagman:

-She asked who is in charge of Santa Rosa Island. Commissioner Robinson stated the Santa Rosa Island Authority (SRIA) manages the leases but they must answer to the BCC. The State act dictates the existence of the SRIA.

-She asked Commissioner Robinson if he was in favor of keeping public ownership of the Beach for the Public.

Melissa Pino:

-She stated long term leases equal ownership. She doesn't understand what it means. The zoning can be changed and development could boom

Commissioner Robinson stated the zoning and the building cap on the Beach will stop development. His proposed resolution protects all infrastructure (i.e., roads, sidewalks, parking lots, etc.).

Alison Rogers explained the lawsuits and the lease. The language in the leases tells courts if equal to private ownership.

Jackie Daniel:

-If a lease equals private ownership why is the government trying to privatize the beaches along the coast of Florida if they are already considered private?

Commissioner Robinson stated it was an individual choice for fee simple. The BCC has no position on fee simple.

Phil Ehr: He stated fee simple is akin to a tax law.

Commissioner Robinson stated again that the BCC has no opinion on fee simple.

Charlie Rotenberry: The UWF property can be developed if they want to. Commissioner Robinson stated the BCC has no jurisdiction over UWF. Dr. Martha Saunders will not do anything against the environment. The land was given to them in the 1980s.

Neil Dorfman:

-Given the land that the residents pay fair market value for means the vacant lots are for sale at fair market value.

-He was glad the resolution clarified developed land from undeveloped land and protects the undeveloped land. Commissioner Robins is only trying to protect the undeveloped land.

Robert Miller: He wanted to discuss the proposed bathroom on the beach in front of Portofino. He is opposed to it. Commissioner Robinson stated it was governed by the agreement Portofino has with the SRIA.

Nancy Hagman:

-Why doesn't the BCC have influence over the SRIA? Did the BCC have to approve what went to the State Legislators? Commissioner Robinson stated yes but not Santa Rosa County.

-She asked if the BCC can make the resolution binding. Commissioner Robinson stated since Escambia County is not a charter county they do not have referendum power.

Meeting was adjourned at 7:30 p.m.

SAMPLE

KEEP OUR PUBLIC BEACHES PUBLIC

REFERENDUM

This Referendum involves the issue of public versus private Ownership of Santa Rosa Island.

In 1947 the federal government transferred title to Pensacola and Navarre Beaches to Escambia County with 2 restrictions – All uses of that land must be in public interest and public title could never be sold or conveyed. Legislation was introduced in Congress last year to remove those restrictions and privatize ownership.

Do you support keeping public ownership of Santa Rosa Island?

( ) **YES** **(supports keeping public ownership)**

( ) **NO** **(opposes keeping public ownership)**

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Neil Dorfman PHONE: 216-533-0600

PRONUNCIATION OF NAME: _____

ADDRESS: 1 W. Colonial Ct Pensacola 32561

SUBJECT: Renovation

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Charlie Rotenberry PHONE: (850) 5259212

PRONUNCIATION OF NAME: Row ten berry

ADDRESS: 414 Williamsburg Dr GB Fl 32561

SUBJECT: Privatization

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Robert Miller PHONE: 850 607-1182

PRONUNCIATION OF NAME: _____

ADDRESS: 2 Pontalmo Dr Ste Gole

SUBJECT: Bathroom on Beach

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Barbara Harris PHONE: 816-210-3930

PRONUNCIATION OF NAME: Barbara

ADDRESS: 2 Portofino Dr. - Ste 1505

SUBJECT: ~~Pier~~ Bath house/restroom on Pensacola Beach

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Melissa Pino PHONE: 617.990.7404

PRONUNCIATION OF NAME: _____

ADDRESS: 413 SE Babb St Drive

SUBJECT: Beach

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Nancy Hagman PHONE: 850-206-5638

PRONUNCIATION OF NAME: Nancy Hagman

ADDRESS: 3790 Summer Drive

SUBJECT: Beach Resolution / Referendum

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Liz Hewson PHONE: 301-997-6319

PRONUNCIATION OF NAME: Liz HUGH-SON

ADDRESS: 1203 ARIOLA DR PENSACOLA BEACH

SUBJECT: BEACH RESOLUTION
PROTECTING UNLEASED LANDS

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Lilly Eubanks PHONE: 850-324-3761

PRONUNCIATION OF NAME: _____

ADDRESS: 8123 Six Pence Dr

SUBJECT: Save Pensacola Beach Referendum

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Lorrie Newman PHONE: 850-516-1982

PRONUNCIATION OF NAME: _____

ADDRESS: 10260 West Lake Rd, Milton FL 32583

SUBJECT: SAVE Pensacola Beach

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Angie Dament PHONE: 850-208-8637

PRONUNCIATION OF NAME: _____

ADDRESS: 810 W. Gravatos St. #321 Pcola FL 32501

SUBJECT: Pensacola Beach

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Carol K. Westbrook PHONE: 850-375-0693

PRONUNCIATION OF NAME: _____

ADDRESS: 5804 Margaretta Blvd, Pens. 32506

SUBJECT: Pensacola Beach

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: James Scaminaci PHONE: (510) 816-3761

PRONUNCIATION OF NAME: Scam-in-ach i

ADDRESS: 7050 Heather Oaks Dr

SUBJECT: Save Pensacola Beach

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Terry Preston PHONE: 384-6884

PRONUNCIATION OF NAME: _____

ADDRESS: 5 Ensenada Quatro, Pens. Beach

SUBJECT: Preservation

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: Rhonda [redacted] Dorfman PHONE: 661 496-4573

PRONUNCIATION OF NAME: _____

ADDRESS: 1 W, Galvez Ct

SUBJECT: Quality of Life on Beach

DISTRICT 4 TOWN HALL MEETING

Board Chambers
Ernie Lee Magaha Government Building – First Floor
221 Palafox Place

Monday – June 18, 2018
6:00 p.m.

Speaking Request
Please Print Clearly

NAME: ~~[illegible]~~ ~~[illegible]~~ Phil Ehr PHONE: (850) 449843 1

PRONUNCIATION OF NAME: AIR

ADDRESS: 3390 Bayou Blvd Pensacola

SUBJECT: Land Conveyance Act.

66 words

Proposed Ballot Language

On _____, the Escambia County Board of County Commissioners adopted a policy to ban any privatization through sale or lease of currently unleased properties, especially conservation and preservation properties on Santa Rosa Island. The resolution also confirms the County has no position on fee simple. Do you support this Escambia County policy?

___ Yes, I support the Escambia BCC policy

___ No, I oppose the Escambia BCC policy

AI-14379 **Clerk & Comptroller's Report 12. 5.**
BCC Regular Meeting **Consent**
Meeting Date: 07/05/2018
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 14, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 21, 2018; and

C. Approve the Minutes of the Regular Board Meeting held June 21, 2018.

Attachments

20180614 CW Workshop Report
20180621 Agenda Work Session
20180621 Regular BCC Meeting Minutes

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP
OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 14, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
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
Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: Jessica Whittle

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the Committee of the Whole (C/W) Workshop to order at 9:00 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* in the Board's weekly meeting schedule.

3. Presentation of the Resolution Naming the Board's Public Forum the "Gary Sansing Public Forum" to Martin Sansing

   A. Board Discussion – Commissioner Robinson presented to the family of Gary Sansing a Resolution renaming the Board's Public Forum the "Gary Sansing Public Forum" as an enduring tribute to his service to the community; and

   B. Board Direction – None.

   Speaker(s):

   Martin Sansing

4. Community Health Northwest Florida (Formerly Escambia Community Clinic)

   A. Board Discussion – The C/W discussed a PowerPoint presentation provided in hard copy, entitled *Community Health Northwest Florida*, presented by Chandra Smiley, Chief Executive Officer, Community Health Northwest Florida, and the C/W:

      (1) Was advised by Chandra Smiley that:

         (a) Community Health Northwest Florida was formerly known as Escambia Community Clinics and the name change was due to a shift in the culture to a more community-centered health approach;

         (b) Care was provided for 20,000 unduplicated patients in the first quarter, including:

            A. 35,000 outpatient visits
            B. 40% of patients are age 0 to 17
            C. 22% are uninsured
            D. 57% are on Medicaid
            E. 3,147 consider themselves "homeless"

         (c) A new site opened on Jackson Street on January 15th, 3,083 individual patients received care at that location in the first quarter, and additional pediatric providers have been hired;

   (Continued)

4. Continued…

A. Continued…

(1) Continued…

(d) The organization is involved in the C. A. Weis Elementary Community School project, which gained community school accreditation through UCF, making it the first in the state to receive the accreditation; the community school model uses the school as a hub of resources for the community based on a needs assessment; Weis has improved from an F rated school to a C rating; and retention and teacher turnover has gone from double-digits to single digits;

(e) Sandra Donaldson, Director of Special Programs, has done a tremendous amount of work and advocacy at Oakwood Terrace, resulting in over a million dollars in renovation that were done at the housing complex, and she authored an article titled *Community-Centered Health Home: Life on the Other Side of the Wall*;

(f) A mobile mammography unit is expected to be delivered by late summer or early September, providing the ability to take the service out into the community;

(g) The Health Navigation Program is working to assist individuals who have no primary care physician or are inappropriately utilizing emergency rooms;

(h) Specific needs are being assessed, including pediatric walk-in care services, an additional dental van, and home visits to assist the disabled and aging populations; and

(i) There is a plan to secure billboards to advertise for services in Cantonment and Century;

(2) Heard an offer of assistance from Commissioner Barry concerning signage on Highway 29 in Cantonment and Century;

(3) Was advised by Commissioner Robinson that Community Health Northwest Florida leases a building from him, so he will be required to abstain from voting on any related matters; and

(Continued)

4. Continued…

A. Continued…

(4) Upon inquiry from Commissioner May, was advised by Ms. Smiley that behavioral health and wellness are provided; all pediatric sites have a licensed clinical social worker who sits alongside the physician to offer crisis intervention, additional evaluations and assessments, family therapy, and group therapy; yoga classes are funded through a grant and offered at no cost to members of the community as a way to address pain and anxiety; and a MOU is being developed to provide HIV testing and prophylactics to those who fear they have been exposed and is expected to be deployed by July or August; and

B. Board Direction – None.

5. Local Option Sales Tax IV Plan

A. Board Discussion – The C/W discussed the Local Option Sales Tax IV Plan for years 2019 through 2021, as presented by Assistant County Administrator Amy Lovoy, and provided in hard copy, and:

(1) Was informed by Ms. Lovoy that:

(a) The 2018 figures were adopted last year and there are a lot of projects in the front end of the Local Option Sales Tax ("LOST") causing an imbalance in the front end, therefore a first-come-first-served mentality has been adopted to allocate funding out of reserves for those projects that are ready to proceed;

(b) There are just over two million dollars remaining to be allocated for the fiscal year, so any projects currently scheduled for 2018 that are not allocated will be moved into 2019; and

(c) There are some changes to the spreadsheet, as follows:

- There is a discretionary tab that currently contains two allocations: a $21,000 allocation by Commissioner Bergosh for the Beulah Academy of Science and a Board-approved pay-back to the ITS project by Commissioner Underhill; and

- The economic development tab now includes the PEDC allocation for $550,000 through the life of LOST for a total of $5.5 million;

(Continued)

5. Continued…

A. Continued…

(2) Reviewed the allocation for economic development LOST projects and made no change;

(3) Reviewed the allocation for Sheriff's Office LOST projects and added $250,000 as a placeholder in 2022 for design with the understanding that this will be readdressed at a later date;

(4) Reviewed the allocation for judicial LOST projects and made the following changes:

(a) The primary entrance renovation was moved to 2021; and

(b) Jury and audience affixed seating was moved to 2022;

(5) Reviewed the allocation for detention LOST projects and made no change;

(6) Reviewed the allocation for Parks and Recreation LOST projects and made no change;

(7) Reviewed the allocation for Natural Resources LOST projects and deleted the line item for ecotourism large ship acquisition, which had previously been zeroed out;

(8) Reviewed the allocation for Public Safety/Fire LOST projects and zeroed out the EMS ambulances/staff vehicles and water safety vehicles for years 2019, 2020, and 2021;

(9) Reviewed the allocation for Supervisor of Elections LOST projects and made no change;

(10) Reviewed the allocation for Neighborhood and Human Services LOST projects and made no change;

(11) Reviewed the allocation for Public Works/Drainage LOST projects and the Ferry Pass Drainage Zone 5 project was adjusted to $50,000 in 2022 and $900,000 in 2023;

(12) Reviewed the allocation for Public Works/Transportation LOST projects and made no change;

(Continued)

5. Continued…

A. Continued…

(13) Reviewed the allocation for Public Works/Resurfacing LOST projects and made no change; and

(14) Heard a request from Commissioner Underhill to see a workup of the budget with the 5% anticipated reserve amount carried forward each year; and

B. Board Direction – None.

Speaker(s):

Eric Haines
Sonya Daniel

6. Sports/Field House Project Location

A. The C/W heard a presentation from Jay Patel and the C/W:

(1) Was advised by Mr. Patel that:

(a) After speaking with each of the commissioners this week, it is clear everyone is not on the same page; everyone likes the concept and most agree that it should be located downtown;

(b) TRIUMPH is not likely to make an award in the event of a split Board decision; and

(c) 2,002 citizens have signed a petition requesting the project move forward;

(2) Was advised by Commissioner Robinson that the study showed that the value is in placing the center downtown and he cannot vote for a location not in downtown; at this point the only thing he thinks the full Board can get behind is the field house, and he believes there is a supermajority of support from most of the tourism industry for the field house; and in order to be successful at gaining TRIUMPH funding, the full Board will need to be in agreement;

(Continued)

6. Continued…

A. Continued…

(3) Was advised by Commissioner Barry that the TRIUMPH board appointed a sub-committee and will have an expert provide feedback about sports tourism; he can support theoretically the field house or the entire portion up around Brent Lane if that is what needed to make the funding work; and even with a successful TRIUMPH award, it appears it will take a fifth-cent or new market tax credits to make the project work financially;

(4) Was advised by Commissioner Underhill that he supports the field house emphatically and the $40 million price point, and it strikes him as a very good and more utilizable asset than the Bay Center; whatever is built needs to be a replacement of the Bay Center because the $1.3 million loss in funding the Bay Center needs to go toward the new facility; he is opposed to raising taxes for entertainment purposes; and he believes most users of the ice skating rink will utilize the new Gulf Breeze facility that is being planned; it comes down not to what individuals want, but what citizens are willing to vote for with the dollars they spend for their recreation; and there is no wellspring of public support;

(5) Was advised by Commissioner May that he is a big proponent of an arena and he likes the concept, but he doesn't think any location will work without the fifth cent; downtown is a great location, but it is also good to have development in blighted areas; TRIUMPH won't support the project unless all five commissioners are on board; and he won't make decisions without expert consultation in this area; and

(6) Was advised by Commissioner Bergosh that he supports moving forward with any plan that is viable and makes sense financially; he believes downtown would make the most sense; he likes the idea of replacing the Bay Center with an arena, events center, and field house; and he has seen a proposal to get 20 more years out of the Bay Center, so if there is no traction on this project, he will support fixing the Bay Center; and his vote is contingent upon TRIUMPH funding; and

B. Board Direction – None.

7. Progress Update on the New Correctional Facility

This agenda item was not discussed.

8. N.A.O.I.P. Northwest Florida, Commercial Development Outlying Property Along Fairfield Drive and Pace Boulevard

A. Board Discussion – The C/W:

(1) Was advised by Will Dunaway, Shareholder, Clark Partington, as a representative of the NAIOP (National Association for Industrial and Office Parks) group:

(a) NAIOP members represent those involved with the development of commercial real estate in Northwest Florida and Mr. Dunaway is here at the request of the County Administrator to provide information on what a commercial developer would go through in looking at the due diligence for a piece of property that they were looking to enhance and determine its highest and best use;

(b) Certain assumptions were provided for the analysis concerning the property located at Pace Boulevard and Fairfield Drive, in conjunction with all property owned by the County:

- Significant presence within the commercial corridor creating a de facto governmental center
- There is a need for a Boys and Girls Club in the area and the County has funds available for such
- The County has a commitment to the Sheriff for a new evidence warehouse facility with unique security issues
- The jail construction is being done with an expectation of future expansion
- The County is working to address the Englewood flooding issues
- This is a high-traffic commercial corridor with potential unique economic opportunities for the taxpayers
- There is an opportunity to expand and enhance to create the highest and best use for the property

(c) Loopnet indicates 180 square feet of vacant retail commercial property within a few hundred yards of the location, including 125,000 square feet of vacant space in Town and Country Plaza; the net rents in the area are $4 to $6 per square foot; new construction costs are significantly higher than the cost of rent; and the northwest corner adjacent to the former Homestead Restaurant is a vacant commercial property;

(Continued)

8. Continued…

A. Continued…

(1) Continued…

(d) If the market were to determine the future of this corner, then in the foreseeable future it would likely remain as-is; the commercial market is not going to change the corner without some type of action;

(e) NAIOP is not an organization that provides due diligence work, but they are strong advocates for commercial real estate development when properly planned, sustainable, and all due diligence is done;

(f) There are approximately 5.8 acres, including the property directly adjacent to the existing Auto Zone, and the jail facility design dictates some issues that a commercial developer would be concerned about, including:

- The entrance to the new jail is off of Pace Boulevard and the two parcels on either side would be in front of it
- A future planned increase of the jail to the south would utilize about an acre of parking that would need to be replaced
- The stormwater pond is designed to take into account all stormwater for the jail and the commercial corner
- If you split the parcels, you will have parking concerns and a master stormwater plan would be required

(g) There are many tools for attracting developers: providing stormwater, providing parking, providing cross-access easements, providing tax incentives or outright giving of the property;

(h) To determine the highest and best use of the land, the C/W must:

- Clarify the priorities and needs
- Do market surveys
- Get the ground truth on net rents
- Get the ground truth on new construction costs

(i) The highest and best use for commercial property in the downtown core wouldn't have dictated a YMCA, but because the YMCA was located in the area, other interest, activity, and foot traffic were generated, leading to other investments;

(Continued)

8. Continued…

A. Continued…

(1) Continued…

(j) The construction engineer provided an overview of what could possibly fit on the corner, which is understood to be a single five-acre parcel;

(2) Heard comments from Commissioner Robinson concerning potential incentives for development;

(3) Was advised by Commissioner Underhill that:

(a) Regarding the report issued by Beck Partners, which indicates a 3.3% vacancy rate county-wide for this type of retail; he has noticed that individuals are investing in the area fairly heavily right now; and his observations indicate rents are higher than $4 per square foot;

(b) A highest and best use analysis should be agnostic to the desires of the person who holds the property and should determine what the market says is the best way to maximize the property;

(c) Greatest public value is something to be determined by the C/W separately of determining highest and best use; and

(d) He believes if a request for letters of intent or letters of interest was put out to the development community, someone would respond with a plan for the property;

(4) Was advised by Commissioner May that:

(a) He is disappointed that the long-term goal of development as an economic impact area for the neighborhood to increase the capacity of small minority businesses was not taken into account and this is the most important public works project in his district; and

(b) He would like to see the same incentives as were provided to Navy Federal, the tech park, OLF8, and VT MAE;

(Continued)

8. Continued…

   A. Continued…

      (5) Was advised by County Administrator Jack Brown that the request was for NAIOP to come in and discuss the highest and best use of the corner; the flood plan includes the corner property and the Board has always been briefed that it would be necessary to come back and do the zoning or split the property based on how the property will be developed unless one person purchases the entire property; and

      (6) Was advised by Commissioner Robinson that there is a commercial need in the corridor, but the challenge has been the price point and the cost of new construction; the longer the property sits fallow, the worse off the County will be; and some incentive will be necessary to offset the price point relative to construction costs; and

   B. Board Direction – None.

9. CareerSource Escarosa Presentation

   A. Board Discussion – The C/W briefly discussed this agenda item, and agreed to discuss it further at a future Workshop; and

   B. Board Direction – None.

10. ECAT Adopt-a-Shelter Program

    This agenda item was not discussed.

11. MTM Transportation Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *MTM Transportation Update*, presented by Mike Crittenden, Mass Transit Director, and the C/W:

(1) Was advised by Mr. Crittenden that:

(a) A transportation services agreement was entered into with Medical Transportation Management ("MTM") in January of 2016; the County renegotiated rates in June of 2016; some of the rate structures under non-emergency medical transportation have been analyzed; and the County is subsidizing the program based on the rate currently paid to (Innovative Transport and Logisitics) Solutions ("ITL") and the rate actually recouped from MTM;

(b) Transportation is a small part of what MTM does for non-emergency medical or Medicaid services and they provide a list of clients to be picked up and transported to ITL on a daily basis and ITL provides the trips;

(c) ITL is currently paid $28.85 for each ambulatory trip and $40.72 for any wheelchair trip; the rates negotiated with MTM are $2.55 per mile for an ambulatory trip and $4.00 for a wheelchair;

(d) MTM is one of many private brokers throughout the country and one of several in the State of Florida that contracts directly with Agency for Healthcare Administration for the provision of Medicaid services, and they receive funds from the State to cover the trips;

(e) The County can continue subsidizing the program, enter negotiations to seek rates more comparable to what is provided, or discontinue the contract and contract directly with a different provider such as ITL; the recommendation is to renegotiate with MTM and if an agreement is not reached to give notice to terminate the contract;

(f) It was known at the time the contract with ITL was initiated that there would be cost overruns;

(g) There are some administrative and financial costs that ITL incurs, including background checks for every driver every 90 days; and

(Continued)

11. Continued…

A. Continued…

(1) Continued…

(h) ITL is compensated for no-shows, but the cost of no-shows cannot be recovered from MTM;

(2) Heard support from Commissioner Barry, Commissioner Bergosh, and Commissioner Robinson to renegotiate and terminate the contract if negotiations are not successful;

(3) Was advised by Commissioner Robinson that, to clarify, the cost of transporting someone is paid to ITL or the contractor; the MTM is an agency that has a contract with the State that pays the County, and they are paying a small fraction of the cost; and the function of MTM is to reimburse;

(4) Heard a recommendation from Commissioner Underhill to give Mr. Crittenden the maximum amount of authority possible within the law to renegotiate or change providers with two goals of maximizing the taxpayer's money and maximizing the experience for the rider;

(5) Heard a request from Commissioner May to learn more about MTM; and

(6) Was advised by Commissioner Underhill that his office has not received a single complaint since ITL came on board, in contrast with having received many in the past;

B. Board Direction – None.

12. Escambia County Minority Outreach Program

This agenda item was dropped and rescheduled to the next Committee of the Whole meeting.

13. Adjourn

Chairman Bergosh declared the C/W Workshop adjourned at 12:51 p.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION

JUNE 21, 2018
(9:08 a.m. – 10:34 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

1. FOR INFORMATION: The agenda for the June 21, 2018, Regular Board Meeting was reviewed as follows:

   A. Chairman Bergosh and Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda and Alison Rogers, County Attorney, reviewed Written Communication Items A and D;

   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. Alison Rogers, County Attorney, reviewed the County Attorney's Report;

   F. Commissioner Robinson reviewed his add-on item;

   G. Commissioner May reviewed his add-on items; and

   H. Chairman Bergosh reviewed his add-on item.

MINUTES OF THE GARY SANSING PUBLIC FORUM
AND REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

June 21, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
(Regular Board Meeting Only)
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

GARY SANSING PUBLIC FORUM

Chairman Bergosh called the Gary Sansing Public Forum to order at 4:33 p.m.

1. FOR INFORMATION: The Board heard comments from Barbara Mayall concerning a recommendation that citizens vet their political candidates and advocating for Beulah to get a town hall meeting.

2. FOR INFORMATION: The Board heard comments from the following individuals regarding the revitalization of Warrington and the Navy Boulevard Project:

   Linda Kennedy
   Margaret Hostetter
   Lee Anne Winchester
   James Tellefson
   Melissa Pino

3. FOR INFORMATION: The Board heard comments from Scott Mindrebo concerning a dispute regarding her property on Pale Moon Drive.

GARY SANSING PUBLIC FORUM – Continued

4. FOR INFORMATION: The Board heard comments from Theresa Blackwell regarding the future of OLF8 and requesting that the County get independent expertise on the project.

5. FOR INFORMATION: The Board heard comments from Vince Childers concerning a code enforcement lien against property left to himself and his siblings.

6. FOR INFORMATION: The Board heard comments from Benjamin Kinnard in support of the beach referendum on the Board's meeting agenda.

7. FOR INFORMATION: The Board heard comments from Mary Lynn Williams in favor of restoring the Community Redevelopment Agency lien program.

8. FOR INFORMATION: The Board heard comments from Kelly Moore concerning the revitalization of Warrington and in support of restoring the Community Redevelopment Agency lien program.

9. FOR INFORMATION: The Board heard comments from Teresa Hill regarding her perspective on the future of OLF8.

10. FOR INFORMATION: The Board heard comments from Dr. Gloria Horning concerning improper stormwater drainage and lack of regulation in the Tanyard neighborhood.

5:39 P.M. – PUBLIC FORUM ADJOURNED
5:57 P.M. – REGULAR BOARD MEETING CONVENED

REGULAR BCC AGENDA

1. Call to Order

   Chairman Bergosh called the Regular Meeting of the Board of County Commissioners to order at 5:57 p.m.

2. Invocation

   Pastor Freddie Tellis of Allen Chapel A.M.E. Church delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner May led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

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

Motion: To adopt, as amended	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	

5. Commissioner's Forum-

   A. District 2 – Commissioner Underhill advised that he will be meeting with the County Administrator, the Sheriff, and the Skipper of the base to discuss traffic issues at the back gate of NAS;

   B. District 4 – Commissioner Robinson sent condolences to the family of Randy Menge on his passing and expressed his gratitude to staff for the successful opening of the ferry service;

   C. District 5 – Commissioner Barry recognized the non-profit partner Feeding the Gulf Coast, sent congratulations to the Cantonment Improvement Committee for getting the program in place, and expressed his gratitude to County staff and North Escambia on keeping the public apprised of the status of bridge closures and re-openings in the area;

   D. District 3 – Commissioner May sent his condolences to the family of Randy Menge on his passing, expressed his thanks to staff, County Administrator Brown, and Commissioner Underhill for a successful town hall meeting, and expressed his gratitude to Leonard and Doreen Swartz, Ellison Bennett, and Admiral Leory on their contributions to civil rights; and

   E. District 1 – Commissioner Bergosh expressed his thanks to staff, the National Park Service, the Department of the Interior, Superintendent Dan Brown, the City, the mayor, the County, and Commissioner Robinson on the successful christening of the ferries and wished the service success.

6. Recommendation: That the Board ratify the duplicate Proclamation dated June 7, 2018, bestowing honor and gratitude upon the Military Order of the Purple Heart, Sharon Lane Chapter 566, and recognizing Escambia County as a "Purple Heart County in the State of Florida," [as] requested by Marvin R. Merillat, Escambia County's Veterans' Services Officer in the Human Resources Department.

Motion: To approve Items 6, 7, and Commissioner Robinson's Add-On Item	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

REGULAR BCC AGENDA – Continued

7. Recommendation: That the Board adopt the Proclamation recognizing and congratulating the Americans with Disabilities Act (ADA) for the 28th anniversary of its inception and passing into law.

Motion: To approve Items 6, 7, and Commissioner Robinson's Add-On Item	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): Carolyn Grawi	

8. Written Communication:

   A. February 23, 2018, communication from James Clay requesting Lien relief for property located at 6951 Otto Avenue.

      Recommendation: That the Board review and consider the Lien relief request made by James Clay, owner of property, against 6951 Otto Avenue.

      On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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

      Mr. Clay submitted a written request for Lien relief, which was processed. It was determined by the County Attorney's Office and County Administrator that Mr. Clay's request should be presented to the Board for review and consideration.

Motion: To waive the fines if the court costs of $550 and abatement fees of $965 are paid	
Made by: Commissioner May	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): James Clay	

REGULAR BCC AGENDA – Continued

8. Continued…

   B. May 18, 2018, communication from Fran Ogden regarding issues surrounding building permits granted for 5312 Pale Moon Drive.

      Following a meeting with staff on June 13, 2018, Fran Ogden submitted an Administrative Appeal Application to the Board of Adjustment. Her Appeal will be heard by the Board of Adjustment on July 18, 2018.

Motion: No Action Taken	
Made by: N/A	**Seconded:** N/A
Disposition: N/A	

   C. May 22, 2018, communication from Tina R. Welch requesting Lien relief for the State Housing Initiatives Partnership Program Lien for property located at 1412 North Green Street.

Motion: No Action Taken	
Made by: N/A	**Seconded:** N/A
Disposition: N/A	

   D. June 5, 2018, communication from Cynthia A. Shiver requesting that the Board rescind the Hold Harmless Agreement, pertaining to the construction of a seawall at 217 Thayer Avenue, which was approved by the Board at the December 14, 2017, Board of County Commissioners' Meeting.

Motion: To "direct the County Attorney to file a release of lien on this property"	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	

REGULAR BCC AGENDA – Continued

9. 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:

   A. The following four Public Hearings on the agenda:

      (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 10, 2018, for consideration of adopting an Ordinance authorizing a County-wide referendum to be held on the November 6, 2018, ballot concerning the appointment of Superintendent of Schools of Escambia County;

      (2) The 5:33 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 9, 2018, for consideration of the Fiscal Year 2018 Grant Application for Mass Transit Projects;

      (3) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 11, 2018, for consideration of adopting an Ordinance amending the 2030 Comprehensive Plan, to remove the fiscal year and adoption-specific dates from the Florida-Alabama Transportation Improvement Program, and to delete in its entirety, section FLU 1.5.2, Compact Development and Maximum Densities and Intensities; and

      (4) The 5:47 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 11, 2018, for consideration of adopting an Ordinance amending the Land Development Code, Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU, reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule June 18 – June 22, 2018,* as published in the *Pensacola News Journal* on June 16, 2018.

Motion: To waive the reading	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

REGULAR BCC AGENDA – Continued

10. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt an Ordinance [Number 2018-23] authorizing a County-wide referendum to be held on the November 6, 2018, ballot concerning the appointment of Superintendent of Schools of Escambia County.

Motion: To approve the recommendation	
Made by: Commissioner Barry	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Speaker(s): None	

11. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action regarding a Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue:

    A. Approve or deny the Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;

    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.

Motion: To drop this issue and not take it up until such time that civil court has made a determination with regard to the ownership of the property directly adjacent to the south	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Speaker(s): None	

REGULAR BCC AGENDA – Continued

12. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, take the following action concerning the Fiscal Year 2018 Grant Application for Federal Transit Administration (FTA) Section 5307 Funds for operating and capital expenses (Budgetary Impact – the Grant Application is for a total of $3,530,753; Operating Assistance of $2,500,000 requires a local 50% match of $2,500,000; Operating Assistance will be reimbursed at 50% up to the allowed maximum of $2,500,000; the local match is included in the Fiscal Year 2018 Budget; preventive maintenance, ADA [Americans with Disabilities Act] Paratransit Service, and Baldwin County funds require a 20% local match of $257,688, which will be covered by Florida Toll Revenue Credits):

    A. Rescind the Board's prior action of April 17, 2018, approving a Grant Application for Federal Assistance for Operating and Capital expenses in the amount of $1,618,179;

    B. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department for Fiscal Year 2018 Federal Assistance for Operating and Capital expenses in the amount of $3,530,753;

    C. After receiving comments at the Public Hearing, approve, or amend and approve, the Grant Application for Fiscal Year 2018 Federal Assistance for Operating and Capital expenses in the amount of $3,530,753;

    D. Affirm adoption of Resolution R2018-36 authorizing the Chairman and or County Administrator to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration;

    E. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System; and

Motion: To approve Items A through E	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Speaker(s): None	

CLERK & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. CONSENT AGENDA

1. Recommendation: 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 June 7, 2018; and

   B. Approve the Minutes of the Regular Board Meeting held June 7, 2018.

Motion: To approve the Clerk's Report	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried unanimously	

GROWTH MANAGEMENT REPORT – Horace Jones, Director, Development Services Department

I. PUBLIC HEARINGS

1. Recommendation: That the Board, at the 5:46 p.m. Public Hearing, review and adopt an Ordinance [Number 2018-24] amending the 2030 Comprehensive Plan, to remove the fiscal year and adoption-specific dates from the Florida-Alabama Transportation Improvement Program, under section OBJ CIE 1.2.5., and to delete in its entirety, section FLU [Future Land Use] 1.5.2, Compact Development and Maximum Densities and Intensities; this hearing serves as the second of two public hearings before the BCC.

Motion: To approve the recommendation	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Speaker(s): None	

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

2. Recommendation: That the Board, at the 5:47 p.m. Public Hearing, review and adopt an Ordinance [Number 2018-25] amending the Land Development Code, Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU (Future Land Use), reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning; this hearing serves as the second of two public hearings.

Motion: To approve the recommendation	
Made by: Commissioner May	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): None	

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board take the following action regarding the Walmart Foundation Grant correspondence letter:

   A. Approve the Walmart Foundation Grant correspondence letter; and

   B. Authorize the Chairman to sign the Walmart Foundation Grant correspondence letter.

Motion: To approve Consent Agenda Items 1 through 10, with the exception of Items 4 and 7, which were held for separate votes	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action regarding the Firehouse Subs Public Safety Foundation donation of seven Automatic External Defibrillators (AEDs):

   A. Authorize the acceptance of the AED donation from Firehouse Subs Public Safety Foundation, valued at approximately $9,914.14; and

   B. Authorize Whitney C. Lucas, Corrections Financial Manager, to complete the acceptance of the donation, distribute the AEDs within the County jail as planned, and complete any final Grant Award processes and documentation requirements, in compliance with Firehouse Subs Public Safety Foundation and Board policy.

Motion: To approve Consent Agenda Items 1 through 10, with the exception of Items 4 and 7, which were held for separate votes	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	

3. Recommendation: That the Board accept, for filing with the Board's Minutes, the May 17, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: To approve Consent Agenda Items 1 through 10, with the exception of Items 4 and 7, which were held for separate votes	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning the U.S. Department of Housing and Urban Development (HUD) Environmental Reviews for Continuum of Care Programs:

   A. Authorize the County to be the responsible entity for the HUD Environmental Reviews for Continuum of Care Programs;

   B. Authorize the Neighborhood Enterprise Division to complete these reviews; and

   C. Authorize the County Administrator to sign the HUD review documents.

Motion: To approve the recommendation	
Made by: Commissioner May	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
For Information: Commissioner Robinson disclosed that he has a relationship with Baptist Hospital and Escambia Community Health, but that he is not prevented from voting on this item.	

5. Recommendation: That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for a Fireworks Event to be held at Showalter Park in the Town of Century, specifically at the end of Kelly Field Road, with the fireworks display presented by Pyro Shows, Inc., on Saturday, June 30, 2018, from 9:00 p.m. to 9:30 p.m.

Motion: To approve Consent Agenda Items 1 through 10, with the exception of Items 4 and 7, which were held for separate votes	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	

6. Recommendation: That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the forms, with reason 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.

Motion: To approve Consent Agenda Items 1 through 10, with the exception of Items 4 and 7, which were held for separate votes	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action concerning the acceptance of the donation of a portion of a parcel of property for road right-of-way on North 57th Avenue from Michael Bennett and Emma Louise Bennett:

   A. Accept the property, via donation from Michael Bennett and Emma Louise Bennett, for road right-of-way on North 57th Avenue; and

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

Motion: To approve the recommendation	
Made by: Commissioner Barry	**Seconded:** Commissioner May
Disposition: Carried unanimously	

8. Recommendation: That the Board amend its action of June 7, 2018, CAR II-1, approving (5-0) the default on the purchase of County-owned real property located at 1313 West Jackson Street (Account #: 15-0740-000, Reference #: 00-0S-00-9060-072-063) to correct, due to scrivener's errors, all references to 1313 West Jackson Street to 3414 West Jackson Street, to correct the Account Number to #06-3986-000, and to correct the Reference Number to #33-2S-30-3300-009-262.

Motion: To approve Consent Agenda Items 1 through 10, with the exception of Items 4 and 7, which were held for separate votes	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	

9. Recommendation: That the Board accept, for information, the Public Disclosure of Interest Form, provided by MLC, L.L.C., an Alabama Limited Liability Company (a/k/a MLC, L.L.C. Florida), the owner of the three parcels to be acquired through the Defense Infrastructure Grant.

Motion: To approve Consent Agenda Items 1 through 10, with the exception of Items 4 and 7, which were held for separate votes	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

10. Recommendation: That the Board take the following action concerning the National Association of Counties (NACo) 2018 Credentials (Voting) Form:

    A. Designate Commissioner Lumon May, Vice Chairman, as Escambia County's Deligate; and

    B. Authorize the Chairman to sign the NACo 2018 Credentials (Voting) Identification form.

Motion: To approve Consent Agenda Items 1 through 10, with the exception of Items 4 and 7, which were held for separate votes	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Agreement for GPS Automatic Vehicle Loading System Options for Escambia County Area Transit with DoubleMap, Inc. (PD 13-14.057) (funds needed for this project are included in the Mass Transit Budget - Fund 104):

    A. Ratify Addendum #1 to the Agreement for GPS Automatic Vehicle Loading System Options Aps for Escambia County Area Transit (PD 13-14.057), extending the term of the Agreement through October 15, 2017; and

    B. Approve, and authorize the Chairman to sign, the Amendment to Agreement for GPS Automatic Vehicle Loading System Options APS for Escambia County Area Transit (PD 13-14.057), extending the term of the Agreement through October 15, 2018.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2018-65] which approves, and authorizes the County Administrator to sign, the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Agreement for Fiscal Year 2018/2019 (Funding: the Florida Commission for the Transportation Disadvantaged will provide $613,951; this Grant requires a 10% match; this amount, $68,217, is budgeted in Fund 104, Mass Transit Fund, Cost Center 211215).

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

3. Recommendation: That the Board take the following action concerning the Agreement for the Funding of Court Personnel between the First Judicial Circuit of Florida and Escambia County, Florida (the County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the $65 Court Fee according to Florida Statute 939.185(1)(a); whereas, the Court agrees to reimburse the County for salary and benefits not to exceed the amounts outlined in Exhibit “A” of the Agreement):

   A. Approve the Agreement for the Funding of Court Personnel between the First Judicial Circuit of Florida and Escambia County, Florida, for the existing Veterans Court Coordinator position, as outlined in Exhibit “A” of the Agreement; and

   B. Authorize the Chairman to sign the Agreement and any amendments, requests for payment, or other related documents as may be required.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board ratify the following June 21, 2018, 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 the Residential Rehab Grant Program Liens:

   A. Approving the following cancellations of 20 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
Henry H. and Grace B. Battle	1 Greve Court	$1,250
Angela M. Clark	301 Northwest Syrcle Drive	$1,272
Stella Dean	1034 Old Corry Field Road	$4,355
Dennis S. Hogg	103 Brandywine Road	$4,150
Erik Remo	117 Southeast Kalash Road	$2,275
Erik Remo	119 Southeast Kalash Road	$1,745
John E. and Kathleen K. Telhiard	311 Payne Road	$3,510
Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson	2801 West Jackson Street	$6,000
Susan M. Black	107 Lakewood Road	$2,827
Vickie Jenkins	737 Lakewood Road	$2,390
Jeffrey K. Higgins	301 Lakewood Road	$3,600
John R. Ryan	107 Payne Road	$3,466
Irma D. Speed	532 South 1st Street	$2,825
Patricia H. Gilbert	312 Greve Road	$5,147
Scott B. Keller	317 South Valencia Street	$5,117
Douglas K. and Cheryl A. Gibson	835 Polk Avenue	$4,496
Kim C. Horn	221 Northwest Syrcle Drive	$4,040
Leon C., Jr., and Deborah E. Mills	205 North Pinewood Lane	$5,125
Timothy H. Gibson	123 Southeast Kalash Road	$2,050
Britte Powers	106 Lakewood Road	$3,950

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

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board ratify the following June 21, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia Community Redevelopment Agency, concerning the Gulf Power Street Lighting Project Contracts (Funding: Fund 101, Restricted Fund, Cost Center 370104, and Fund 151, Brownsville Tax Increment Financing, Cost Center 370113):

   A. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule OS (PartI/II) on Old Gulf Beach Highway for $18,994.40;

   B. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule OS (PartI/II) within the Brownsville Redevelopment Area for $275,732.96; and

   C. Authorizing the Chairman or Vice Chairman to sign the Contracts.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

6. Recommendation: That the Board award a Purchase Order and authorize the County Administrator to sign a 48-month lease for a Ricoh Model MP C4504 digital copier system to RJ Young Company, Inc., for placement in the Brownsville Community Resource Center, for an annual amount of $1,447.68, plus cost per copy at $.0049 for black and white and $.045 for color, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106- Multi-Year Lease and Lease Purchase Agreements (Funding: Fund 101, Restricted Fund, Cost Center 370105, Community Center Rentals, Object Code 54401, Rentals and Leases).

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action concerning the Motorola Solutions, Inc., Change Order (CO) (Funding Source: Fund 001, General Fund, Cost Center 330403, Communications):

   A. Approve, and authorize the County Administrator to execute, the Change Order Number 1, adding funds for the P25 Maintenance Agreement for the Communications Division through the balance of the Fiscal Year, per the following:

Department:	Public Safety
Division:	Communication
Type:	Addition
Amount:	$102,374.52
Vendor:	Motorola Solutions, Inc.
Project Name:	N/A
Contract:	USC000015559
Purchase Order (PO) #:	180052
Change Order #:	1
Original Award Amount:	$365,127
Cumulative Amount of Change Orders through this CO:	$102,374.52
New PO Total:	$467,501.52

   B. Authorize the issuance of a Budget Amendment from the General Fund Reserves for Operating, in the amount of $51,188, in order to cover 50% of the shortage of funds necessary to complete Change Order #1, due to a Motorola Solutions, Inc., billing error; this is the amount due per the contract with Motorola Solutions, Inc.; however, they failed to send an invoice for this payment; the other 50% of funds are available in the current Fiscal Year 2017/2018 Communications Budget.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action concerning the Federally-Funded Subaward and Grant Agreement:

   A. Approve the State of Florida Division of Emergency Management, Federally-Funded Subaward and Grant Agreement, providing Escambia County Fire Rescue funding, in the amount of $51,390, through Grant Number EMW-2017-55-00061, for the Hazardous Materials Team; and

   B. Authorize the Chairman to sign the Agreement.

   The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

   "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement."

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

9. Recommendation: That the Board take the following action concerning the Contract Award for Design Services for Motley Court Gulley Improvements (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project 08EN0068, $75,265.74):

   A. Approve, and authorize the County Administrator to sign, the Agreement between Escambia County and HDR Engineering, Inc., per the terms and conditions of PD 17-18.040, Design Services for Motley Court Gulley Improvements, for a lump sum amount of $75,265.74; and

(Continued on Page 20)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

   B. Authorize the County Administrator, or designee, to sign United States Department of Agriculture Natural Resources Conservation Service Emergency Watershed Protection Program forms, subject to Legal review and sign-off, as necessary to finalize the Grant Funding Award, and any subsequent program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

10. Recommendation: That the Board adopt the Resolution [R2018-66] approving Supplemental Budget Amendment #134, Other Grants and Projects Fund (110), in the amount of $33,646, to recognize the remaining balance from the State of Florida Department of Environmental Protection G0409 Beach Haven/Boardwalk Grant and to appropriate these funds to be used for the Bayou Chico Stormwater Retrofit Project, which will provide funding to extend the Southwest Greenway elevated boardwalk along Jones Creek.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

11. Recommendation: That the Board adopt the Resolution [R2018-67] approving Supplemental Budget Amendment #136, General Fund (001), in the amount of $53,640, to recognize the Sheriff's off-duty officer, insurance proceeds, auto repairs, and miscellaneous reimbursements/fees, and to appropriate these funds into the Sheriff's Administrative Budget to offset operational expenses.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning default on the purchase of County-owned real property located at Red Cedar Street (Innerarity Island) (Account #: 10-4461-832, Reference #: 15-3S-320-2001-017-008); this parcel is located in District 2:

    A. Declare Irwin McCastle, the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between him and the County for the purchase of the County-owned parcel located at Red Cedar Street (Innerarity Island), for failure to close in the timeframe prescribed by the terms of the Contract;

    B. Retain the deposit made by Mr. McCastle, in the amount of $4,100, for the parcel located at Red Cedar Street (Innerarity Island); and

    C. Authorize the parcel to be re-advertised for sale at another auction.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

13. Recommendation: That the Board take the following action concerning two easements, located at 2853 Pine Forest Road, from David A. Farish; this property is located in Commission District 5 (Funding: 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):

    A. Accept the donation of a Drainage Easement (approximately 0.37 acres), located at 2853 Pine Forest Road, from David A. Farish, for drainage improvements;

    B. Accept the donation of a Temporary Construction Easement (approximately 0.50 acres), located at 2853 Pine Forest Road, from David A. Farish, for drainage improvements;

    C. Authorize the payment of documentary stamps, considering the property is being donated for governmental use 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;

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

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

E. 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.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

14. Recommendation: That the Board approve a 3-month renewal to AccuStaff for the 4th of [the] allowable 5 years of the toll staffing contract (Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401).

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

15. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Gulf Coast Environmental Contractors, Inc., per the terms and conditions of PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill, for a term of one year, with possible two additional one-year renewal terms; anticipated annual expenditure of $54,320 (Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401).

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board take the following action regarding the acquisition of the Beulah Volunteer Fire Department, Inc., property (approximately 6.02 acres, with 6,000-square-foot fire station building), located at 6400 West Nine Mile Road:

A. Re-authorize the purchase of the Beulah Volunteer Fire Department, Inc., property (approximately 6.02 acres, with 6,000-square-foot fire station building), located at 6400 West Nine Mile Road, for the purchase price of $300,000, which is the average of the two appraisals staff had performed, in accordance with the terms and conditions contained in the Contract for Sale and Purchase (the Board originally voted to purchase this property on December 10, 2015) (Funding Source: Fund 352, "Local Option Sales Tax II," Cost Center 330228, Object Code 56101, Project #09FS0021);

B. Approve, and authorize the Chairman to sign, subject to Legal review and signoff, the Contract for Sale and Purchase for the acquisition of the Beulah Volunteer Fire Department, Inc., property (approximately 6.02 acres, with 6,000-square-foot fire station building), located at 6400 West Nine Mile Road;

C. Acknowledge that a title insurance commitment obtained by the County revealed that a portion of this property is subject to a reverter in favor of Emerald County Utilities Authority (ECUA); a recommendation will go before the ECUA Board to release the reverter by a Quit Claim action to Escambia County to provide a clear title to the property; and

D. 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.

CHAIRMAN BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER MAY

Motion: To make the offer of $300,000 to buy the property and Items A through D	
Made by: Commissioner Bergosh	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	

COMMISSIONER MAY RELINQUISHED THE CHAIR TO CHAIRMAN BERGOSH

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board acknowledge, for the Official Record, Mayor Hayward's appointment of Patricia Barrington, Ph.D., to the West Florida Public Library Board of Governance, to serve a two-year term, effective March 1, 2018, through February 28, 2020.

Motion: To approve the recommendation	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried unanimously	

2. Recommendation: That the Board review and determine whether to provide $5,000 for a consent judgment for the property located at 200 West Winthrop Avenue, which has a Community Development Block Grant mortgage, or to provide a counter offer.

Motion: No Action Taken	
Made by: N/A	**Seconded:** N/A
Disposition: N/A	

3. Recommendation: That the Board approve the allocation of $7,500 of Law Enforcement Trust (LET) Funds to the Council on Aging of West Florida, Inc., per the requirements of Florida Statute 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018; upon approval of this funding allocation, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller (Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201).

Motion: To approve the recommendation	
Made by: Commissioner May	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	

4. Recommendation: That the Board approve granting a noise ordinance waiver to Sam's Fun City for all of their events being held in 2018.

Motion: No Action Taken	
Made by: N/A	**Seconded:** N/A
Disposition: N/A	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. Recommendation: That the Board take the following action concerning the Request for Proposal for Master Planning for OLF8.

Motion: No Action Taken	
Made by: N/A	**Seconded:** N/A
Disposition: N/A	

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following action concerning a Resolution supporting the "Art in the Court Project" and authorizing the acceptance of artwork donations from the Escambia-Santa Rosa Bar Foundation for display in the M.C. Blanchard Judicial Center:

   A. Adopt the Resolution [R2018-68] supporting the "Art in the Court Project" and authorizing the acceptance of artwork donated by the Escambia-Santa Rosa Bar Foundation for display in the M.C. Blanchard Judicial Center; and

   B. Authorize the Chairman to execute the Resolution.

Motion: To approve the recommendation	
Made by: Commissioner May	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Speaker(s): Robert Emmanuel	

2. Recommendation: That the Board take the following action concerning [the] proposed settlement between Escambia County and [the] Equal Employment Opportunity Commission (EEOC) (Administrative Complaint of Amanda Phillips), Case No: 425-2018-00430:

   A. Approve the proposed settlement with the Equal [Employment] Opportunity Commission; and

(Continued on Page 26)

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Continued…

B. Authorize the County Administrator to execute the proposed agreement with the EEOC, if approved by the Board.

Motion: No Action Taken	
Made by: N/A	**Seconded:** N/A
Disposition: N/A	

II. FOR DISCUSSION

1. Recommendation: That the Board discuss and determine whether to direct the County Attorney's Office to proceed with drafting any amendments to the Pensacola Dog Beach Ordinance based on the provided letter from the Santa Rosa Island Authority.

Motion: To "extend the dog park by 100 feet in each direction, but that it will still sunset in June of next year"	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

2. Recommendation: At the request of Commissioner Grover Robinson, that the Board consider approval of the provided Resolution [R2018-69] that no new private leaseholds shall be created and conveyed on any property on Santa Rosa Island owned by Escambia County and/or administered by the Santa Rosa Island Authority.

Motion: To approve the recommendation	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried unanimously	

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON, IV

1. Recommendation: That the Board adopt the following two Proclamations:

   A. The Proclamation recognizing and commending the Pensacola Jaycees Baseball Team for their peaceful and heroic breaking through of the 1955 racial barrier of segregation; and

   B. The Proclamation recognizing, commending, and congratulating both members of the 1955 Pensacola Jaycees and the production team of Ted Haddock, Strong Films Company, and Common Pictures Company, that produced "Long Time Coming."

Motion: To approve Items 6, 7, and Commissioner Robinson's Add-On Item	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): Admiral Leroy, Reverend Freddie Augustine	

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board take the following action concerning a funding allocation for the Gathering Awareness and Book Center (Funding: Fund 001, Discretionary, Cost Center 110101, Object Code 58201):

   A. Rescind the Board's action of June 7, 2018, Commissioner May's Add-On #1, approving $700 from Commissioner Lumon May's discretionary money for the Gathering Awareness and Book Center for the Kitra Matindavis' "A Peace…For You" Book Discussion and Signing event held on June 2, 2018; and

   B. Approve the funding allocation of $700 from Commissioner Lumon May's discretionary money for the Gathering Awareness and Book Center, which held an informal banquet on Saturday, May 26, 2018, at 6:00 p.m., entitled "The Community Working Together for the Next Generation," with Keynote Speaker, Dr. Phyllis A. Gray-Ray, Chairperson of the Department of Sociology and Criminal Justice, A & M University.

Motion: To approve Add-On Items 1 through 3, as amended to change the amount in Item 2 from $700 to $500	
Made by: Commissioner May	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	

ITEMS ADDED TO THE AGENDA – COMMISSIONER MAY – Continued

2. Recommendation: That the Board approve the funding allocation of $700 from Commissioner Lumon May's discretionary money for the Survivors of Substance Abuse 9th Annual Celebration Event that will be held Sunday, July 22, 2018, at the Waterfront Rescue Mission (Funding: Fund 001, Discretionary, Cost Center 110101, Object Code 58201).

Motion: To approve Add-On Items 1 through 3, as amended to change the amount in Item 2 from $700 to $500	
Made by: Commissioner May	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	

3. Recommendation: That the Board approve the funding allocation of $1,000 from Commissioner Lumon May's discretionary money for the Council on Aging of West Florida's Senior Chill Out event held on Friday, June 15, 2018 (Funding: Fund 001, Discretionary, Cost Center 110101, Object Code 58201).

Motion: To approve Add-On Items 1 through 3, as amended to change the amount in Item 2 from $700 to $500	
Made by: Commissioner May	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board take the following action concerning placing a referendum on the November 6, 2018, General Election regarding the issue of public versus private ownership of Santa Rosa Island:

   A. Direct the County Attorney's Office to draft an Ordinance placing referendum language, similar to the provided, on the general election ballot, as requested by the Save Our Beaches representatives, with the results of the referendum to be considered binding on the Board of County Commissioners; and

   B. Schedule a public hearing on Thursday, August 2, 2018, at 5:31 p.m., to consider adopting an Ordinance authorizing a County-wide referendum to be held November 6, 2018.

(Continued on Page 29)

ITEMS ADDED TO THE AGENDA – COMMISSIONER BERGOSH – Continued

1. Continued…

Motion: To approve placing on the ballot for November 6, 2018, the following language, bringing it back as an Ordinance at a Public Hearing on August 2, 2018, at 5:31 p.m., and authorizing the County Attorney to adjust the language with citizen input: On June 21, 2018, the Escambia County Board of County Commissioners adopted a policy to prohibit any privatization through sale or lease of currently unleased properties, especially conservation and preservation properties on Santa Rosa Island. The resolution also confirms the County has no current position on fee simple. Do you support this Escambia County policy? ___ Yes, I support the Escambia BCC policy ___ No, I oppose the Escambia BCC policy	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Speaker(s): Byron Keesler, Liz Hewson, Rhonda Dorfman, Neil Dorfman, Boyce White, Lilly Eubanks	
For Information: The Board discussed its intention of having two public hearings in August to consider the Ordinance.	

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Regular Meeting of the Board of County Commissioners adjourned at 7:31 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: July 5, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14375 **Growth Management Report 12. 1.**
BCC Regular Meeting
Meeting Date: 07/05/2018
Issue: Review of Rezoning Case Heard by the Planning Board on June 5, 2018
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on June 5, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on June 5, 2018

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2018-06 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	**Z-2018-06**
Address:	15 Herman Street
Property Reference No.:	05-2S-30-1002-000-033
Property Size:	1.04 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	Com, Commercial
Commissioner District:	3
Requested by:	Wiley C. "Buddy" Page, Agent for Raymond and Sylvia Ward, Owners

Planning Board Recommendation:	Approval
Speakers:	Wiley C. "Buddy" Page, Larry Downs, Jr.

BACKGROUND:

The above case was owner initiated and heard at the June 5, 2018, Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The case under review is presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2018-06

Z-2018-06

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2018-06
Applicant: Wiley C. "Buddy" Page, Agent for Raymond and Sylvia Ward, Owners

Address: 15 Herman Street

Property size: 1.04 (+/-) acres
From: HDMU, High Density Mixed-use district (25 du/acre)

To: HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 5th day of June 2018, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
TIM PYLE, Chair — District 2
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE — Assistant County Attorney
HORACE JONES, DIRECTOR
KAYLA MEADOR
JUAN LEMOS
JON FISHER

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P R O C E E D I N G S

THE ACTING CHAIRMAN: This meeting of the Escambia County Planning Board is hereby called to order, with five members, indicating a quorum.

(Planning Board staff duly sworn.)

THE ACTING CHAIRMAN: The board has been previously qualified to offer expert testimony in the area of land use and planning.

Does anyone have any questions regarding his or her or their qualifications and ability to offer expert testimony?

(No response.)

THE ACTING CHAIRMAN: None being heard, today's agenda we have, I believe, one item in rezoning.

The Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications.

These hearings are quasi-judicial in nature. Quasi-judicial hearings are like evidentiary hearings in a court of law, however, less formal.

All testimony will be given under oath, and anyone testifying before the Planning Board may be subject to cross-examination.

All documents and exhibits that the Planning Board considers will be entered into evidence, made part of the record.

Opinion testimony will be limited to experts, and closing arguments will be limited to the evidence in the record.

Before making the decision, the Planning Board will consider the relevant testimony, exhibits entered into evidence, and the applicable law.

Each individual who wishes to address the Planning Board must complete a speaker request form and submit it to the Planning Board clerk, these pink forms. All right. These forms are on the table in the back of the boardroom. You will not be allowed to speak until we receive a completed form.

Please note that only those individuals who are present and give testimony on the record at this hearing before the Planning Board will be allowed to speak at the subsequent hearing before the Board of County Commissioners.

No new evidence can be presented at the BCC meeting. Therefore, all testimony and evidence must be presented today.

The Planning Board will provide a recommendation for each rezoning request to the Board of County Commissioners, which will review testimony, documents and exhibits, and consider the closing arguments, and make a final decision.

All decisions by the BCC are final. Anyone who wishes to seek judicial review of the decision of the BCC must do so in a court of competent jurisdiction within 30 days of the date the BCC approves or rejects the recommended order of the Planning Board.

All written or oral communications outside of this hearing with the members of the Planning Board regarding matters under consideration today are considered ex parte communications.

Ex parte communications are presumed prejudicial under Florida law and must be disclosed as provided in BCC Resolution Number 96-13.

As each case is heard, the Chair will ask that any board member who has been involved in

any ex parte communications please identify themselves and describe the communications.

I guess we can start down at the end here.

MR. OPALENIK: No to all.

MR. GRAY: And no to all.

THE ACTING CHAIRMAN: Myself, no to all as well.

MR. INGWELL: No to all.

MR. RUSHING: And no to all.

(Explanation of approval conditions, and procedures at the quasi-judicial hearing.)

THE ACTING CHAIRMAN: We have one case to be heard today.

And I believe the first rezoning application is for Case Z-2018-06. And this is a request to change from HDMU to HC/LI-NA.

And we've already asked if members of the board have any ex parte. Little out of sequence. How about that? I had also asked if you've also visited the property, which everyone answered to.

Staff, was notice of the hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

THE ACTING CHAIRMAN: Was notice of the

hearing posted on the subject property?

MS. MEADOR: Yes, sir.

THE ACTING CHAIRMAN: Staff, as long as Mr. Page doesn't mind, you can present the maps and photographs of this case.

MR. LEMOS: Good morning, board members.

Juan Lemos, Development Services Planner.

Again, this is rezoning Case 2018-06, from HDMU to HC/LI-NA.

This is the location, the general location, a map for the parcel.

You're familiar with these areas just right across the street on the east side of Palafox.

This is the 500-foot zoning for the property and the surrounding properties.

The future land use map for the parcel is currently commercial.

And while I'm at this map, I will ask -- This map was not included in the packet, like it usually is. We always do the existing land uses.

We just didn't get a chance to include this map, so I would ask that the board approve us to add these as part of the -- of the legal

packet to go forward with this rezoning.

This is the existing land use for the property and the surrounding properties.

The aerial photograph of the site in question.

And this is -- This parcel is located under the Palafox Community Redevelopment Area.

This is our public hearing sign on site.

This is looking north across Herman Street from the subject property.

This is looking towards the northeast, again from Herman Street.

Looking northeast onto Herman Street.

Looking northwest across from Herman Street.

Looking towards the southeast from Herman Street onto the actual property.

And looking southeast from Herman Street onto the actual property again.

Looking towards the southwest towards the main building entrance off Herman Street for the property.

Looking southwest from Herman Street towards the Palafox intersection.

Looking southwest onto Herman Street.

And that concludes the photographs and maps for the rezoning case.

THE ACTING CHAIRMAN: For the additional map, do we need to recognize that we . . .

MR. LEMOS: Yes, sir, if you would, please.

THE ACTING CHAIRMAN: Is there any objection from the board?

MR. GRAY: No. I believe -- Do we need to make a motion to recognize it?

MS. CRAWFORD: You can make motion to accept it.

THE ACTING CHAIRMAN: Do we have a motion to accept that extra map into the package?

MR. GRAY: Yeah.

MR. INGWELL: Second.

THE ACTING CHAIRMAN: All those in favor, say "aye."

(Chorus of "ayes.")

THE ACTING CHAIRMAN: Any opposed say "nay."

(No response.)

THE ACTING CHAIRMAN: Motion passes. So that's fine.

MR. GRAY: Mr. Chairman.

THE ACTING CHAIRMAN: Yes, sir.

MR. GRAY: Can we look back at the -- Let's go back a couple slides, if we can, please. I'll tell you when to stop, if you can. I'm sorry. Go forward. I'm sorry. I didn't know where we were in the place. Oh, right here. So we talked about that, the mixed-use, and the suburban that's right adjacent. And how this is in a . . .

MR. LEMOS: Can you show me the . . . And I'm going to move you off from this map for a second. Can you show us the existing land use map, please?

MR. GRAY: It's a church.

MR. LEMOS: Correct.

MR. GRAY: I suppose.

MR. LEMOS: Yes, it is. I mean, you're going to ask me how did we end up with that mixed-use urban from there. Let me see the zoning district again, Ms. Kayla, please.

MR. GRAY: So it's a split parcel.

MR. LEMOS: So I am going to only assume that when we did the change -- when we adopted

the new zoning district, because it was a split zoning parcel that went with the mixed-use future land use category because it was a mixed-use future land use category. See, that's a good question.

MR. GRAY: Okay.

MR. LEMOS: It has been there, so I'm going to assume because it's a church that they never really wanted to make that compatible with the existing zoning districts underneath or make the zoning districts compatible with the future land use designation for that parcel.

MR. GRAY: It stood out, so I thought I would ask. Thank you, Mr. Chairman, for that clarification. Thank you, Mr. Lemos.

THE ACTING CHAIRMAN: Mr. Page, come forward.

WILEY C. "BUDDY" PAGE, upon being duly sworn, was examined and testified as follows:

THE ACTING CHAIRMAN: Please state your full name and address for the record.

MR. PAGE: Mr. Chairman, Buddy Page, Professional Growth Management Services, 5337 Hamilton Lane in Pace.

THE ACTING CHAIRMAN: And have you received a copy of the rezoning hearing package with the findings of fact?

MR. PAGE: Yes.

THE ACTING CHAIRMAN: And you understand that you have the burden of providing by substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan; furthers the goals, objectives and policies of the Comprehensive Plan; and is not in conflict with any portion of the county's Land Development Code?

MR. PAGE: I do.

THE ACTING CHAIRMAN: Please proceed, sir.

MR. PAGE: Thank you, Mr. Chairman. Planning Board, the request before you this morning is an effort to try to correct the zoning categories that were established in this area sometime back that always seemed to go around this particular piece of property and limit it to a different category than what it actually was being used for.

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By way of background, the Ward property and Ward Construction Company -- They built this building in 1966. And they've been continuously occupying that building and using it for their construction activities since that period of time.

Mr. Ward has retired, has a buyer that's interested in buying it. It was only at that point that he decided to try to correct always being left out and not included in the line of heavy industrial -- or heavy commercial and light industrial. So we're trying to correct that, Mr. Chairman, here before you this morning.

In terms of the consistency with the rules and regulations that have just been displayed, Mr. Chairman, Criteria A and B, we find that the staff finds that we are consistent with that.

I would note, though, under Criteria B, several items in terms of the findings say the proposed amendment could be consistent with the Land Development Code.

And it goes on to say that the applicant had not provided a compatibility analysis addressed to the locational criteria.

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We felt like, in looking at the uses all the way around the property, with the exception of the church, that it's been compatible since 1966.

And also, as far as a locational criteria, it now faces a roadway, which basically, once you drive into the property on Herman, and you get to the end of the Ward property, everything from there to the reclaimed property to the rear that EPA wound up giving to the Corps of Engineers that wound up giving it to Escambia County, that roadway is no longer a residential roadway at all. It's the only way in and out for Mr. Ward to his piece of property and has been since 1966.

In terms of compatibility, still on Criteria B, I would direct your attention to Criteria C, which says, "Compatibility with surrounding uses," when the findings of the staff in the very first sentence says that the proposed amendment is compatible with surrounding uses in the area.

And appropriate for spot zoning. The staff indicates that the district could be brought into an existing use in conformance with

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the Land Development Code. With this action this morning, we certainly, Mr. Chairman, would concur with that.

And finally, Criteria E, appropriate with changed or changing conditions. This area, for those of us who have lived in Pensacola just about all of our lives, this has been an industrial area, is today and probably will be for the foreseeable future.

Not only is this site heavy commercial and light industrial, but if you look right to the north of it, there is an operation there that grinds countertops for kitchens and what have you, a fairly heavy operation, especially with the trucks that bring in the marble and the granite, and so forth, across the street.

So it is -- it is appropriate, Mr. Chairman, that we ask for the board's consideration to change this. This has always been overlooked and omitted from the maps. To make it correct and consistent, we'd ask for the Planning Board's consideration in that request, Mr. Chairman.

THE ACTING CHAIRMAN: Okay. Staff's presentation.

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MR. LEMOS: Again, Juan Lemos, Development Services Planner.

On the criteria for the findings, the proposed amendment to HC/LI-NA is consistent with the intent and purpose of the future land use category commercial, as stated in Comprehensive Plan Policy Future Land Use 1.3.1.

The Comprehensive Plan allows for professional offices, light industrial, recreation facilities, and public and civic.

The parcel will utilize the existing public road utilities and infrastructure.

Under Criteria B, the proposed amendment could be consistent with the intent and purpose of the Land Development Code.

The staff realizes that the parcel is located on a local road and does not meet the locational criteria, as stated in LDC 3-2.11 (e).

However, this is an existing commercial operation. In observing the area, there are other commercial operations in the immediate vicinity. See the map provided by the applicant. As well as some vacant parcels.

The applicant has not provided a

compatibility analysis at -- locational criteria. There are no plans at this time. The county's in discussion for a future master plan in this area.

The parcel is located in the Palafox Overlay that has building and setback requirements that will need to be addressed at the time of any future developments. See comments provided by the CRA Department.

The Transportation and Traffic Operations Department has provided a letter stating that there are no ongoing projects in the area.

Criterion C, the proposed amendment is compatible with the surrounding existing uses in the area.

Within the 500-foot radius impact area, staff observed properties with some districts HDMU and HC/LI.

Within the parcel area, there is a church, commercial business; and the majority of parcels within the 500-foot impact area are owned by Escambia County and currently listed by the Property Appraiser as vacant residential.

The change to HC/LI will be compatible with the future and proposed uses in this

commercial area.

Any new development will go through the site plan review process and must meet all LDC requirements for buffering, setbacks, access and stormwater, as well as other code requirements that may apply.

Under Criterion D, the request to rezone to HC/LI district will bring the existing use into conformance with the LDC, and the majority of the area which will shift from the transitional residential to commercial, in character with the future proposal of master plan.

Under Criterion E, the land uses or development conditions within the area surrounding the property have changed. The parcel was originally applied, it was a residential subdivision.

The county is now in possession of the vacant parcels and is pursuing a commercial master plan for the area.

And that concludes the staff findings.

THE ACTING CHAIRMAN: Very good.

We have one speaker.

Mr. Larry Downs, you may come up.

MR. DOWNS: Yes.

LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows:

THE ACTING CHAIRMAN: Please state your name and your address, please, for the record.

MR. DOWNS: Larry Downs, Jr., 12156 Havburg Drive, Pensacola, Florida.

I want to encourage y'all, as a citizen of this county, to approve this land-use coding from HDMU to the HC/LI.

From what I understand, it didn't even used to be HC/LI until like 2014 or '15, when y'all rezoned many areas.

I believe that if the Wards hadn't of been busy trying to make a living and work around all this government overreach, they would have been up here and they would have received HC/LI.

Made their case and said, "Hey, we've been an industrial area for -- since 1967," or whatever it is. And I believe at that time it would have been granted to them.

But because they're busy, like everybody else, they just get mapped over with whatever

y'all deem to be appropriate use of people's property.

So in light of that -- And I'm bringing that to y'all's attention because I believe y'all -- y'all understand that. Y'all understand that they would have had this. It would have already been granted to them. It would have never -- They would have never been without it.

And now that they're, you know, ready to retire, that's part of their retirement in the private sector. That's what you get. You don't get pensions, like government employees do. Your retirement is what you created, what you built, despite government overreach.

So if y'all deny them their correct use of their property, you're basically denying them part of their retirement, if not all of it. And that's wrong. It's against the 14th Amendment. And other surrounding properties have the same use. Don't deny these people their rights. Thank you.

THE ACTING CHAIRMAN: Board members, do you have any questions for the applicant, staff, or the members of the public?

(No response.)
THE ACTING CHAIRMAN: Anything further from staff?
MR. LEMOS: No, sir.
THE ACTING CHAIRMAN: Mr. Page?
MR. PAGE: No, sir.
THE ACTING CHAIRMAN: If not, I'll entertain a motion.
MR. INGWELL: I'll make a motion to recommend approval.
MR. GRAY: I'll second that motion.
THE ACTING CHAIRMAN: I have a recommendation and a second.
All those in favor, please signify by saying "aye."
(Chorus of "ayes.")
THE ACTING CHAIRMAN: Any opposed, "nay."
(No response.)
THE ACTING CHAIRMAN: The rezoning is approved.
MR. RUSHING: Do we need to address the possible . . . It may . . . I think it was Section B that said that it may be consistent. Do we need to . . . I'm looking for, I guess, the lawyer.

Do we need to say anything about it? I mean, it basically says "would be consistent," but then goes on to say, you know, how -- we're redeveloping it.
So does that need to be addressed at all?
MS. CRAWFORD: Sure. Briefly, my understanding is that from Mr. Lemos, that "could be consistent" would occur at the time of the development review process and applicant is able to show -- You know, in the event they do not meet the locational criteria, there are a number of factors, that if they can show they meet those or are otherwise compatible, then the Planning Director can issue a development order.
So if that's not correct, I would ask Mr. Lemos to interject, but I believe that's the intent of the statement and that would be what the code allows.
THE ACTING CHAIRMAN: I think, with our passing of it without any opposition speaks to the -- You know, I would assume that the church may be present or somebody else, if they were opposed to it, but apparently they're not. I think that kind of addresses it.
MR. RUSHING: Okay. I just want to make

sure it doesn't come back later and bite us on it.
MR. GRAY: Can I also assume that the church hasn't had an issue with the operation that's continued since what? 1960-something. You know, churches operate usually one day to two days a week. And it's not been a major interference and not been a major -- The market hasn't derived any issues. And I think that these are going to be compatible together.
THE ACTING CHAIRMAN: All right. With that, we will adjourn the quasi-judicial meeting.
(Hearing concluded at 9:00 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.
I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date:	06/05/2018
CASE :	Z-2018-06
APPLICANT:	Wiley C. "Buddy" Page, Agent for Raymond & Sylvia Ward, Owners
ADDRESS:	15 Herman Street
PROPERTY REF. NO.:	05-2S-30-1002-000-033
FUTURE LAND USE:	Com, Commercial
DISTRICT:	3
OVERLAY DISTRICT:	Palafox Redevelopment
BCC MEETING DATE:	07/05/2018

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDMU, High Density Mixed-use district (25 du/acre)

TO: HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its

adoption.

CPP FLU 1.3.1 Future Land Use Categories. The Commercial (C) Future Land Use (FLU) category is intended 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 include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.
CPP 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).

FINDINGS
The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of Future Land Use category Commercial as stated in CPP FLU 1.3.1. The Comprehensive Plan allows for professional offices, light industrial, recreational facilities, public and civic. The parcel will utilize the existing public road, utilities, and infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with The Land Development Code
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

LDC 3-1.6 Compatibility
(a) Generally, Zoning districts provide the primary means to establish and maintain the necessary balance between the needs and interests of different land uses, allowing neighboring uses to coexist successfully in a stable fashion over time, protecting the investments in each. Although zoning separates generally incompatible development, inclusion as a permitted use within a district does not alone ensure compatibility with other district uses.

Sec. 3-2.9 HDMU, High density mixed use
(a) Purpose. The High Density Mixed-use (HDMU) 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.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) 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.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions.
See also conditional uses in this district.

(2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.
b. Child care facilities.
c. Hotels, motels and all other public lodging, including boarding and rooming houses.
d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.
e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
f. Rental of automobiles, trucks, utility trailers and recreational vehicles.
g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.
h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.
i. Taxi and limousine service

(4) Public and civic.

a.Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities.
Carnival-type amusements shall be at least 500 feet from any residential district.
Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or
ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking,bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

(6) Industrial and related.

a.Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and
manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels. See also conditional uses in this district.

(8) Other uses.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.
b. Building or construction trades shops and warehouses, including on-site outside storage.
c. Bus leasing and rental facilities.
d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.
e. Outdoor adjacent display of plants by garden shops and nurseries.
f. Outdoor sales.
g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair,overhaul or salvage activities.
h. Parking garages and lots, commercial.
i. Sales and outdoor display of prefabricated storage sheds.
j. Self-storage facilities, including vehicle rental as an accessory use.

(2) HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

LDC 3-2.11(e)Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.
(2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:
a.Not abutting a RR, LDR or MDR zoning district
b.Any intrusion into a recorded residential subdivision is limited to a corner lot
c.A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership
patterns, and site and street characteristics.
d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
e.Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill

development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

Sec. 3-3.6 Palafox Overlay (Pfox-OL).

(a) Purpose. The Palafox Overlay (Pfox-OL) district establishes supplemental land use regulations to support the objectives of the adopted Palafox area community redevelopment plan. The intent of the additional land use controls is to enhance the character of an area undergoing revitalization and support a mix of commercial, industrial, and residential uses within the Palafox area.

FINDINGS

The proposed amendment **could be consistent** with the intent and purpose of the Land Development Code. Staff realizes the parcel is located on a local road and does not meet the locational criteria as stated in LDC 3-2.11(e), however, this is an existing commercial operation and observing the area there are other commercial operations in the immediate vicinity (see map provided by applicant) as well as some vacant parcels. The applicant has not provided a compatibility analysis addressing the locational criteria. Although there is not a plan at this time, the County is in discussions for a future Master Plan in this area. The parcel is located in the Palafox Overlay that have building and setback requirements that will need to be addressed at the time of any future developments. See comments provided by the CRA department. The Transportation and Traffic Operations has provided a letter stating there is no ongoing projects in the area, (see letter provided).

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts HDMU and HC/LI, Within the parcel area, there is a church, commercial business, and the majority of parcels within the 500' impact area are owned by Escambia County and currently listed by the Property Appraiser as vacant residential. The change to HC/LI would be compatible with the existing and proposed uses in this commercial area. Any new development will go through the Site Plan Review Process and must meet all LDC requirements for buffering,

setbacks, access and stormwater as well as other code requirements that may apply.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning

Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development.*

FINDINGS

The request to rezone to HC/LI district would bring the existing use into conformance with the LDC and the majority of the area, which would shift from the transitional residential to commercial in character with a future proposal of a master plan.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions

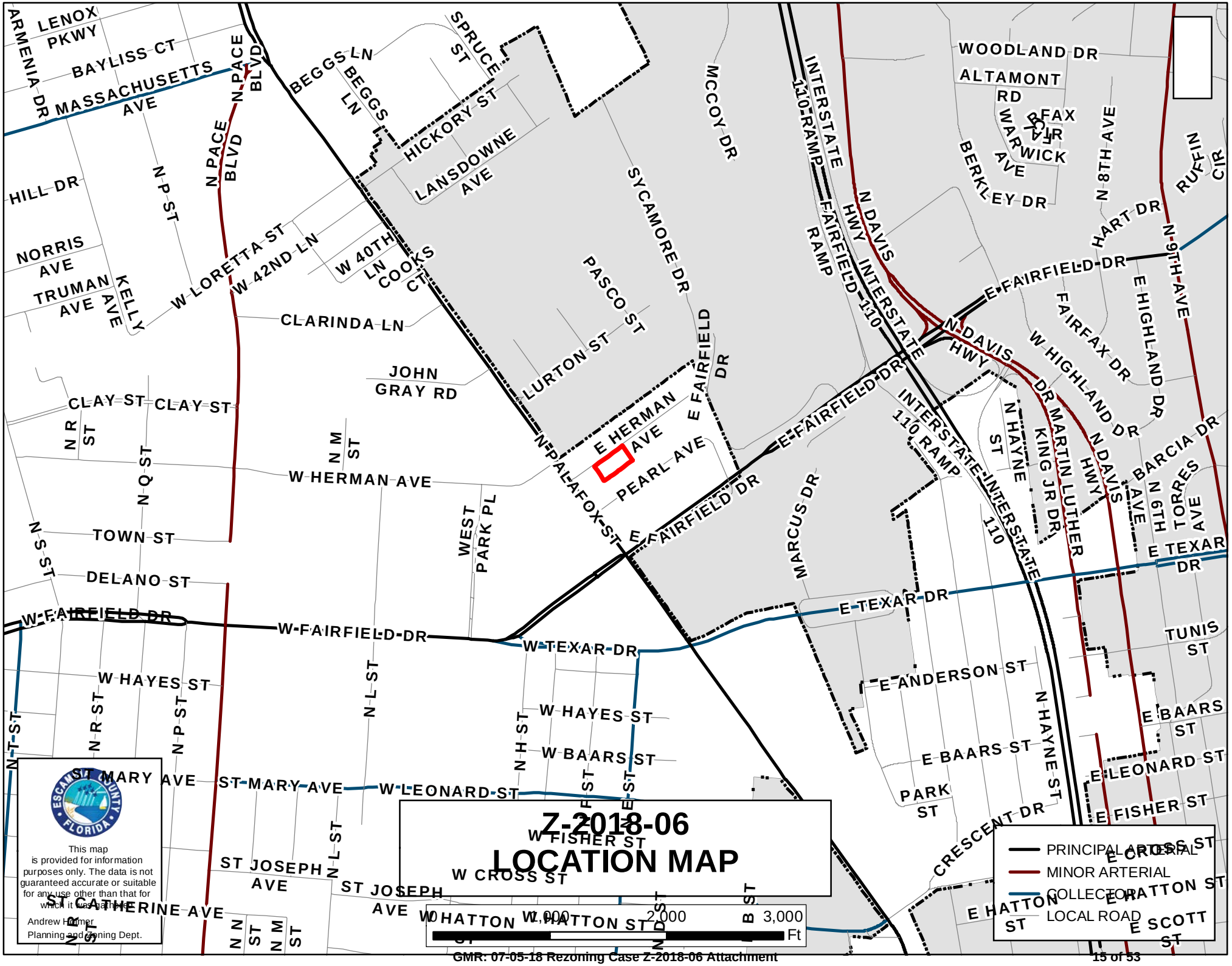
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

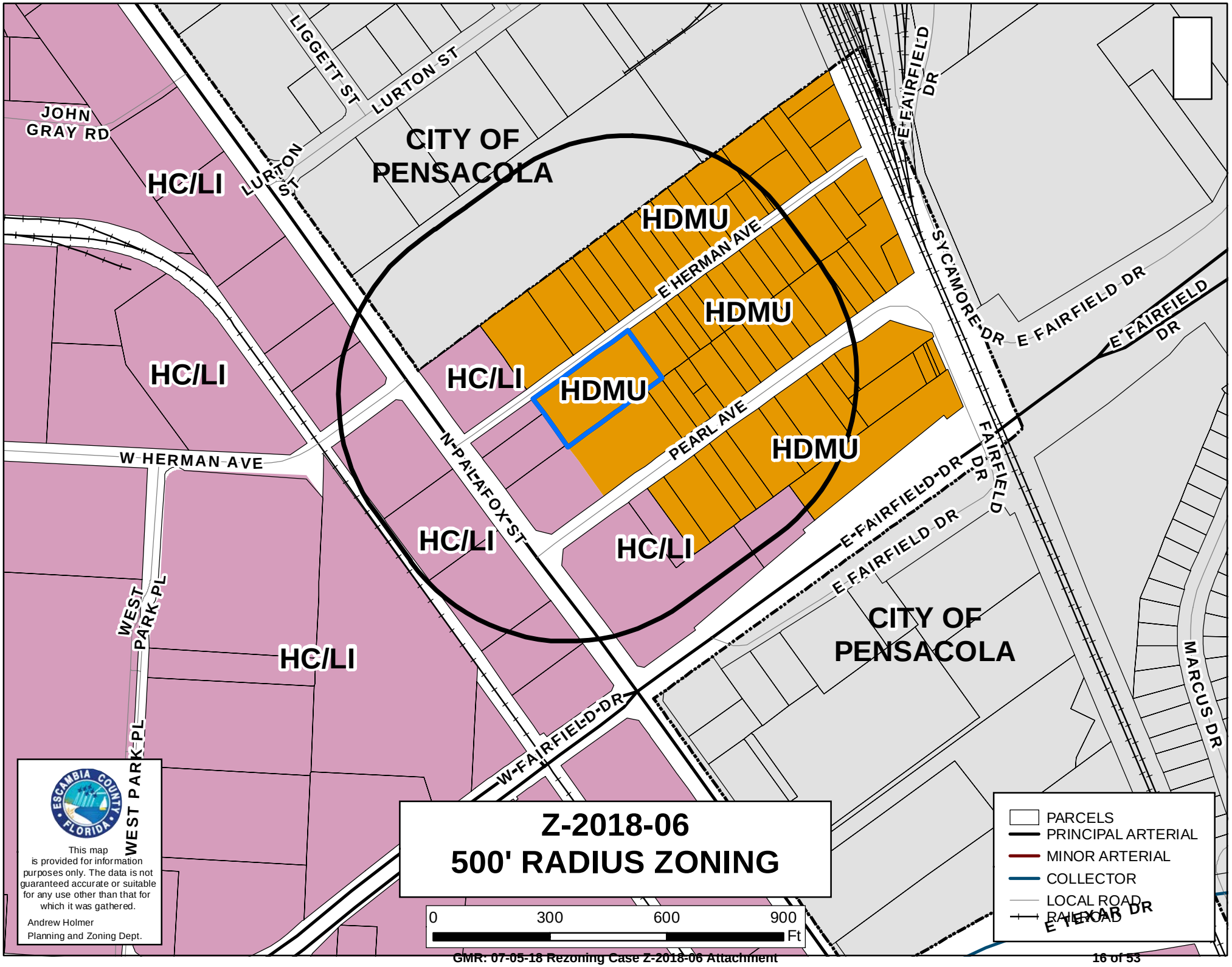
FINDINGS

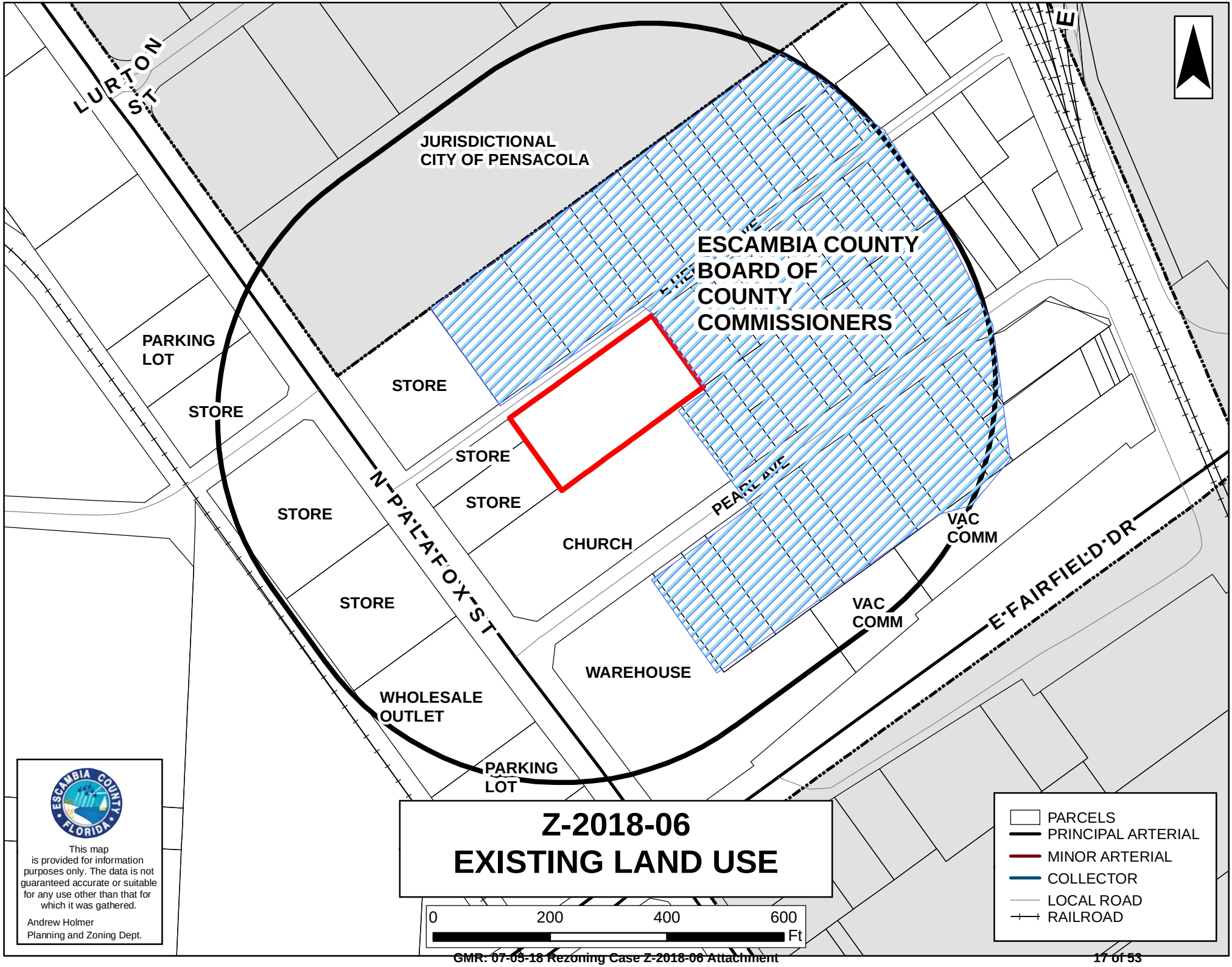
The land uses or development conditions within the area surrounding the property **have** or are changing. The parcel was originally a platted residential subdivision. The County is now in possession of the vacant parcels and is pursuing a commercial master plan for the area.

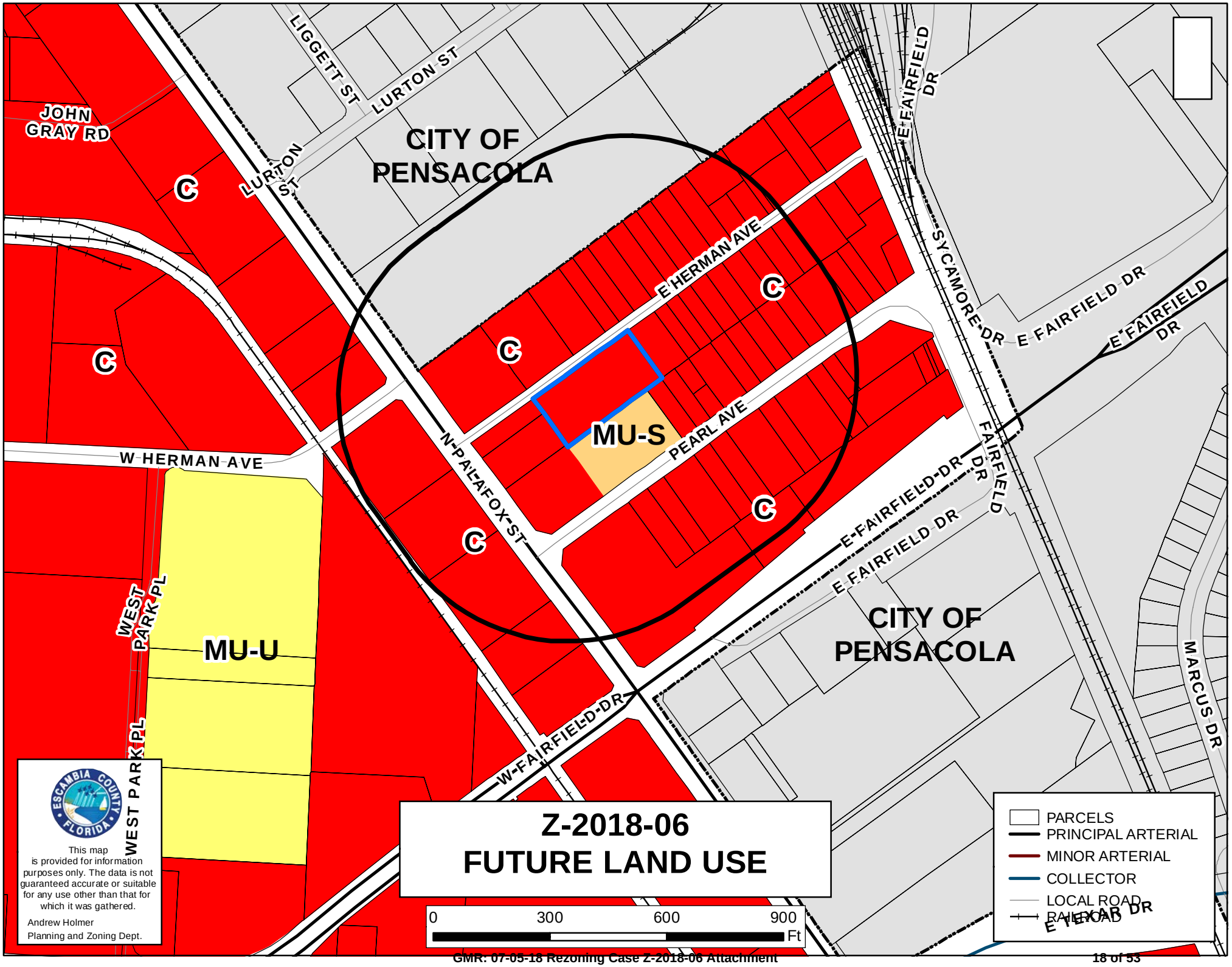
Attachments

Working Case File

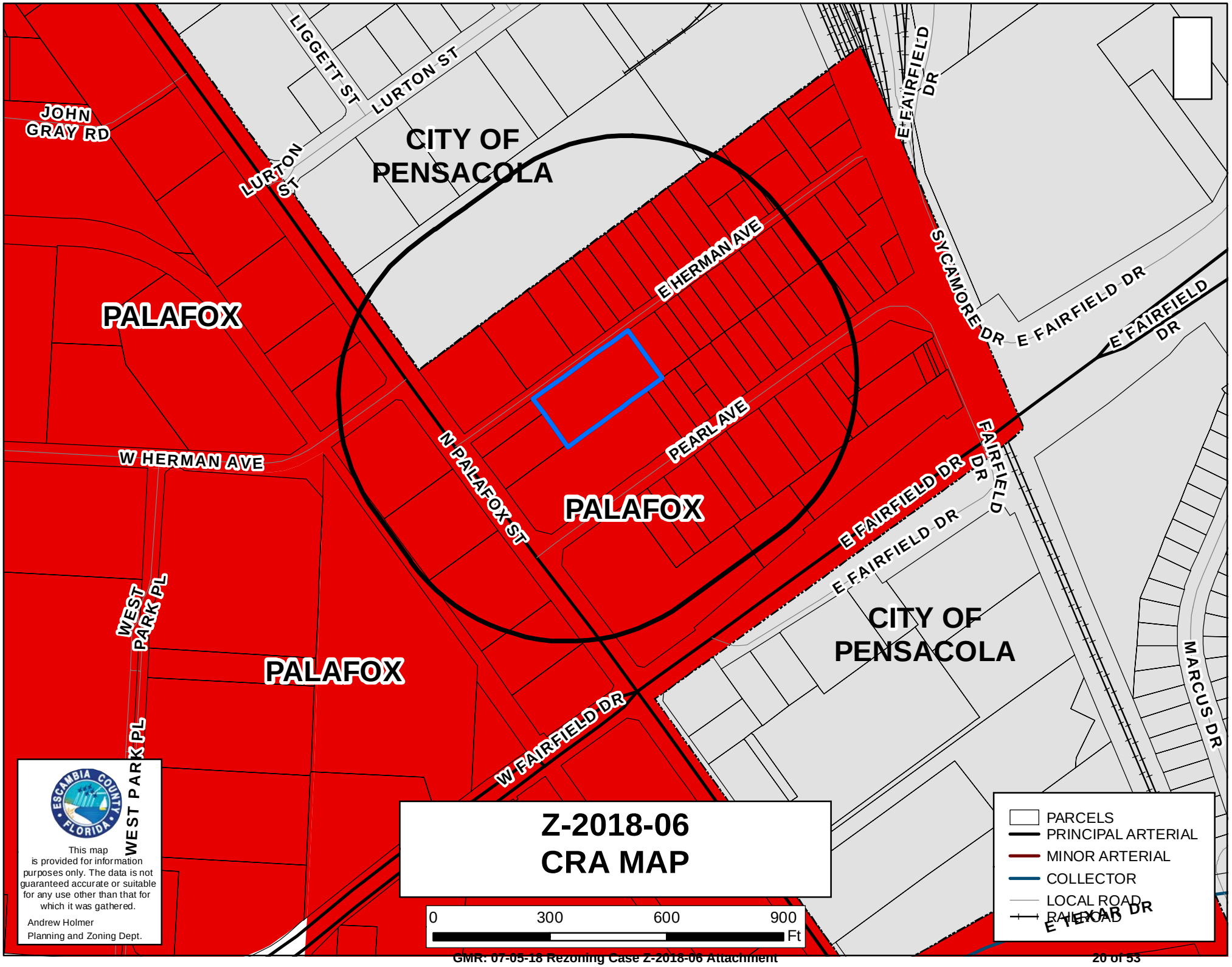

Z-2018-06
LOCATION MAP
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was intended.
Andrew Holmer
Planning and Zoning Dept.
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
1,000
2,000
3,000
Ft
LENOX PKWY
ARMENIA DR
BAYLISS CT
MASSACHUSETTS AVE
N PACE BLVD
BEGGS LN
SPRUCE ST
HICKORY ST
LANSDOWNE AVE
MCCOY DR
SYCAMORE DR
INTERSTATE 110 RAMP
WOODLAND DR
ALTAMONT RD
FAX WAR WICK AVE
BERKLEY DR
N 8TH AVE
RUFFIN CIR
HART DR
N 9TH AVE
E FAIRFIELD DR
E HIGHLAND DR
FAIRFAX DR
W HIGHLAND DR
N DAVIS HWY
KING JR DR
BARCIA DR
N 6TH AVE
TORRES AVE
E TEXAR DR
TUNIS ST
E ANDERSON ST
E BAARS ST
E LEONARD ST
E FISHER ST
E PATTON ST
E SCOTT ST
CRESCENT DR
PARK ST
N HAYNE ST
HILL DR
NORRIS AVE
TRUMAN AVE
KELLY AVE
W LORETTA ST
W 42ND LN
W 40TH LN
COOKS CT
CLARINDA LN
JOHN GRAY RD
LURTON ST
PASCO ST
CLAY ST
N R ST
N Q ST
N M ST
W HERMAN AVE
WEST PARK PL
N PALAFOX ST
E HERMAN AVE
PEARL AVE
MARCUS DR
TOWN ST
N S ST
DELANO ST
W FAIRFIELD DR
W TEXAR DR
W HAYES ST
N T ST
N L ST
N H ST
W BAARS ST
ST MARY AVE
W LEONARD ST
F ST
E ST
W FISHER ST
W CROSS ST
ST JOSEPH AVE
ST CATHERINE AVE
W HATTON ST
N B ST
N ST
N M ST


CITY OF PENSACOLA
HC/LI
HDMU
JOHN GRAY RD
LURTON ST
LIGGETT ST
E HERMAN AVE
SYCAMORE DR
E FAIRFIELD DR
PEARL AVE
W HERMAN AVE
N PALAFOX ST
WEST PARK PL
W FAIRFIELD DR
MARCUS DR
E TEXAR DR
Z-2018-06
500' RADIUS ZONING
0 300 600 900 Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


LURTON ST
JURISDICTIONAL
CITY OF PENSACOLA
ESCAMBIA COUNTY
BOARD OF
COUNTY
COMMISSIONERS
PARKING
LOT
STORE
STORE
STORE
STORE
STORE
STORE
CHURCH
VAC
COMM
VAC
COMM
WAREHOUSE
WHOLESALE
OUTLET
PARKING
LOT
N PALAFOX ST
PEARL AVE
E FAIRFIELD DR
E
This map
is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2018-06
EXISTING LAND USE
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


JOHN GRAY RD
LIGGETT ST
LURTON ST
CITY OF PENSACOLA
E HERMAN AVE
SYCAMORE DR
E FAIRFIELD DR
C
MU-S
PEARL AVE
W HERMAN AVE
N PALAFOX ST
FAIRFIELD DR
E FAIRFIELD DR
WEST PARK PL
MU-U
W FAIRFIELD DR
MARCUS DR
E TEXAR DR
Z-2018-06
FUTURE LAND USE
0 300 600 900 Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


E HERMAN AVE
N PALAFOX ST
PEARL AVE
Z-2018-06
AERIAL MAP
0
100
200
300
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


JOHN GRAY RD
LIGGETT ST
LURTON ST
LURTON ST
CITY OF PENSACOLA
E FAIRFIELD DR
SYCAMORE DR
E FAIRFIELD DR
E FAIRFIELD DR
E HERMAN AVE
PALAFOX
W HERMAN AVE
N PALAFOX ST
PEARL AVE
PALAFOX
FAIRFIELD DR
E FAIRFIELD DR
E FAIRFIELD DR
CITY OF PENSACOLA
MARCUS DR
WEST PARK PL
PALAFOX
WEST PARK PL
W FAIRFIELD DR
E TEXAR DR
Z-2018-06
CRA MAP
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
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Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign



Looking North across Herman St. from property



Looking Northeast from Herman St.



Looking Northeast onto Herman St.



Looking Northwest across from Herman St.



Looking Southeast from Herman St. onto property



Looking Southeast from Herman St.



Looking Southeast towards main building entrance off Herman St.



Looking Southwest from Herman St. towards Palafox intersection



Looking Southwest onto Herman St.

Wiley C."Buddy" Page, MPA, APA

Professional Growth Management Services, LLC

5337 Hamilton Lane Pace, Florida 32571

Cell 850.232.9853

budpagel@att.net

April 16, 2018
VIA HAND DELIVERY

Mr. Horace Jones, Director
Dept. of Development Services
3363 West Park Avenue
Pensacola, Florida 32505

RE: Rezoning Request HD/MU to HC/LI-NA
Parcel 05-2S-30-1002-000-033 15 Herman Street Pensacola, FL

Dear Mr. Jones:

The attached application is herewith submitted requesting consideration to change the zoning on the referenced parcel from HD/MU to HC/LI-NA. The FLU designation of Commercial will remain.

Attachments include:

1- Completed and signed Application
2- $1,275.50 application fee check payable to Escambia County
3- Property survey
4- Proof of ownership
5- Copy of Deed
6- Area land ownership sketch

Please advise if you require anything further to assist in your review. Thank you.

Sincerely yours,

Wiley C."Buddy" Page

PLANNING • ZONING • SITE SELECTION 9 LITIGATION SUPPORT

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**

   A. Property Owner/Applicant: Raymond D. & Sylvia H. Ward

   Mailing Address: 15 Herman Street Pensacola, Florida 32505

   Business Phone: _____ Cell: 8502329853

   Email: _____

   B. Authorized Agent (if applicable): Wiley C."Buddy" Page

   Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

   Business Phone: 850-232-9853 Cell: _____

   Email: budpage1@att.net

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 15 Herman Street Pensacola, Florida 32505

   Parcel ID (s): 05-2S-30-1002-000-033

   B. Total acreage of the subject property: 1.04+-

   C. Existing Zoning: HDMU

   Proposed Zoning: HC/LI-NA; explain why necessary and/or appropriate

   Exisying commercial warehouse constructed on site in 1961. Was not picked up as HCLI use even though owner R. D. Ward has built and used this warehouse for his construction business for over 50 years. Sales contract pending for new contractor use pending correction to zoning category.

   FLU Category: COM

D. Is the subject property developed (if yes, explain): Yes: two existing warehouses totaling some 22,320sf

E. Sanitary Sewer: X Septic: _____

3. Amendment Request

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. Consistent with Comprehensive Plan. The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

The requested change is consistent with the Comprehensive Plan. Allowed zoning categories under the FLU heading include HC/LI as an allowed and compatible use. See Attachment A.

b. Consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

This request is consistent with the stated Purpose for HC/LI listed at LDC Sec. 3-2.11(a). The site is located adjacent to other properties that are currently zoned HC/LI. Should this request be approved, the request will meet that portion of the stated Purpose meeting the "complimentary mix" standard referenced at Sec.3-2.11(a).

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

Property north, east and a portion to the south of the subject property are all owned by the US Army Corps of Engineers and are part of an earlier EPA Reclamation Project. Also south and adjoining the subject site is the New Hope Missionary Baptist Church. West of the site is an existing HC/LI zoned property. This request will be compatible with thos adjacent uses.

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

This request does not rise to the level of being considered spot zoning. See "c" above.

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

The uses allowed under this request will be consistent with existing condidtions. It has been operating under a mis-identified category for many years.

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 05-2S-30-1002-000-033

Property Address: 15 Herman St. Pensacola, FL 32506

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 2nd DAY OF April, YEAR OF 2018.

Raymond D. Ward — Signature of Property Owner

Raymond D. Ward — Printed Name of Property Owner

4/2/2018 — Date

Sylvia H. Ward — Signature of Property Owner

Sylvia H. Ward — Printed Name of Property Owner

4/2/2018 — Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 15 Herman Street
Penscola, Florida, property reference number(s) 105-2S-30-1002-000-033
I hereby designate Wiley C."Buddy" Page
for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 2nd day of April the year of, 2018, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C."Buddy" Page Email: budpage1@att.net
Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850-232-9853

Raymond D Ward — Signature of Property Owner
Raymond D. Ward — Printed Name of Property Owner
4/2/2018 — Date

Sylvia H Ward — Signature of Property Owner
Sylvia H. Ward — Printed Name of Property Owner
4/2/2018 — Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 2nd day of April 2018, by Raymond D Ward & Sylvia H Ward.
Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Pamela B Silcox — Signature of Notary
Pamela B. Silcox — Printed Name of Notary

(Notary Seal)
PAMELA B. SILCOX
Notary Public - State of Florida
Commission # GG 17132
My Commission Expires Oct 25, 2020

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2018-06

AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property located at 15 HERMAN ST. PENSACOLA, Florida, property reference number(s) 5-2S-30-1002-000-033 I affirm this to be a voluntary request and hereby acknowledge if this parcel is designated HC/LI-NA, then notwithstanding any other provision of LDC Chapter 3 Sec. 3-2.11, bars, nightclubs, and adult entertainment uses shall be prohibited uses for this parcel.

Applicant Name: W.C. PAGE Email: budpage1@att.net
Address: 5337 HAMILTON LN PACE Phone: 850-237-9853

Signature of Applicant	Printed Name of Applicant	Date
Wiley C Page	Wiley C. Page	5-14-18
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 14 day of May 20 18, by Wiley C Page.

Personally Known ☒ Or Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary (Notary Seal)	Printed Name of Notary
Margaret A. Cain	Margaret A. Cain

MARGARET A. CAIN
Commission # GG 154529
Expires November 11, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Raymond D. Ward — Signature of Owner/Agent
Raymond D. Ward — Printed Name Owner/Agent
4/2/2018 — Date

Sylvia H. Ward — Signature of Owner
Sylvia H. Ward — Printed Name of Owner
4/2/2018 — Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 2nd day of April 2018, by Raymond D Ward & Sylvia H Ward.

Personally Known X OR Produced Identification . Type of Identification Produced: _____

Pamela B Silcox — Signature of Notary
Pamela B Silcox — Printed Name of Notary

(Notary seal)
PAMELA B. SILCOX
Notary Public - State of Florida
Commission # GG 17132
My Commission Expires Oct 25, 2020

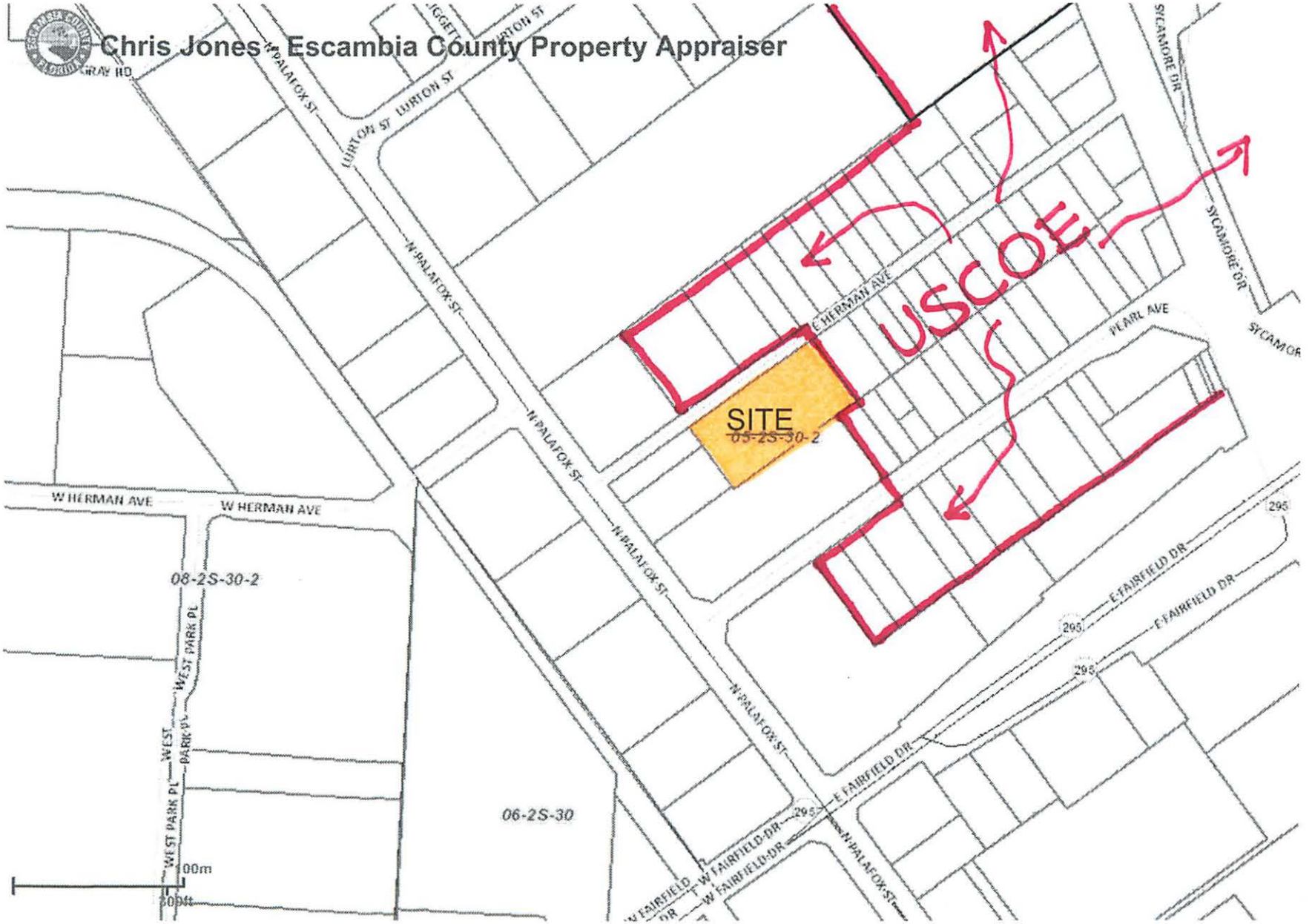
ATTACHMENT "A"

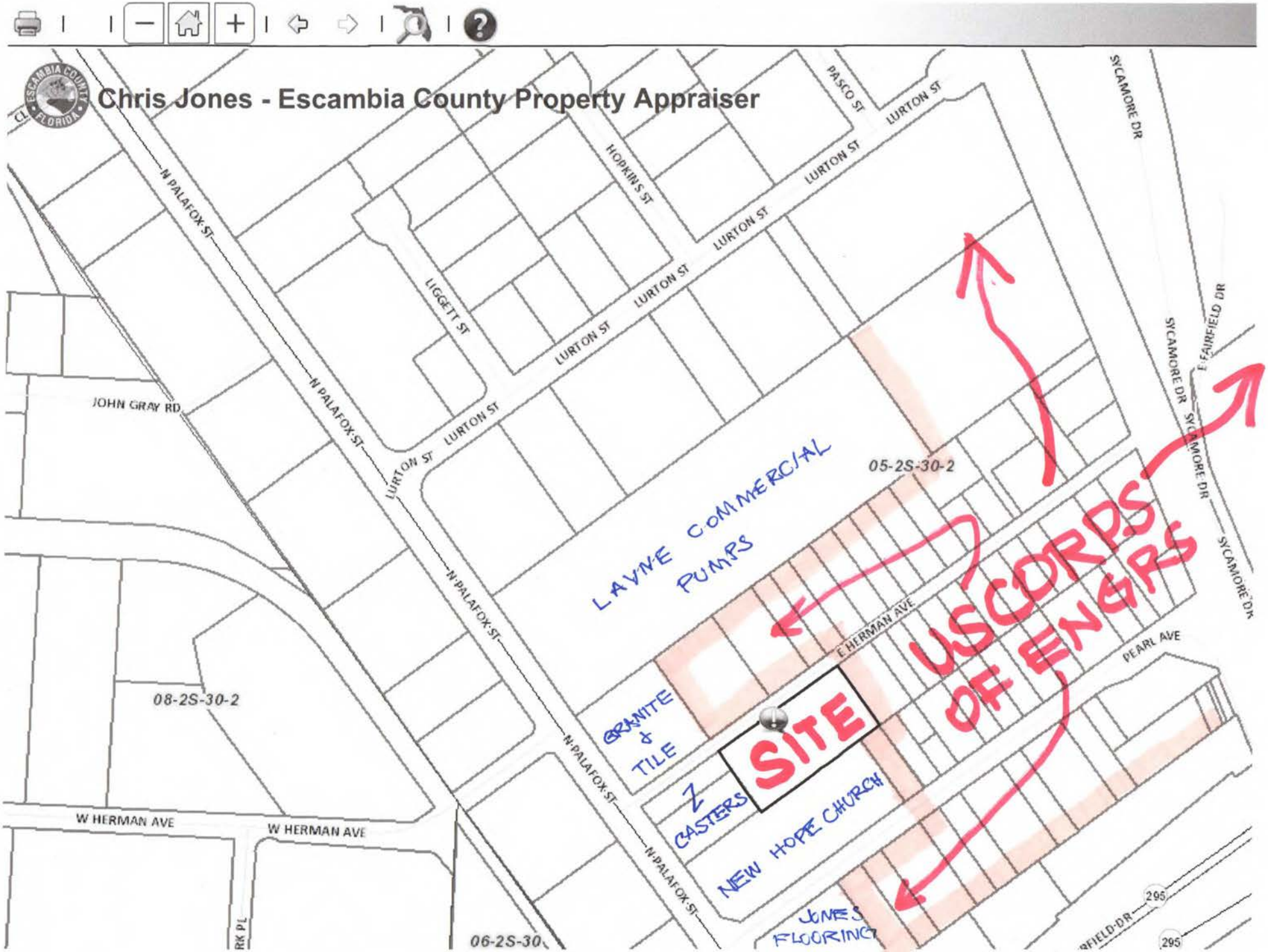
ZONING DISTRICT Specific distribution and extent of uses	FUTURE LAND USE (FLU) CATEGORY General distribution and extent of uses								
	AG max 1du/20ac max 0.25 FAR	RC max 2du/ac max 0.25 FAR	MU-S max 25du/ac max 1.0 FAR	MU-U max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 1.0 FAR	I No res allowed max 1.0 FAR	P No res allowed	REC No res allowed max 0.5 FAR	CON No res allowed
Agr max 1du/20ac	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDMU max 7du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
MDR max 10du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDR max 18du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDMU max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, uses
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

(Ord. No. 2015-56, § 1, 12-10-2015)

US CORPS OF ENGINEERS OWNERSHIP




Chris Jones - Escambia County Property Appraiser
N PALAFOX ST
HOPKINS ST
PASCO ST
LURTON ST
LIGGETT ST
SYCAMORE DR
E FAIRFIELD DR
JOHN GRAY RD
05-2S-30-2
LAVIVE COMMERCIAL
PUMPS
E HERMAN AVE
PEARL AVE
USCORPS OF ENGRS
SITE
GRANITE & TILE
Z CASTERS
NEW HOPE CHURCH
JONES FLOORING
08-2S-30-2
W HERMAN AVE
RK PL
06-2S-30
295

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	052S301002000033
Account:	051705000
Owners:	WARD RAYMOND D WARD SYLVIA H
Mail:	1225 LAPAZ ST PENSACOLA, FL 32506
Situs:	15 HERMAN ST 32505
Use Code:	REPAIR SERVICE
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int/High):	OJ SEMMES/WOODHAM/PENSACOLA
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	$15,675	$207,360	$223,035	$223,035
2016	$15,675	$195,664	$211,339	$208,525
2015	$15,675	$173,894	$189,569	$189,569

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/1994	3601	375	$15,000	WD	View Instr
01/1967	323	381	$100	WD	View Instr
01/1966	285	136	$50,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2017 Certified Roll Exemptions

None

Legal Description

LTS 33 34 35 36 37 38 HERMANN'S S/D PLAT DB 18 P 449 OR 3601 P 375

Extra Features

CHAINLINK FENCE

Parcel Information

Launch Interactive Map

Section Map Id:
05-2S-30-2

Approx. Acreage:
1.0447

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:15 HERMAN ST, Year Built: 1961, Effective Year: 1961

Structural Elements

DECOR/MILLWORK-*NONE*
DWELLING UNITS-*0*
EXTERIOR WALL-*SIDING-LAP.AAVG*

Escambia County Tax Collector

Real Estate Account At 15 HERMAN ST

Real Estate Account #05-1705-000 | Parcel details | Latest bill | Full bill history

2017	2016	2015	2014	...	2008
PAID	PAID	PAID	PAID		PAID

Apply for the 2018 Installment Payment Plan

Scott Lunsford

Real Estate 2017 Annual Bill

Print this bill (PDF)

Escambia County Tax Collector

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
05-1705-000	26457	—	06

PAID 2017-11-29 $4,178.47
Effective 2017-11-28
Receipt #188-17-00333444

Get Bills by Email

Owner
WARD RAYMOND D
WARD SYLVIA H
1225 LAPAZ ST
PENSACOLA, FL 32506

Situs address
15 HERMAN ST

Legal description
LTS 33 34 35 36 37 38 HERMANN'S S/D PLAT DB 18 P 449 OR 3601 P 375

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
COUNTY	6.6165	223,035	0	223,035	$1,475.71
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2480	223,035	0	223,035	$501.38
BY STATE LAW	4.3830	223,035	0	223,035	$977.56
WATER MANAGEMENT	0.0353	223,035	0	223,035	$7.87
SHERIFF	0.6850	223,035	0	223,035	$152.78
M.S.T.U. LIBRARY	0.3590	223,035	0	223,035	$80.07
Total	14.3268				$3,195.37

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
FIRE PROTECTION		$1,157.20
Total		$1,157.20

Combined taxes and assessments: $4,352.57

If paid by: Nov 30, 2017
Please pay: $0.00

PAID 2017-11-29 $4,178.47
Effective 2017-11-28
Receipt #188-17-00333444

Get Bills by Email

VISA MasterCard American Express Cards DISCOVER e-check

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OR Bk3601 Pg0375
INSTRUMENT 00138507

DEED OF REAL ESTATE

THIS DEED is made this 10th day of June, A.D. 1994, by the District Director, Jacksonville District, Internal Revenue Service, hereinafter called the grantor, by virtue of a levy issued against property of, and a sale conducted to collect unpaid taxes due the United States payable by:

PARKER SASH AND DOOR INC.
15 East Herman Street
Pensacola, Florida 32505.

WHEREAS the grantor, through his duly authorized Internal Revenue Officer, seized the property hereinafter described and, after giving public notice of the time and place of sale in the manner and form required by statute, offered said property for sale at public auction on November 22, 1993, and in accordance with Title 26, United States Code, Sections 6331 through 6342, said grantor sold said property for the sum of Fifteen Thousand Dollars and No Cents ($15,000.00), that being the highest bid for same, to:

RAYMOND D. AND SYLVIA H. WARD
4706 Pebble Creek Drive
Pensacola, Florida 32526,

D.S. PD. $ 105.00
DATE 6-23-94
JOE A. FLOWERS, COMPTROLLER
BY: M. Wiggy D.C.
CERT. REG. # 59-2043328-27-01

hereinafter called the grantees;

AND WHEREAS, the period for redeeming said property having elapsed and the original Certificate of Sale as executed pursuant to Title 26, United States Code, Section 6338(a) having been delivered to the grantor as required by statute;

NOW WITNESSETH, that the grantor, in consideration of the sum of money so paid as aforesaid, receipt of which is hereby acknowledged:

1. Does quitclaim unto the said grantees all the estate, right, title, and interest which the said PARKER SASH AND DOOR INC. had on and after the tax assessment dates of December 22, 1986 and December 29, 1986, when the federal tax liens of the United States for unpaid taxes did attach to such estate, right, title, and interest, as recorded by notices of federal tax liens filed March 24, 1987, May 5, 1987, November 3, 1992 and November 18, 1993, in and to all that certain parcel of land in Escambia County, Florida, more particularly described as follows:

Lots 33, 34, 35, 36, 37 and 38, Herrmann's Subdivision, being a subdivision of Lots 2, 3, 4, 5 and 6, of Section 5, Township 2 South, Range 30 West, Escambia County, Florida, according to plat filed in Deed Book 18, Page 449, of the public records of said County.

2. Does discharge by virtue of this sale and deed the above-

OR Bk3601 Pg0376
INSTRUMENT 00138507

described parcel of land from the aforesaid federal tax liens, and any other federal tax liens recorded thereafter and prior to the recording of this deed, saving and reserving, however, the full force and effect of said tax liens against and upon all other property and rights to property, whether real or personal, to which said tax liens attach.

TO HAVE AND TO HOLD said described property unto said grantees and their heirs and assigns forever, as fully and absolutely as the said grantor can or should quitclaim by virtue of said levy and the laws of the United States relating thereto.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand and seal, the day and year first above written.

DISTRICT DIRECTOR
Jacksonville District

BY: _____
ROSLYN A. RUSSELL
Assistant Chief, Collection Division
Internal Revenue Service
400 West Bay Street
Jacksonville, Florida 32202

Signed, sealed and delivered
in the presence of:

_____
Patricia A. Groth

_____
Jacqueline Fitzpatrick

STATE OF FLORIDA)
) ss:
COUNTY OF DUVAL)

Before me, an officer duly authorized in the State and County above named to take acknowledgements, this day personally appeared ROSLYN A. RUSSELL, to me well known and well known by me to be the person who executed the foregoing instrument as Assistant Chief of the Collection Division, Jacksonville District, Internal Revenue Service; and she acknowledged before me that she executed the same on behalf of the DISTRICT DIRECTOR, Jacksonville District, Internal Revenue Service, pursuant to a lawful delegation of authority, and for the purpose therein expressed.

WITNESS my hand and official seal at Jacksonville, County and State aforesaid, this 10th day of June A.D., 1994.

OR Bk3601 Pg0377
INSTRUMENT 00138507

Jacqueline Fitzpatrick

Jacqueline Fitzpatrick
Notary Public
My Commission Number :
CC142537
My Commission Expires:

JACQUELINE FITZPATRICK NOTARY PUBLIC STATE OF FLORIDA

Notary Public, State of Florida
My Commission Expires Oct. 15, 1995
Bonded Thru Troy Fain - Insurance Inc.

This Instrument was prepared by:
Jackie Gibbs
Internal Revenue Service
400 West Bay Street; Stop 5710
Jacksonville, Florida 32202

Instrument 00138507
Filed and recorded in the
public records
JUNE 23, 1994
at 01:48 P.M.
in Book and Page noted
above or hereon
and record verified
JOE A. FLOWERS,
COMPTROLLER
Escambia County,
Florida

ATTACHMENT "A"

ZONING DISTRICT Specific distribution and extent of uses	FUTURE LAND USE (FLU) CATEGORY General distribution and extent of uses								
	AG max 1du/20ac max 0.25 FAR	RC max 2du/ac max 0.25 FAR	MU-S max 25du/ac max 1.0 FAR	MU-U max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 1.0 FAR	I No res allowed max 1.0 FAR	P No res allowed	REC No res allowed max 0.5 FAR	CON No res allowed
Agr max 1du/20ac	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDMU max 7du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
MDR max 10du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDR max 18du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDMU max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, uses
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

(Ord. No. 2015-56, § 1, 12-10-2015)

18041237 PPB
Z-2018-06

Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

05-25-30-1002-000-033
Property Reference Number

Buddy Page
Name

15 Herman St.
Address

☐ Owner ☒ Agent

Referral Form Included? Y / (N)

MAPS PREPARED

☐ Zoning
☐ FLU
☐ Aerial
☐ Other:_____

PROPERTY INFORMATION

Current Zoning: HDMU Size of Property: 1.04 +/-
Future Land Use: C Commissioner District: 3
Overlay/AIPD: NA Subdivision: Hermann's PB 18 Pg 449
Sanitary Sewer____ Septic Tank_____
Redevelopment Area*: Palafox

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: HC/LI

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? Yes

Parcel is currently HDMU. Surrounded by HDMU + HC/LI. Parcel located on a local road; will not meet locational Criteria - Compatibility documentation will be required. Palafox Redevelopment area has certain building requirements that must be followed.

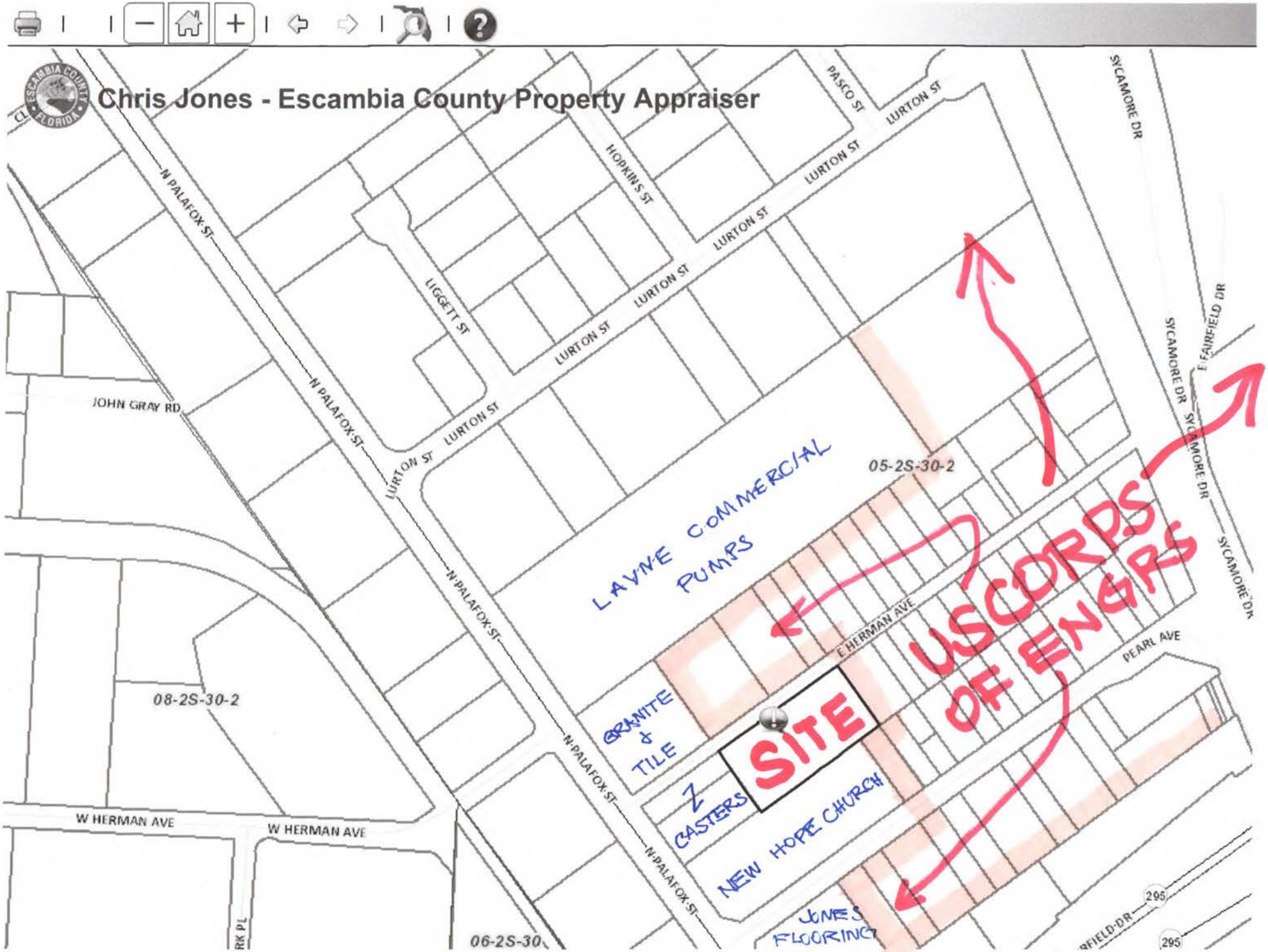
☐ Applicant will contact staff for next appointment
☐ Applicant decided against rezoning property
☐ Applicant was referred to another process
☐ BOA ☐ DRC ☐ Other:_____
Process Name

Staff present: A. Cam Date: 4/19/18

Applicant/Agent Name & Signature:_____

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered eiter as approval or rejection of the proposed development, development plans, and/or outcome of any process.

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481


Chris Jones - Escambia County Property Appraiser
N PALAFOX ST
HOPKINS ST
PASCO ST
LURTON ST
LIGGETT ST
SYCAMORE DR
E FAIRFIELD DR
JOHN GRAY RD
05-2S-30-2
LAVIVE COMMERCIAL
PUMPS
E HERMAN AVE
PEARL AVE
USCORPS OF ENGRS
SITE
GRANITE & TILE
Z CASTERS
NEW HOPE CHURCH
JONES FLOORING
08-2S-30-2
W HERMAN AVE
RK PL
06-2S-30
295

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Manager**
Transportation & Traffic Operations Division

DATE: **May 29, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-06**

TTO Staff has reviewed the Rezoning Case (Z)-2018-06, 15 Herman Street, agenda item for the Planning Board meeting scheduled for June 5, 2018. Please see the below comments.

Currently, there are no ongoing or programmed projects on Herman Street on the County's Capital Improvements Program. Likewise, there are no ongoing or programmed projects on the adjacent segments of Palafox Street or Fairfield Drive on FDOT's Work Program.

Herman Drive is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes. Per the Florida-Alabama TPO's Congestion Management Process Plan, both Fairfield Drive and Palafox Street are classified as Principal Arterials. The maximum level-of-service (LOS) for this roadway segment is LOS D (32,400 trips/day), and as of year 2017, these roadway segments had 30,000 and 13,000 daily vehicles, respectively.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Jones, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

Tonya Gant, Director
Neighborhood & Human Services Department

Clara Long, Division Manager
Community Redevelopment Agency

May 29, 2018

Horace Jones, Director
Escambia County Planning & Zoning Division
3363 West Park Place
Pensacola, FL 32505

SUBJECT: REZONING REQUEST FOR THE FOLLOWINGS:
PARCEL#05-2S-30-1002-000-033 FROM HDMU to HC/LI-NA
ADDRESS: 15 Herman Street

Horace,

I have reviewed the Rezoning Request package for the abovementioned location and my comments are below:

Sec. 3-3.6 (Palafox Overlay)

(a) Purpose. Palafox Overlay district establishes supplemental land use regulations to support the objectives of the adopted Palafox area community redevelopment plan. The intent of the additional land use controls is to enhance the character of an area undergoing revitalization and support a mix of commercial, industrial, and residential uses within the Palafox area.

(e) Non-residential site and building requirements apply within the Palafox Overlay district.

Both the Palafox Overlay and the Palafox Area Community Redevelopment Plan does not address rezoning, however the property located at 15 Herman Street would be compatible with the surrounding similar uses. In the Palafox Area Community Redevelopment Plan p. 35 it does propose the zoning for this parcel to be ID-CP Commerce Park Zoning District.

If you have any questions or comments, please contact me at 850-595-3596.

Sincerely,

Nick Jordan, CRA Development Program Manager

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-5-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2018-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: budpage1@att.net Phone: 232-9853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-5-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-06

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Larry Downs Jr.

*Address: 12156 Hawsang *City, State, Zip: Pen

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☐ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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01/2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14376 **Growth Management Report 12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/05/2018
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on June 5, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2018-06 was heard by the Planning Board on June 5, 2018. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2018-06**
Address:	15 Herman Street
Property Reference No.:	05-2S-30-1002-000-033
Property Size:	1.04 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	Com. Commercial

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and

DRAFT

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 by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14308 **Growth Management Report 12. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/05/2018
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 3, Zoning Regulations, Article 1, General Provisions
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Article 1, General Provisions, Section 3-1.5, Site and Building Requirements, Distance between dwellings.

BACKGROUND:
To change the language on the distance between dwelling units, to allow for more flexibility on site plans and to be more environmental friendly. Distance between dwelling units may be required to have 30 feet between them. New added language will require that the distance does not have to exceed over 15 feet.

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

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:
No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

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

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

Attachments

Draft Ordinance
Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Ordinance, Distance Between Dwellings

Date: 04-12-18

Date requested back by: 05-10-2018

Requested by: John C Fisher

Phone Number: 595-4651

(LEGAL USE ONLY)

Legal Review by MCrawford

Date Received: 4/30/18

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 3, ZONING REGULATIONS, ARTICLE 1, GENERAL PROVISIONS, SECTION 3-1.5, SITE AND BUILDING REQUIREMENTS, DISTANCE BETWEEN DWELLINGS, NOT REQUIRED TO EXCEED 15 FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

WHEREAS, the distance between dwellings shall have an established number not required to exceed 15 feet;

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

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 1, General Provisions, Section 3-1.5, Site and Building Requirements, is hereby amended as follows, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference

LDC, Chapter 3, Zoning Regulations,

Sec. 3-1.5 Site and building requirements.

(a) Generally. Each zoning district establishes its own site and building requirements which define physical limits to the development of district parcels. These requirements, in combination with other district provisions, the use and location regulations of Chapter 4, and the general development standards of Chapter 5, define the limits for all development within the district.

(b) Modifications. Except as may be authorized in this article for the clustering of dwelling units, modifications to the strict application of site and building requirements may only be granted according to the compliance review processes prescribed in Chapter 2, and only if not excluded by other provisions of the LDC.

(c) Street frontage. For the application of site and building requirements and other LDC provisions to any lot with no street frontage the Planning Official shall

determine a front lot line in consideration of lot orientation, access, and other relevant conditions. The Planning Official shall also determine the appropriate rear lot line for any lot with multiple street frontages.

(d) Density. The number of dwelling or lodging units allowed within a parcel is determined by the product of the total (gross) development parcel area and the maximum density allowed by the applicable zoning district. When the calculated number of allowable units for a parcel result in a fraction greater than or equal to 0.5 units, rounding up to the next whole unit is permitted. However, in the division of an existing lot of record for two single-family lots, the product of the area and density for each proposed lot shall be at least one dwelling unit without rounding, unless the lots are created by the division of an existing public right-of-way. Regardless of the maximum density allowed, each lot of record is vested for a single-family dwelling as established in the preceding section.

(e) Lot width and area. All new lots shall provide the minimum width and area required by the applicable zoning, except that parcels created for public utilities or preserved for recreation, conservation, or open space need only have width sufficient for access to that limited use. Any existing lot of record that contains less width or area than required by the applicable zoning district may be used for any use allowed within that district if the use complies with all other applicable regulations, including buffering and use-specific minimum lot area.

(f) Lot coverage. The maximum amount of impervious and semi-impervious coverage allowed for any lot is established by the minimum percent pervious lot coverage required by the applicable zoning district. The amount allowed by zoning remains subject to other limitations of the LDC and any approved stormwater management plan for the lot.

(g) Setbacks and yards. The minimum setbacks and yards for structures are those required by the applicable zoning district or as otherwise may be stipulated in SRIA lease agreements for lands on Pensacola Beach.

(1) Nonconformance. For a structure that is nonconforming with regard to any zoning required setback, a structural alteration, enlargement, or extension to it that creates no greater encroachment by distance into the substandard setback is not considered an increase in nonconformance and does not require a variance.

(2) Accessory structures. Accessory structures shall be limited to side and rear yards and be at least five feet from any interior side or rear lot line except where specifically allowed as encroachments. Accessory dwellings shall be limited to the setbacks required for the principal dwelling.

(3) Distance between dwellings. Where the applicable zoning district allows more than one dwelling on a single lot, the minimum horizontal distance between such dwellings shall not be less than twice the side yard distance required by the district, <u>but shall not be required to exceed 15 feet,</u> and the minimum distance between any structures shall not be less than the minimum required by the Florida Building Code.

(4) Encroachments by building features. Every part of a required yard shall be open from its lowest point to the sky, unobstructed except for the ordinary projection of sills, belt courses, cornices, buttresses, awnings, eaves and similar building features. No such projection shall extend more than 24 inches into any yard, except roof overhangs, awnings, outside stairways, and balconies which may extend up to 48 inches into any yard provided the building setback is otherwise at least 10 feet

(5) Encroachment of porch or terrace. An open, unenclosed and uncovered paved terrace or a covered porch may extend into the required front yard no more than 10 feet.

(h) Structure heights. The maximum structure heights allowed by the applicable zoning district are modified by the following:

(1) Agricultural structures. Structures such as cotton gins, granaries, silos, and windmills associated with permitted agricultural uses may exceed the district height limits if not in conflict with any applicable airport or airfield height restrictions.

(2) Rooftop structures. The district height limits do not apply to belfries, chimneys, church spires, cooling towers, elevator bulkheads, flag poles, television reception antennae, roof-mounted tanks, mechanical equipment rooms, or similar rooftop structures that comply with all of the following conditions:

a. They do not separately or in combination with other rooftop structures exceed 10 percent of the horizontal roof area.

b. They do not exceed applicable airport or airfield height restrictions.

c. They do not exceed otherwise applicable height limitations by more than 15 feet or 10 percent of actual building height, whichever is greater.

(Ord. No. 2017-27, § 1, 5-4-17; Ord. No. 2017-27, § 1, 5-4-2017; Ord. No. 2017-62,§ 1, 11-2-2017)

Section 2 Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” 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 _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 3, ZONING REGULATIONS, ARTICLE 1, GENERAL PROVISIONS, SECTION 3-1.5, SITE AND BUILDING REQUIREMENTS, DISTANCE BETWEEN DWELLINGS, NOT REQUIRED TO EXCEED 15 FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

WHEREAS, the distance between dwellings shall have an established number not required to exceed 15 feet;

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

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 1, General Provisions, Section 3-1.5, Site and Building Requirements, is hereby amended as follows, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference

LDC, Chapter 3, Zoning Regulations,

Sec. 3-1.5 Site and building requirements.

(a) Generally. Each zoning district establishes its own site and building requirements which define physical limits to the development of district parcels. These requirements, in combination with other district provisions, the use and location regulations of Chapter 4, and the general development standards of Chapter 5, define the limits for all development within the district.

(b) Modifications. Except as may be authorized in this article for the clustering of dwelling units, modifications to the strict application of site and building requirements may only be granted according to the compliance review processes prescribed in Chapter 2, and only if not excluded by other provisions of the LDC.

(c) Street frontage. For the application of site and building requirements and other LDC provisions to any lot with no street frontage the Planning Official shall determine a front lot line in consideration of lot orientation, access, and other

relevant conditions. The Planning Official shall also determine the appropriate rear lot line for any lot with multiple street frontages.

(d) Density. The number of dwelling or lodging units allowed within a parcel is determined by the product of the total (gross) development parcel area and the maximum density allowed by the applicable zoning district. When the calculated number of allowable units for a parcel result in a fraction greater than or equal to 0.5 units, rounding up to the next whole unit is permitted. However, in the division of an existing lot of record for two single-family lots, the product of the area and density for each proposed lot shall be at least one dwelling unit without rounding, unless the lots are created by the division of an existing public right-of-way. Regardless of the maximum density allowed, each lot of record is vested for a single-family dwelling as established in the preceding section.

(e) Lot width and area. All new lots shall provide the minimum width and area required by the applicable zoning, except that parcels created for public utilities or preserved for recreation, conservation, or open space need only have width sufficient for access to that limited use. Any existing lot of record that contains less width or area than required by the applicable zoning district may be used for any use allowed within that district if the use complies with all other applicable regulations, including buffering and use-specific minimum lot area.

(f) Lot coverage. The maximum amount of impervious and semi-impervious coverage allowed for any lot is established by the minimum percent pervious lot coverage required by the applicable zoning district. The amount allowed by zoning remains subject to other limitations of the LDC and any approved stormwater management plan for the lot.

(g) Setbacks and yards. The minimum setbacks and yards for structures are those required by the applicable zoning district or as otherwise may be stipulated in SRIA lease agreements for lands on Pensacola Beach.

(1) Nonconformance. For a structure that is nonconforming with regard to any zoning required setback, a structural alteration, enlargement, or extension to it that creates no greater encroachment by distance into the substandard setback is not considered an increase in nonconformance and does not require a variance.

(2) Accessory structures. Accessory structures shall be limited to side and rear yards and be at least five feet from any interior side or rear lot line except where specifically allowed as encroachments. Accessory dwellings shall be limited to the setbacks required for the principal dwelling.

(3) Distance between dwellings. Where the applicable zoning district allows more than one dwelling on a single lot, the minimum horizontal distance between such dwellings shall not be less than twice the side yard distance required by the district, but shall not be required to exceed 15 feet, and the minimum distance between any structures shall not be less than the minimum required by the Florida Building Code.

(4) Encroachments by building features. Every part of a required yard shall be open from its lowest point to the sky, unobstructed except for the ordinary

projection of sills, belt courses, cornices, buttresses, awnings, eaves and similar building features. No such projection shall extend more than 24 inches into any yard, except roof overhangs, awnings, outside stairways, and balconies which may extend up to 48 inches into any yard provided the building setback is otherwise at least 10 feet

(5) Encroachment of porch or terrace. An open, unenclosed and uncovered paved terrace or a covered porch may extend into the required front yard no more than 10 feet.

(h) Structure heights. The maximum structure heights allowed by the applicable zoning district are modified by the following:

(1) Agricultural structures. Structures such as cotton gins, granaries, silos, and windmills associated with permitted agricultural uses may exceed the district height limits if not in conflict with any applicable airport or airfield height restrictions.

(2) Rooftop structures. The district height limits do not apply to belfries, chimneys, church spires, cooling towers, elevator bulkheads, flag poles, television reception antennae, roof-mounted tanks, mechanical equipment rooms, or similar rooftop structures that comply with all of the following conditions:

a. They do not separately or in combination with other rooftop structures exceed 10 percent of the horizontal roof area.

b. They do not exceed applicable airport or airfield height restrictions.

c. They do not exceed otherwise applicable height limitations by more than 15 feet or 10 percent of actual building height, whichever is greater.

(Ord. No. 2017-27, § 1, 5-4-17; Ord. No. 2017-27, § 1, 5-4-2017; Ord. No. 2017-62,§ 1, 11-2-2017)

Section 2 Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” 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 _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14309 **Growth Management Report 12. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/05/2018
Issue: 5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the DSM, Ch. 1 and LDC, Ch. 6, Definitions
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the Design Standards Manual, Chapter 1 and Land Development Code, Chapter 6, Definitions

That the Board of County Commissioners (BCC) cancel the 5:47 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Design Standards Manual (DSM), Chapter 1 and Land Development Code (LDC), Chapter 6, Definitions

BACKGROUND:

The Ordinance was previously consented on June 7, 2018, and advertised on May 18, 2018, for the June 5th Planning Board (PB) meeting and the July 5th BCC meeting. The Professional Advisory Committee (PAC) has made additional changes which will be reviewed at a later date.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14310 **Growth Management Report 12. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/05/2018
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 5, Article 3, and Chapter 2, Article 5
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Development and Compliance Review, Article 5, Subdivisions, Section 2-5.3, Minor subdivisions and amending Chapter 5, Development Standards, Article 3, Division of Land, Section 5-3.2, General provisions

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 2, Development and Compliance Review on Minor Subdivisions and Chapter 5, Development Standards, to modify provisions governing subdivisions and the division of land within the county.

BACKGROUND:

To clarify the process of splitting lots or the division of land. To create a more established starting point of dividing land by using the Lot of Record as a starting point. For the purposes of the LDC, the lot of record (as defined in Chapter 6) is the reference for any division of land and the basis for determining the applicable review and approval process for such division.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

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

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

Attachments

Draft Ordinance
Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Minor Subdivision Land Division

Date: 05-15-18

Date requested back by: 05-16-2018

Requested by: John C Fisher

Phone Number: 595-4651

(LEGAL USE ONLY)

Legal Review by M.D Crawford

Date ~~Received~~ Reviewed: 5/22/18

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 2, DEVELOPMENT AND COMPLIANCE REVIEW, ARTICLE 5, SUBDIVISIONS, SECTION 2-5.3, MINOR SUBDIVISIONS, AMENDING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, ARTICLE 3, DIVISION OF LAND, SECTION 5-3.2, GENERAL PROVISIONS, TO MODIFY PROVISIONS GOVERNING SUBDIVISIONS AND THE DIVISION OF LAND WITHIN THE COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

WHEREAS, the County finds it necessary to modify regulations governing the development of subdivisions and the general division of land to ensure orderly land development patterns and to protect the citizens of the County from any off-site impacts which may be caused by subdivision or division of land; and

WHEREAS, it is necessary to establish and define a point of beginning for all division of land in order to regulate the subsequent division of land; and

WHEREAS, the County finds it necessary to clarify definitions related to subdivisions and the division of land; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the health, safety, and general welfare of the County to modify its provisions governing subdivisions and the division of land.

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

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 2, Development and Compliance Review, Article 5, Subdivisions, Section 2-5.3, Minor subdivisions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Chapter 2 DEVELOPMENT AND COMPLIANCE REVIEW

Article 5 Subdivisions

Sec. 2-5.3 Minor subdivisions.

(a) General. Minor subdivision approval is a limited option for the subdivision of ~~land~~ one or more lots of record where the supporting infrastructure is already in place ~~final plat is not recorded in the public records of the county~~ and the subdivision is not subject to the platting requirements of Florida S~~s~~tatutes. ~~One of the requirements is that the supporting infrastructure is already in place.~~ Unless subdivision complies with ~~A minor subdivision shall fulfill~~ all of the following criteria~~:~~, it is not eligible for the minor subdivision option and shall require preliminary and final plat approval as prescribed in this article:

(1) Number of lots. If any subdivision lots are less than four acres ~~on an existing public or private street~~, the maximum number of lots that can be created is five.

(2) Existing street frontage. All subdivision lots front on an existing public or private street, paved or unpaved, providing the minimum right-of-way prescribed in Chapter 5.

(3) No new streets. No new street or any extension of an existing street is proposed or required.

(4) No dedications. There is no dedication of public improvements. This does not preclude such acquisitions as an additional right-of-way for an existing street to provide the minimum width prescribed by the LDC.

(5) Lot grading plans. A lot grading plan is required for each lot; however, a stormwater management plan may not be required**.**

~~**(6) Effective period.** Approved minor subdivisions shall be effective and remain valid for period of 1 year from the date of approval. The minor subdivision plat shall expire and be void if each of the newly created lots are not recorded by deed or other legal instrument in the official records of Escambia County within the valid period of approval.~~

(b) Approval process.

Checklists provided by the appropriate department will give the applicant quick and ready access to the requirements of this article. Approved minor subdivisions shall be effective and remain valid for period of 1 year from the date of approval. The minor subdivision plat shall expire and be void if each of the newly created lots are not recorded by deed or other legal instrument in the official records of Escambia County within the valid period of approval.

Section 2. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Article 3,

Division of Land, Section 5-3.2, General provisions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Chapter 5 GENERAL DEVELOPMENT STANDARDS

Article 3 Division of Land

Sec. 5-3.1 Purpose of article.

This article establishes land development standards for the division of land that implement Comprehensive Plan policies requiring the uniform subdivision regulations that support and facilitate the desired development patterns. It is the intent of these standards to promote sound communities and healthful living environments as well as to require new development to bear its fair share of the costs of providing adequate public facilities and services.

Sec. 5-3.2 General provisions.

(a) Approval required. The division of land requires County review and approval for compliance with the standards of this article unless the division is specifically identified in the LDC as exempt from these standards. For the purposes of the LDC, the lot of record (as defined in Chapter 6) is the reference for any division of land and the basis for determining the applicable review and approval process for such division.

(b) Modification of standards. Variances to the strict application of the standards of this article are not available from the Planning Official, BOA or SRIA. Where the provisions of this article specifically allow, the County Engineer has discretion within accepted standards of engineering practice to allow for modifications that maintain the stated purposes of the article.

(c) Creation of new lots. No lot shall be created which requires a variance or another exception to the requirements of the LDC to provide sufficient buildable area or other conditions necessary to use the lot for its intended purposes. Additionally, unless established through the family conveyance exception of this section or the division of a lot of record into two single-family lots by an existing public right-of-way as authorized in Article 1 of Chapter 3, the creation of any new lot shall comply with the following:

(1) Zoning compliant. Each lot provides the minimum lot area and dimensions required by the applicable zoning district.

(2) Right-of-way frontage. Each lot fronts on a public or private right-of-way, whether improved or unimproved, which conforms to the definition of “street” in Chapter 6. Although such right-of-way typically affords the principal means of lot access, frontage along a right-of-way does not authorize or require access to that street.

(3) Subdivision review. The creation of lots by the division of a ~~parcel~~ lot of record into three or more contiguous lots (i.e., subdivision) shall be reviewed for

compliance ~~comply~~ with the ~~subdivision~~ standards of this article ~~and shall be reviewed for compliance as~~ through the applicable subdivision review process prescribed in Chapter 2.

(d) Family conveyance exception. No division of land or building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. An affidavit of qualifying family relationship shall be filed with the application for this exception and shall be recorded in the Official Records of Escambia County, Florida with a copy to the Escambia County Property Appraiser, at the expense of the applicant. This exception shall apply only once to any owner-applicant.

(e) Completion of platting. Unless otherwise exempt under provisions of the LDC, before any lot may be sold or before any building permit is issued to construct improvements on any lot that makes reference to the final plat, the plat shall be approved by the Board of County Commissioners (BCC) and recorded in the public records of Escambia County.

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 F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” or such other appropriate word or phrase in order to accomplish such intentions.

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Section 5. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 2, DEVELOPMENT AND COMPLIANCE REVIEW, ARTICLE 5, SUBDIVISIONS, SECTION 2-5.3, MINOR SUBDIVISIONS, AMENDING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, ARTICLE 3, DIVISION OF LAND, SECTION 5-3.2, GENERAL PROVISIONS, TO MODIFY PROVISIONS GOVERNING SUBDIVISIONS AND THE DIVISION OF LAND WITHIN THE COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

WHEREAS, the County finds it necessary to modify regulations governing the development of subdivisions and the general division of land to ensure orderly land development patterns and to protect the citizens of the County from any off-site impacts which may be caused by subdivision or division of land; and

WHEREAS, it is necessary to establish and define a point of beginning for all division of land in order to regulate the subsequent division of land; and

WHEREAS, the County finds it necessary to clarify definitions related to subdivisions and the division of land; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the health, safety, and general welfare of the County to modify its provisions governing subdivisions and the division of land.

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

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 2, Development and Compliance Review, Article 5, Subdivisions, Section 2-5.3, Minor subdivisions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Chapter 2 DEVELOPMENT AND COMPLIANCE REVIEW

Article 5 Subdivisions

Sec. 2-5.3 Minor subdivisions.

(a) General. Minor subdivision approval is a limited option for the subdivision of ~~land~~ one or more lots of record where the supporting infrastructure is already in place ~~final plat is not recorded in the public records of the county~~ and the subdivision is not subject to the platting requirements of Florida S~~s~~tatutes. ~~One of the requirements is that the supporting infrastructure is already in place.~~ Unless subdivision complies with ~~A minor subdivision shall fulfill~~ all of the following criteria~~:~~, it is not eligible for the minor subdivision option and shall require preliminary and final plat approval as prescribed in this article:

(1) Number of lots. If any subdivision lots are less than four acres ~~on an existing public or private street~~, the maximum number of lots that can be created is five.

(2) Existing street frontage. All subdivision lots front on an existing public or private street, paved or unpaved, providing the minimum right-of-way prescribed in Chapter 5.

(3) No new streets. No new street or any extension of an existing street is proposed or required.

(4) No dedications. There is no dedication of public improvements. This does not preclude such acquisitions as an additional right-of-way for an existing street to provide the minimum width prescribed by the LDC.

(5) Lot grading plans. A lot grading plan is required for each lot; however, a stormwater management plan may not be required**.**

~~**(6) Effective period.** Approved minor subdivisions shall be effective and remain valid for period of 1 year from the date of approval. The minor subdivision plat shall expire and be void if each of the newly created lots are not recorded by deed or other legal instrument in the official records of Escambia County within the valid period of approval.~~

(b) Approval process.

Checklists provided by the appropriate department will give the applicant quick and ready access to the requirements of this article. Approved minor subdivisions shall be effective and remain valid for period of 1 year from the date of approval. The minor subdivision plat shall expire and be void if each of the newly created lots are not recorded by deed or other legal instrument in the official records of Escambia County within the valid period of approval.

Section 2. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Article 3, Division of Land, Section 5-3.2, General provisions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Chapter 5 GENERAL DEVELOPMENT STANDARDS

Article 3 Division of Land

Sec. 5-3.1 Purpose of article.

This article establishes land development standards for the division of land that implement Comprehensive Plan policies requiring the uniform subdivision regulations that support and facilitate the desired development patterns. It is the intent of these standards to promote sound communities and healthful living environments as well as to require new development to bear its fair share of the costs of providing adequate public facilities and services.

Sec. 5-3.2 General provisions.

(a) Approval required. The division of land requires County review and approval for compliance with the standards of this article unless the division is specifically identified in the LDC as exempt from these standards. For the purposes of the LDC, the lot of record (as defined in Chapter 6) is the reference for any division of land and the basis for determining the applicable review and approval process for such division.

(b) Modification of standards. Variances to the strict application of the standards of this article are not available from the Planning Official, BOA or SRIA. Where the provisions of this article specifically allow, the County Engineer has discretion within accepted standards of engineering practice to allow for modifications that maintain the stated purposes of the article.

(c) Creation of new lots. No lot shall be created which requires a variance or another exception to the requirements of the LDC to provide sufficient buildable area or other conditions necessary to use the lot for its intended purposes. Additionally, unless established through the family conveyance exception of this section or the division of a lot of record into two single-family lots by an existing public right-of-way as authorized in Article 1 of Chapter 3, the creation of any new lot shall comply with the following:

(1) Zoning compliant. Each lot provides the minimum lot area and dimensions required by the applicable zoning district.

(2) Right-of-way frontage. Each lot fronts on a public or private right-of-way, whether improved or unimproved, which conforms to the definition of “street” in Chapter 6. Although such right-of-way typically affords the principal means of lot access, frontage along a right-of-way does not authorize or require access to that street.

(3) Subdivision review. The creation of lots by the division of a ~~parcel~~ lot of record into three or more contiguous lots (i.e., subdivision) shall be reviewed for compliance ~~comply~~ with the ~~subdivision~~ standards of this article ~~and shall be reviewed for compliance as~~ through the applicable subdivision review process prescribed in Chapter 2.

(d) Family conveyance exception. No division of land or building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. An affidavit of qualifying family relationship shall be filed with the application for this exception and shall be recorded in the Official Records of Escambia County, Florida with a copy to the Escambia County Property Appraiser, at the expense of the applicant. This exception shall apply only once to any owner-applicant.

(e) Completion of platting. Unless otherwise exempt under provisions of the LDC, before any lot may be sold or before any building permit is issued to construct improvements on any lot that makes reference to the final plat, the plat shall be approved by the Board of County Commissioners (BCC) and recorded in the public records of Escambia County.

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 F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

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Section 5. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14397 **Growth Management Report 12. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/05/2018
Issue: 5:49 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 3, Zoning Regulations
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial District, Subsections 3-2.11(a), 3-2.11(b), 3-2.11(b)(6), 3-2.11(c), 3-2.11(d)(8), 3-2.11(g)

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial district (HC/LI), Subsection 3-2.11(a), Purpose; Subsection 3-2.11(b), Permitted Uses; Subsection 3-2.11(b)(6), Industrial and Related; Subsection 3-2.11(c) Conditional Uses; Subsection 3-1.22(d)(8), Site and Building Requirements, Other Requirements; creating Subsection 3-2.11(g), Performance Standards for Certain Parcels, to address industrial uses which are zoned HC/LI and located within Mixed-Use Suburban (MU-S) Future Land Use category.

This hearing serves as the first of two public hearings.

BACKGROUND:

The Board of County Commissioners found that the consolidation of zoning districts included in the April 16, 2015, adoption of the Land Development Code did not eliminate all occurrences of zoning districts that appear to allow uses, density, or other intensities of use not authorized by the prevailing purposes and associated provisions of applicable future land use categories. They found that there are occurrences of Heavy Commercial and Light Industrial (HC/LI) zoning within the Mixed-Use Suburban (MU-S) future land use category that are inconsistent. This action is remedial in nature following DEO's recent determination in DEO Case Number 18-003.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

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

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

Attachments

Draft Ordinance
Discussion Alternative Draft Odinance
County Response Letter Ordinance 2017-65
Exhibit A County Response Ordinance 2017-65
Exhibit B County Response Ordinance 2017-65
Exhibit C County Response Ordinance 2017-65
Email from Sherry Spiers from DEO Received on May 1, 2018 (Planning Board hearing date)
Determination of Consistency of Land Development Regulation from DEO

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, SECTION 3-2.11 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI), SUBSECTION 3-2.11(a), PURPOSE; SUBSECTION 3-2.11(b), PERMITTED USES; SUBSECTION 3-2.11(b)(6), INDUSTRIAL AND RELATED; SUBSECTION 3-2.11(c) CONDITIONAL USES; SUBSECTION 3-2.11(d)(8), SITE AND BUILDING REQUIREMENTS, OTHER REQUIREMENTS; CREATING SUBSECTION 3-2.11(g), PERFORMANCE STANDARDS FOR CERTAIN PARCELS; TO ADDRESS INDUSTRIAL USES WHICH ARE ZONED HC/LI AND LOCATED WITHIN THE MIXED-USE SUBURBAN (MU-S) FUTURE LAND USE CATEGORY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Legislature of the State of Florida has, in Chapter 163, Florida Statutes, directed local governments to each adopt a comprehensive plan that provides the principles, guidelines, standards, and strategies for orderly and balanced future development within their jurisdictions, that includes a future land use element designating the future general distribution, location, and extent of the uses of land, and that provides meaningful guidelines for the content of more detailed land development and use regulations; and

WHEREAS, the Escambia County Board of County Commissioners has, within the future land use element of the adopted Escambia County Comprehensive Plan, established future land use categories and related policies to form future land use patterns that encourage compact and mixed-use urban development, support transit, provide a clear separation between urban, suburban, and rural areas, and provide protection for existing agricultural areas; and

WHEREAS, the Board has, within the regulations of the county's Land Development Code, established one or more zoning districts containing specific and detailed provisions necessary to implement the established purpose and the general distribution, location, and extent of uses of each future land use category within the Comprehensive Plan; and

WHEREAS, the Board finds that the consolidation of zoning districts included in the April 16, 2015, adoption of the Land Development Code did not eliminate all occurrences of zoning districts that appear to allow uses, density, or other intensities of use not authorized by the prevailing purposes and associated provisions of applicable future land use categories; and

WHEREAS, the Board finds that there are occurrences of Heavy Commercial and Light Industrial (HC/LI) zoning within the Mixed-Use Suburban (MU-S) future land use category; and

WHEREAS, the Board finds that it is in the best interests of the health, safety, and welfare of the public to address inconsistency created by HC/LI zoning within the MU-S future land use category.

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

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) 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 HC/LI zoning district supports certain commercial development within the MU-S FLU category. 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.

(b) Permitted uses. If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned general commerce district (C-2), gateway business district (GBD), gateway industrial district (GID), industrial district (ID-1), or industrial district commerce park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the commercial (COM) zoning district as prescribed in the preceding section of this article, except industrial. Therefore, any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the permitted uses are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions See also conditional uses in this district.

(2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

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(6) Industrial and related. ~~Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.~~, not allowed within MU-S.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial, ~~not allowed within MU-S.~~

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning, ~~not allowed within MU-S~~.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. However, if within the Mixed-Use Suburban (MU-S) future land use category and previously zoned Gateway Business District (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD, the conditional uses are limited to those of the Commercial (Com) district as prescribed in the preceding section of this article, except industrial:

(1) Residential. Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(2) Retail services. Restaurants not among the permitted uses of the district.

(3) Public and civic. Cinerators.

(4) Recreation and entertainment.

a. Motorsports facilities on lots 20 acres or larger.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Shooting ranges, outdoor.

(5) Industrial and related, not allowed within MU-S.

a. Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

c. Salvage yards not otherwise requiring approval as solid waste processing facilities.

d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

(6) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

(7) Other uses.

a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:

(1) Density. A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C), and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

c. Corner lots. Will have one front setback and one side setback.

(8) Other requirements.

a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. Parcels within MU-S previously zoned GBD. The previous GBD zoning district was intended to enhance specific segments of the US 29 and SR 97 corridor as a visually attractive, well planned business community. The GBD district was characterized by community-serving commercial uses located adjacent to or in immediate proximity to the US 29 corridor and in immediate proximity to SR 97. For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility. See Sec. 3-2.11(g).

c. Planned Business Development if within parcels previously zoned GBD and located within MU-S. Minimum parcel size two acres.

1. **Definition.** Planned Business Development *(PBD).* An area of a minimum contiguous size to be planned, developed, operated, and maintained as a single entity and containing one or more structures to accommodate retail, service, commercial, or office uses, or a combination of such uses, and appurtenant common areas and accessory uses incidental to the predominant uses.

2. **Intent and purpose of planned developments**.

   The intent of these developments is to assure excellence in site planning and design in order to accomplish the objectives of the district in which the development is being located and to assure that incompatibilities between adjacent uses are adequately addressed. The PBD must be a minimum parcel size of two acres and a maximum of 30,000 square feet.

3. **Processing planned developments.** The department shall forward copies of the preliminary development plan to the members of the development review committee. The development review committee shall consider:

   a. Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.

   b. The nature of the proposed development, including land use types and densities; the approximate total ground coverage of paved areas and structures and types of water and sewer treatment systems.

   c. Conformity of the proposed development with the Comprehensive Plan, this Code and other applicable ordinances of the county.

   d. Other applicable factors and standards prescribed by the Comprehensive Plan and this Code.

   e. The DRC shall review the application and submit its comments and recommendations to the applicant within 10 working days of the receipt of the completed application

   f. The submission requirements for the planned development includes more general criteria at the concept development plan phase, which is optional, and more detailed criteria submitted for review at the preliminary and final development plan phases. An application check list shall be provided by the department.

4. Performance standards apply. See Sec. 3-2.11(g)

~~c.~~ **d. Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulation and standards.

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria; except properties that were previously zoned GBD and were exempt from locational criteria:

(1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district

b. Any intrusion into a recorded residential subdivision is limited to a corner lot

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(3) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) Rezoning to HC/LI.

(1) Generally. Heavy Commercial and Light Industrial zoning may be established by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) **HC/LI-NA designation.** Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

(g) Performance Standards and Site and Building Requirements for Parcels located in MU-S and previously zoned GBD or for Planned Business Developments within same.

(1) Site and building requirements. For principal uses, the following shall apply:

a. *Lot area.* There shall be no minimum lot area, except for recreational camping facilities which shall require a minimum lot size of five acres.

b. *Lot coverage.* At least 15 percent of each lot or parcel shall remain pervious (85 percent maximum impervious cover ratio).

c. *Lot width.* There shall be no minimum lot width.

d. *Yard.* There shall be a front and rear yard of at least 15 feet. There shall be a minimum side yard of ten feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code or 20 feet, whichever is greater.

e. *Building height.* Mean average roof height shall not exceed 45 feet above average finished grade, except for commercial communication towers which shall not exceed 150 feet in height.

f. *Signs.* No sign shall exceed 35 feet in height. For other sign provisions see Chapter 5, Article 8.

g. *Buffering, screening, and roadway setbacks.*

(2) Buffering and screening.

a. When adjacent to single-family or two-family districts or multiple-family and office districts or agricultural districts a buffer is required.

b. The following relationships between land uses require a buffer:

1. Multiple-family, zero lot line or office uses, where they are adjacent to single-family or two-family uses.

2. Commercial land uses, where they are adjacent to residential uses.

c. *Minimum buffer guidelines.*

1. A buffer is a landscaped strip along parcel boundaries that serves as a buffer between incompatible uses and zoning districts, as an attractive boundary of the parcel or use, or as both a buffer and attractive boundary.

2. The width of the buffer and degree of vegetation required depends on the nature of the adjoining zoning districts and uses.

3. The performance guidelines for buffers are set out in the following provisions which specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of each side of the property boundary requiring a buffer shall be divided by 100 and multiplied by the number of plants outlined below. Plants may be spread evenly along the length of the buffer, or may be clustered to accomplish the intent of the buffer.

4. Canopy trees are those that reach a mature height of 30 feet or greater.

5. Understory trees are those that reach a mature height of less than 30 feet.

6. Use of existing native vegetation is preferred for buffers.

7. Where any other code provisions are less stringent than these buffer standards, the requirements of this section shall prevail.

8. All new development located within MU-S and formerly zoned GBD shall follow the buffer performance standards as follows:

a. B-1: Ten feet in width, 3 canopy trees, 4 understory trees, and twenty shrubs.

b. B-2: Fifteen feet in width, 2.75 canopy trees, 3.5 understory trees, and eighteen shrubs.

(3) Roadway setback requirements.

a. A roadway setback is a landscaped strip along the right-of-way line, that serves as an attractive boundary to accomplish the intent of the gateway districts.

b. The performance guidelines for roadway setbacks are set out in the above section and specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of the property boundary requiring the roadway setback shall be divided by 100 and multiplied by the number of plants outlined below. Plants may be spread evenly along the length of the right-of-way line, or may be clustered to attain roadway frontage visibility and access.

c. Canopy trees are those that reach a mature height of 30 feet or greater.

d. Understory trees are those that reach a mature height of less than 30 feet.

e. Any fencing placed on the front perimeter of any parcel in the gateway districts shall be located within the setback area.

f. Where any other code provisions are less stringent than these roadway setback standards, the requirements of this section shall prevail.

g. The roadway setback performance guidelines shall apply to all new development, with the exception of single-family residential, as follows:

1. Parcels along U.S. Highway 29:
   a. B-1: Ten feet in width, 3 canopy trees, 4 understory trees, and twenty shrubs or
   b. B-2: Fifteen feet in width, 2.75 canopy trees, 3.5 understory trees, and eighteen shrubs or
   c. B-3: Twenty feet in width, 2.5 Canopy trees, 1.5 understory trees, and 16 shrubs.
2. Parcels along State Road 95A:
   a. A-1: 10 feet in width, 2.5 canopy trees, 1.5 understory trees, and 8 shrubs or
   b. A-2: 15 feet in width, 2 canopy trees, 1 understory trees, and 6 shrubs.

(4) Outside Storage

a. All business, services, or manufacturing, or processing of materials, goods, or products, shall be conducted within completely enclosed buildings. Storage may be permitted outdoors upon demonstration of need and approval by the Board of Adjustment. Such storage shall be effectively screened by a wall, fence, or planting so that such materials will not be visible from a public way, except in those cases where the BOA determines such screening is unreasonable. Where a lot line within a district abuts the side or rear lot line of any residential lot, screening/buffering is required. Such screening/buffering may be in the form of unimproved property, walls, fences, or landscaping and shall be at least 50% opaque when viewed from any point along said residential lot line. When landscaping is used for screening, the opacity requirements shall be attained within 18 months of the issuance of a certificate of occupancy. The primary purpose of the screening/buffering is to ensure compatibility of adjacent uses.

b. The BOA shall make its determination based on the following criteria:

1. The following screening requirements shall apply to all new development in which outside storage is allowed. Further, existing unscreened outside storage shall be made to conform to the requirements of this section as a condition of permit approval for any improvements on site exceeding a value of $2,500.00.

2. Where outside storage of materials, equipment and machinery is permitted, all such storage shall comply with the following screening requirements:

a. All outdoor storage shall be surrounded by a substantial continuous masonry, wooden or metal fence (not including chainlink fences), or a wall, any of which shall be a minimum of eight feet in height without openings of any type except for one entrance and/or one exit which shall not exceed 25 feet in width.

b. Gates at entrance or exit shall be of a material without visual openings.

c. The screen shall be constructed of the same type of material throughout.

d. Screens shall not be closer to the property line than any roadway setback line as required.

e. No screen shall be constructed of metal that will rust.

f. Screens shall be maintained in good repair at all times.

g. Screening requirements do not apply to vehicles (truck, cars) used in the daily operation of a business, or to automobiles or mobile homes on display for sale.

h. Buffer in lieu of screening. Where an outdoor storage area does not abut a public street or highway and cannot be viewed from any public way, a vegetative buffer may be permitted in lieu of screening. A buffer "B-1" as described herein shall be required.

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 F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” 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 _____, 2018.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

By: _____

Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

Sec. 3-2.11 - Heavy commercial and light industrial district (HC/LI).

(a) *Purpose.* The heavy commercial and light industrial (HC/LI) 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 and the applicable future land use (FLU) category. 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.

(b) *Permitted uses.* ~~If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned general commerce district (C-2), gateway business district (GBD), gateway industrial district (GID), industrial district (ID-1), or industrial district commerce park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the commercial (Com) zoning district as prescribed in the preceding section of this article. Therefore, for any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the~~ The permitted uses within the HC/LI district are limited to the following:

(1) *Residential.* Any residential uses if outside of the industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) *Retail sales.* Retail sales, including low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, manufactured (mobile) homes.

(3) *Retail services.*

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) *Public and civic.*

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for governmental agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.* ~~Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.~~ <u>The following uses are allowed; however, within MU-S the uses are only allowed within buildings at a non-industrial commercial neighborhood scale (gross floor area 30,000 sq. ft. or less per lot) and on parcels two acres or less that front an arterial street:</u>

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial~~, not allowed within MU-S~~.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning~~, not allowed within MU-S~~.

See also conditional uses in this district.

(7) *Agricultural and related.*

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) *Other uses.* ~~Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.~~

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. ~~However, if within the mixed-use suburban (MU-S) future land use category and previously zoned gateway business district (GBD), then no conditional uses are available~~. If within the MU-S future land use category, no industrial conditional uses are allowed. ~~and not previously zoned GBD, the conditional uses are limited to those of the commercial (Com) district as prescribed in the preceding section of this article:~~

(1) *Residential.* Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(2) *Retail services.* Restaurants not among the permitted uses of the district.

(3) *Public and civic.* Cinerators.

(4) *Recreation and entertainment.*

a. Motorsports facilities on lots 20 acres or larger.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Shooting ranges, outdoor.

(5) *Industrial and related, ~~not allowed within MU-S~~.* The following uses are allowed, except within MU-S.

a. Asphalt and concrete batch plants if within the industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, part I, chapter 42, article VIII, and land use regulations in part III, the land development code, chapter 4).

* Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

c. Salvage yards not otherwise requiring approval as solid waste processing facilities.

d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.
2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.
3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.
4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage

(6) *Agricultural and related.* Kennels or animal shelters not interior to veterinary clinics.

(7) *Other uses.*

a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the HC/LI district:

(1) *Density.* A maximum density of 25 dwelling units per acre. Lodging unit density not limited by zoning.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the mixed-use suburban (MU-S), commercial (C), and industrial (I) future land use categories, and 2.0 within mixed-use urban (MU-U).

(3) *Structure height.* A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel ~~previously zoned GBD and~~ within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* No minimum lot width required by zoning.

(6) *Lot coverage.* Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of nonresidential uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Fifteen feet in both front and rear.

b. *Sides.* Ten feet on each side, including any group of attached townhouses.

c. *Corner lots.* Will have one front setback and one side setback.

For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height.

(8) *Other requirements.*

a. *Access.* For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

~~b. *Parcels within MU-S previously zoned GBD.* For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current land development code to ensure compatibility.~~

~~c~~b. *Chapters 4 and 5.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria; except properties located within MU-S and that were previously zoned GBD ~~and were~~ which are exempt from locational criteria:

(1) *Proximity to intersection.* Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(2) *Site design.* Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district.

b. Any intrusion into a recorded residential subdivision is limited to a corner lot.

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(3) *Documented compatibility.* A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the community redevelopment agency (CRA).

(f) *Rezoning to HC/LI.*

(1) *Generally.* Heavy commercial and light industrial zoning may be established by rezoning only within the mixed-use urban (MU-U), commercial (C), or industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid

undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) *HC/LI-NA designation.* Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the

DRAFT

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March 7, 2018

Florida Department of Economic Opportunity
Attn: Mr. Jon F. Morris, Assistant General Counsel
Caldwell Building
107 E. Madison Street
Tallahassee, Florida 32399

Re: Rogers v. Escambia County, Florida
Administrative Challenge to Ordinance No. 2017-65

Dear Mr. Morris:

Please accept this letter and the enclosed attachments as Escambia County's response to a question raised during the proceeding on March 2, 2018. Ms. Spiers asked whether the number of parcels within the County which are zoned Heavy Commercial/Light Industrial (HC/LI) and located within the Mixed-Use Suburban (MU-S) Future Land Use (FLU) are such that they change the nature of the MU-S FLU from a primarily residential district to a primarily non-residential district. The County maintains it does not and responds with specificity as follows:

I. In 2015 Escambia County adopted a new Land Development Code (LDC) which repealed and replaced the entire code and rezoned the County. Through this action, all zoning districts were consolidated and the number of districts were reduced from 35 zoning categories to 14 categories. HC/LI zoning did not exist prior to 2015.

II. Before the 2015 rezoning and in a separate action, the County also consolidated its FLU categories. There were previously 33 FLU categories which were reduced to 9 categories for the Mainland Districts.

III. The newly consolidated zoning districts were applied to the existing FLU categories.

IV. The determination as to both the nature of the zoning consolidation and as to which new zoning district would be applied to each parcel and the corresponding FLU was based on the prior zoning, the existing uses, and the surrounding areas.

V. HC/LI parcels were placed within the Mixed-Use Suburban (MU-S), Mixed Use Urban (MU-U), Commercial (COM), and Industrial (IND) categories. These categories increase in intensity in the following order: MU-S, MU-U, COM, and IND.

VI. There are 7,238 HC/LI parcels located within the County. There are 720 parcels within the MU-S FLU category that are zoned HC/LI. A map showing the current zoning in all MU-S FLU categories is attached as **Exhibit A**[1].

VII. There are 49,887 parcels within the MU-S FLU within the County. Of the 49,887 parcels located within MU-S FLU, only 720 parcels are zoned HC/LI. This number comprises 1.91% of the overall total MU-S parcels. A map showing all HC/LI zoning in the MU-S FLU category is attached as **Exhibit B.**

VIII. There are 56,615.6 acres within the MU-S FLU. Of the 56,615.6 acres located within the MU-S FLU, 1087.5 acres are zoned HC/LI. This number comprises 1.92% of the overall MU-S acreage.

IX. The following is a breakdown of the zoning and acreage of all parcels within the MU-S FLU:

ZONING	Parcel Count	Percent of Total Parcels	Acreage	Percent of Total Acreage
Com	2,084	4.18%	2000.8	3.53%
Con	60	0.12%	1160.2	2.05%
HC/LI	718	1.44%	1079.3	1.91%
HC/LI-NA	2	0.00%	8.2	0.01%
HDMU	2,877	5.77%	2521.3	4.45%
HDR	1,531	3.07%	893.4	1.58%
Ind	4	0.01%	47.4	0.08%
LDMU	1,009	2.02%	1331.3	2.35%
LDR	22,966	46.04%	36383.4	64.26%
MDR	18,553	37.19%	10164.3	17.95%
NONE	5	0.01%	32.6	0.06%
Pub	57	0.11%	682.9	1.21%
Rec	10	0.02%	288.7	0.51%
RMU	11	0.02%	21.8	0.04%
Totals	49887	100.00%	56615.6	100.00%

X. Low Density Residential (LDR), Medium Density Residential (MDR), and High Density Residential (HDR) are the primary residential zoning districts within the County. Low

1 The maps are being sent via email and in hardcopy through the U.S. Mail. The hardcopies are difficult to read due to the scale required to accommodate placement of the map on a single sheet of paper. The electronic maps sent via .pdf are such that the reader may enlarge the map to view in detail.

Density Mixed Use (LDMU) and High Density Mixed Use (HDMU) are additional zoning categories which are residential in nature.

XI. The following is a comparison between parcels zoned LDR, MDR, and HDR and additionally between parcels zoned LDR, MDR, HDR, LDMU, and HDMU located within the MU-S FLU as compared to those zoned HC/LI:

A. Using parcel counts:
   1. There are 720 total HC/LI parcels within MU-S compared to 43,050 total parcels which are zoned LDR, MDR, and HDR. This ratio is 1: 59.8
   2. There are 720 total HC/LI parcels within MU-S compared to 46,936 total parcels which are LDR, MDR, HDR, LDMU, and HDMU. This ratio is 1: 65.2

B. Using parcel acreage:
   1. A total of 1,087.5 acres are zoned HC/LI within MU-S compared to 47,441.1 acres for parcels zoned LDR, MDR, and HDR. This ratio is 1: 43.6
   2. A total of 1,087.5 acres are zoned HC/LI within MU-S compared to 51,293.7 acres for parcels zoned for LDR, MDR, HDR, LDMU, and HDMU. This ratio is 1: 47.2

XII. Of the 720 HC/LI parcels within the MU-S FLU category, the following is a breakdown by parcel size:

A. 480 total parcels are less than one-half (0.5) of an acre.
B. 75 total parcels are between one-half (0.5) and one (1) acre. A total of 555 parcels are less than one (1) acre.
C. 68 total parcels are between one (1) and two (2) acres. A total of 623 parcels are less than two (2) acres.
D. 61 total parcels are between two (2) and five (5) acres. A total of 684 parcels are less than five (5) acres.
E. 18 total parcels are between five (5) and 10 acres. A total of 702 parcels are less than 10 acres.
F. 12 total parcels are between 10 and 20 acres. A total of 714 parcels are less than 20 acres.
G. There are six (6) parcels which are greater than 20 acres.

A spreadsheet containing the acreage and location of all parcels zoned HC/LI within the MU-S FLU is attached as **Exhibit C.**

XIII. The size and nature of the parcels additionally serve to constrain future development. Regulations and standards governing stormwater management, noise, transportation, access, buffering, parking, setbacks, square footage and wetland impacts, along with other criteria, are addressed through the County's Development Review Committee (DRC) prior to approval of any new development.

XIV. The majority of the HC/LI properties within the MU-S FLU within the County are located along major transportation corridors. The map attached as **Exhibit B** identifies the principal arterial, minor arterial, collector, and local roadways and their relation to HC/LI zoning within MU-S. HC/LI zoning along a major transportation corridor within MU-S does not change the nature of the MU-S FLU category from a residential to a non-residential category. Sound planning principles support such uses along transportation corridors.

XV. The amendments contained in Ordinance 2017-65 serve to remove industrial uses from parcels zoned HC/LI within the MU-S FLU.

In sum, the number and location of parcels zoned HC/LI within the MU-S category do not change the primarily residential nature of the MU-S category. Neither does Ordinance 2017-65.

Ordinance 2017-65 specifically limits certain parcels zoned HC/LI within MU-S to only those uses allowed within the Commercial (COM) zoning district, a less intense zoning district which is compatible with MU-S. Ordinance 2017-65 further prohibits heavy industrial uses from all other HC/LI parcels located within the MU-S category which are not otherwise limited to the commercial uses. This ordinance serves to eliminate any inconsistency which may have been caused by the 2015 county-wide rezoning. Regardless of whether other avenues exist to address the zoning or FLU of each parcel on an individual basis, such avenues do not preclude the County from addressing the question as a whole. Similarly, any opinion or discussion by a planner, applicant, or interested citizen(s) during the dozen public hearings held on Ordinance 2017-65 does not invalidate the lawful action of the Board of County Commissioners simply because the Board ultimately agreed or disagreed with the individual. The Petitioner's dislike for the County direction that no property owner should lose any development rights is again not a basis for determination that the County's act through this Ordinance was unlawful. And finally, the Petitioner's argument that the County should have assigned a FLU of either MU-U, COM, or IND, all of which are more intense and would allow heavier industrial uses, is contrary to the Petitioner's stated goal.

The County requests that DEO issue a determination of consistency and deny the Petitioner's challenge. Should you require any additional information, please do not hesitate to write. Thank you for allowing the County to submit its response.

Respectfully,

Meredith D. Crawford, Esquire
Assistant County Attorney

Enclosures
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EXHIBIT A -

Santa Rosa County
Florida

Alabama

Legend

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- City of Pensacola
- Escambia County Florida
- Alabama
- Santa Rosa County
- Water

Current Zoning in MU-S FLU

- Agr
- RR
- LDR
- MDR
- HDR
- RMU
- LDMU
- HDMU
- Com
- HC/LI
- HC/LI-NA
- Ind
- Con
- Pub
- Rec
- NONE

Current Zoning
in MU-S Future Land Use 2030

Perdido Bay

Pensacola Bay

Gulf of Mexico

1 0.5 0 1 Miles

"This map was prepared by the Escambia County GIS Division and is provided for informational purposes only. It is not to be used by Escambia County Government in plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."

Map created 3/5/2018

Document Path: Q:\EAR_Zonings\LDC_Zoning_Rehash\HC\LI_MU\SUB_analysis\2\MUS_Current_Zonings.mxd

EXHIBIT B

Santa Rosa County
Florida

Alabama

HC/LI Zoning
in MU-S Future Land Use 2030

Legend

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- City of Pensacola
- Escambia County Florida
- Alabama
- Santa Rosa County
- Water
- HC/LI
- HC/LI-NA

Perdido Bay

Pensacola Bay

Gulf of Mexico

1 0.5 0 1 Miles

"This map was prepared by the Escambia County GIS Division and is provided for informational purposes only. The GIS Division assumes no responsibility for plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."

Map created 3/5/2018

Document Path: Q:\EAR_Zoning\LDC_Zoning_Rehab\HC\LI_MU\SUB_analysis2\MUS_Current_Zonings_just_HC\LI.mxd

EXHIBIT C

#	Current Zoning	Old Zoning	FLU 2030	REFERENCE	OWNER	SITEADDR	CITY	ZIP	DISTRICT	Area SQFT	Acreage
1	HC/LI	C-2	MU-S	252S311103004200	MILLVIEW ESTATES HOMEOWNERS ASSOCIATION INC	RIPSAW LN	PENSACOLA	32506	1	108	0.00
2	HC/LI	SDD	MU-S	242S312100007002	SCHAUB RUSSELL W	10681 WILLOW LAKE DR	PENSACOLA	32506	1	237	0.01
3	HC/LI	C-2	MU-S	152S311100006001	HABBEN DAVID A &	1923 CROWN POINTE BLVD	PENSACOLA	32506	1	271	0.01
4	HC/LI	R-5	MU-S	123S322000004005	FOWLER CHERRY F	5545 CAMBRIA DR	PENSACOLA	32507	2	453	0.01
5	HC/LI	SDD	MU-S	252S311103070002	WHITE THOMAS WAYNE JR	712 BUCKSAW DR	PENSACOLA	32506	1	500	0.01
6	HC/LI	GBD	MU-S	021N312302000000	ADKISSON MICHAEL &	1455 HIGHWAY 95-A NORTH	CANTONMENT	32533	5	573	0.01
7	HC/LI	R-5	MU-S	123S322000040009	ALLBRITTON DONNA W TRUSTEE	5400 BLK MEDINA RD	PENSACOLA	32507	2	642	0.01
8	HC/LI	GID	MU-S	211N304400000220	EMERALD COAST UTILITIES AUTHORITY	3100 BLK HIGHWAY 29 SOUTH	CANTONMENT	32533	5	685	0.02
9	HC/LI	C-2	MU-S	123S322000026005	SPARKMAN BETTY J EST OF	5300 BLK MCGRITS BLVD	PENSACOLA	32507	2	833	0.02
10	HC/LI	C-2	MU-S	123S322000004007	COSTA MARCOS A	5497 MEDINA RD	PENSACOLA	32507	2	836	0.02
11	HC/LI	C-2	MU-S	152S311100004002	WISE KURT	1912 CROWN POINTE BLVD	PENSACOLA	32506	1	900	0.02
12	HC/LI	C-2	MU-S	352S301000006001	CALISCH HARRY F	5401 W FAIRFIELD DR	PENSACOLA	32506	2	934	0.02
13	HC/LI	C-2	MU-S	242S311101003003	BRIDGES TERRELL D JR	9725 HIGHWAY 98 W 14	PENSACOLA	32506	1	1050	0.02
14	HC/LI	C-2	MU-S	242S311101007002	COLLINGS BARRY S	9725 HIGHWAY 98 W 7	PENSACOLA	32506	1	1050	0.02
15	HC/LI	C-2	MU-S	242S311101002003	PETERSON GREGORY D	9725 HIGHWAY 98 W 15	PENSACOLA	32506	1	1050	0.02
16	HC/LI	C-2	MU-S	242S311101003002	DYKSTRA JEFFERY P & SARA P	9725 HIGHWAY 98 W 3	PENSACOLA	32506	1	1050	0.02
17	HC/LI	C-2	MU-S	242S311101007003	BRIDGES TERRELL D JR	9725 HIGHWAY 98 W 10	PENSACOLA	32506	1	1050	0.02
18	HC/LI	C-2	MU-S	242S311101002002	600 NORTH FAIRFIELD LLC	9725 HIGHWAY 98 W 2	PENSACOLA	32506	1	1050	0.02
19	HC/LI	C-2	MU-S	242S311101006002	JOHNSON SHONDALAY L	9725 HIGHWAY 98 W 6	PENSACOLA	32506	1	1050	0.02
20	HC/LI	C-2	MU-S	242S311101006003	SMK INVESTMENT PROPERTIES INC	9721 HIGHWAY 98 11	PENSACOLA	32506	1	1050	0.02
21	HC/LI	GBD	MU-S	211N301302000001	T L C PROPERTIES INC	3000 BLK HIGHWAY 29 SOUTH	CANTONMENT	32533	5	1082	0.02
22	HC/LI	R-5	MU-S	123S322000003003	HAYNIE TED B	5400 BLK MCGRITS BLVD	PENSACOLA	32507	2	1161	0.03
23	HC/LI	C-2	MU-S	242S312100010001	HILL MARK A & MICHELE C	10700 WILLOW LAKE DR	PENSACOLA	32506	1	1176	0.03
24	HC/LI	ID-CP	MU-S	332N311300003100	EMERALD COAST UTILITIES AUTHORITY	1510 POWER BLVD	CANTONMENT	32533	5	1278	0.03
25	HC/LI	ID-1	MU-S	111N312304000001	MCCURDY WILLIAM E & BETTY L	29-N & MORRIS AVE	CANTONMENT	32533	5	1281	0.03
26	HC/LI	C-2	MU-S	242S311101005002	600 NORTH FAIRFIELD LLC	9725 HIGHWAY 98 W 5	PENSACOLA	32506	1	1300	0.03
27	HC/LI	C-2	MU-S	242S311101004003	WILEY EUGENIA V	9725 W HIGHWAY 98 #13	PENSACOLA	32506	1	1300	0.03
28	HC/LI	C-2	MU-S	242S311101004002	MILSTEAD ERIC	9725 HIGHWAY 98 W 4	PENSACOLA	32506	1	1300	0.03
29	HC/LI	C-2	MU-S	242S311101000003	BRIDGES TERRELL D JR	9725 HIGHWAY 98 W 12	PENSACOLA	32506	1	1300	0.03
30	HC/LI	ID-1	MU-S	241N302500009003	HOSSINK KAREN L	1429 GREYSTONE DR	PENSACOLA	32514	5	1334	0.03
31	HC/LI	C-2	MU-S	123S322000025005	FOX JAMES J	5384 MCGRITS BLVD	PENSACOLA	32507	2	1357	0.03
32	HC/LI	ID-CP	MU-S	071S311101000003	JUNIOR FOOD STORES OF WEST FLORIDA INC	5901 W NINE MILE RD	PENSACOLA	32526	1	1371	0.03
33	HC/LI	R-5	MU-S	123S322000003017	BEUMER THEODORE H &	5425 ARROWHEAD RD	PENSACOLA	32507	2	1424	0.03
34	HC/LI	GBD	MU-S	131N303003000001	TOWERCOM GULF COAST LLC	CHEMSTRAND & HWY 95 A	CANTONMENT	32533	5	1518	0.03
35	HC/LI	C-2	MU-S	242S311101001003	POPPELL RICHARD DAVID	9725 HIGHWAY 98 16	PENSACOLA	32506	1	1550	0.04
36	HC/LI	C-2	MU-S	242S311101001002	THOMPSON HARRY W III &	9725 HIGHWAY 98 W 1	PENSACOLA	32506	1	1550	0.04
37	HC/LI	C-2	MU-S	242S311101008002	LANDAS BOYD &	9725 HIGHWAY 98 W 8	PENSACOLA	32506	1	1550	0.04

38	HC/LI	C-2	MU-S	242S311101008003	SMK INVESTMENT PORPERTIES LLC	9725 HIGHWAY 98 WEST 9	PENSACOLA	32506	1	1550	0.04
39	HC/LI	C-2	MU-S	123S322000004015	NICHOLSON ANN M	5300 BLK YELLOW BLUFF RD	PENSACOLA	32507	2	2018	0.05
40	HC/LI	C-2	MU-S	123S322000004009	CARPENTER MARSHALL O JR	5479 CHATHAM AVE C,D	PENSACOLA	32507	2	2101	0.05
41	HC/LI	C-2	MU-S	252S311400103008	MILLVIEW ESTATES PHASE THREE HOMEOWNERS		PENSACOLA	32506	1	2138	0.05
42	HC/LI	C-2	MU-S	281S311000002002	ASHTON LLP		PENSACOLA	32526	1	2259	0.05
43	HC/LI	C-2	MU-S	252S312400040001	RICH GERALD E JR & CARLA L	618 WILD HERON WAY	PENSACOLA	32506	1	2287	0.05
44	HC/LI	GBD	MU-S	111N312305005001	WAC INVESTMENTS LLC	100 BLK WOODLAND ST	CANTONMENT	32533	5	2350	0.05
45	HC/LI	C-2	MU-S	123S322000048019	POWELL ALTON L	5424 ARROWHEAD RD	PENSACOLA	32507	2	2364	0.05
46	HC/LI	GBD	MU-S	111N314000003004	SPECIAL ASSETS COMPANY LLC	286 MUSCOGEE RD	CANTONMENT	32533	5	2424	0.06
47	HC/LI	C-2	MU-S	123S322000004023	LIBERTY OAKS PROPERTIES LLC	5323 CARTIER DR	PENSACOLA	32507	2	2584	0.06
48	HC/LI	C-1	MU-S	122S313102000001	CARLSON SHANDA G	1804 N BLUE ANGEL PKWY	PENSACOLA	32506	1	2750	0.06
49	HC/LI	C-2	MU-S	123S322000041007	LEVIN ERIC	5544 CAMBRIA	PENSACOLA	32507	2	3362	0.08
50	HC/LI	GBD	MU-S	111N314000001004	SMITH KEITH CONSTRUCTION LLC	284 MUSCOGEE RD	CANTONMENT	32533	5	3502	0.08
51	HC/LI	C-2	MU-S	242S312100008002	GARNHAM IAN R & MARY L	10671 WILLOW LAKE DR	PENSACOLA	32506	1	3597	0.08
52	HC/LI	GID	MU-S	211N304400000210	GATEWAY BUSINESS PARK OWNERS	3000 BLK HIGHWAY 29 SOUTH	CANTONMENT	32533	5	3994	0.09
53	HC/LI	C-2	MU-S	152S311100005001	SYMANEK ROBERT C	1919 CROWN POINTE BLVD	PENSACOLA	32506	1	4034	0.09
54	HC/LI	C-2	MU-S	252S312400210002	AMERICAN FIDELITY LIFE INSURANCE COMPANY	625 WILD HERON WAY	PENSACOLA	32506	1	4226	0.10
55	HC/LI	C-2	MU-S	252S312500001001	EVANS CURTIS	11245 LILLIAN HWY BEHIND	PENSACOLA	32506	1	4267	0.10
56	HC/LI	C-2	MU-S	123S322000004005	FOWLER CHERRY F	5545 CAMBRIA DR	PENSACOLA	32507	2	4500	0.10
57	HC/LI	GBD	MU-S	111N314000001006	INTERNATIONAL PAPER COMPANY	320 MUSCOGEE RD	CANTONMENT	32533	5	4508	0.10
58	HC/LI	GBD	MU-S	111N314000002006	INTERNATIONAL PAPER COMPANY	318 MUSCOGEE RD	CANTONMENT	32533	5	4508	0.10
59	HC/LI	GBD	MU-S	111N312304000002	HARRIS ELIZABETH ANN MARTINEZ TRUSTEE FOR HARRIS	98 MORRIS AVE	CANTONMENT	32533	5	4519	0.10
60	HC/LI	C-2	MU-S	123S322000044023	TRIPLETT GREGORY	5300 BLK PLATEAU RD	PENSACOLA	32507	2	4657	0.11
61	HC/LI	GBD	MU-S	111N314000004004	SPECIAL ASSETS COMPANY LLC	290 MUSCOGEE RD	CANTONMENT	32533	5	4661	0.11
62	HC/LI	GBD	MU-S	031N314103000000	WHITE SHEILA D	1000 BLK HIGHWAY 29	CANTONMENT	32533	5	4703	0.11
63	HC/LI	C-2	MU-S	281S311000001002	INTERNATIONAL PAPER COMPANY	6900 BLK KLONDIKE RD		32509	1	4751	0.11
64	HC/LI	C-2	MU-S	262S310950010001	PORCHE BETH M	1307 TREASURE CT	PENSACOLA	32506	1	4939	0.11
65	HC/LI	C-2	MU-S	123S322000003007	HILL MICHAEL L	5499 MEDINA RD	PENSACOLA	32507	2	4954	0.11
66	HC/LI	C-2	MU-S	123S322000004019	BEUMER THEODORE H	5425 VIKING RD	PENSACOLA	32507	2	4987	0.11
67	HC/LI	ID-CP	MU-S	071S311101000002	ANIMAL HOSPITAL OF BEULAH LLC	5981 W NINE MILE RD	PENSACOLA	32526	1	5037	0.12
68	HC/LI	C-2	MU-S	123S322000043007	ESCAMBIA COUNTY		PENSACOLA	32507	2	5045	0.12
69	HC/LI	ID-1	MU-S	241N302500010003	PIERCE CHESTER J	1433 GREYSTONE DR	PENSACOLA	32514	5	5089	0.12
70	HC/LI	C-2	MU-S	262S310950009010	BASS BRIAN P & TAMMY L	890 STERLING WAY	PENSACOLA	32506	1	5105	0.12
71	HC/LI	C-2	MU-S	252S312400435004	AMERICAN FIDELITY LIFE INSURANCE COMPANY	WILD HERON WAY	PENSACOLA	32506	1	5130	0.12
72	HC/LI	GBD	MU-S	111N314000005005	DANIEL FAMILY PROPERTY	310 MUSCOGEE RD	CANTONMENT	32533	5	5168	0.12
73	HC/LI	C-2	MU-S	252S311400104008	MILLVIEW ESTATES PHASE THREE HOMEOWNERS		PENSACOLA	32506	1	5359	0.12
74	HC/LI	C-2	MU-S	262S310950018010	HARRIS WILLIAM F &	864 STERLING WAY	PENSACOLA	32506	1	5466	0.13
75	HC/LI	GBD	MU-S	111N314000004005	HOSKINS WILLIAM E &	294 MUSCOGEE RD	CANTONMENT	32533	5	5546	0.13

76	HC/LI	C-2	MU-S	252S311103010003	SURRATT THOMAS JR	719 BUCKSAW DR	PENSACOLA	32506	1	5571	0.13
77	HC/LI	C-2	MU-S	262S310950016010	MILLER MATTHEW A	872 STERLING WAY	PENSACOLA	32506	1	5589	0.13
78	HC/LI	C-2	MU-S	262S310950006001	WRIGHT MELISSA L	1210 PAPER MUSCHA WAY	PENSACOLA	32506	1	5591	0.13
79	HC/LI	C-2	MU-S	262S310950015010	ADAMS KIMBERLY D	878 STERLING WAY	PENSACOLA	32506	1	5595	0.13
80	HC/LI	C-2	MU-S	262S310950014010	BRADLEY RICK J &	880 STERLING WAY	PENSACOLA	32506	1	5599	0.13
81	HC/LI	C-2	MU-S	262S310950013010	KEMP BILLY	882 STERLING WAY	PENSACOLA	32506	1	5605	0.13
82	HC/LI	C-2	MU-S	262S310950006003	MAGPOC ALEXANDER	1121 CALINDA DR	PENSACOLA	32506	1	5644	0.13
83	HC/LI	C-2	MU-S	252S312500000003	AMERICAN FIDELITY LIFE INSURANCE COMPANY	11235 LILLIAN HWY	PENSACOLA	32506	1	5695	0.13
84	HC/LI	C-2	MU-S	262S310950017010	HOARD KATIE	868 STERLING WAY	PENSACOLA	32506	1	5699	0.13
85	HC/LI	C-2	MU-S	252S312400280003	AMERICAN FIDELITY LIFE INSURANCE COMPANY	706 UPPER HERON WAY	PENSACOLA	32506	1	5707	0.13
86	HC/LI	C-2	MU-S	262S310950004003	SCHULTZ ALBERT M III	891 STERLING WAY	PENSACOLA	32506	1	5715	0.13
87	HC/LI	ID-1	MU-S	241N302500011003	MCFERON BUDWIN G III &	1435 GREYSTONE DR	PENSACOLA	32514	5	5716	0.13
88	HC/LI	C-2	MU-S	262S310950007010	BEVILLE FRANCES L JR	894 STERLING WAY	PENSACOLA	32506	1	5721	0.13
89	HC/LI	C-2	MU-S	262S310950008010	PAOLINI ROBERT & DYANN	892 STERLING WAY	PENSACOLA	32506	1	5725	0.13
90	HC/LI	ID-1	MU-S	241N302500011002	DAVENPORT SAM I	1269 GREYSTONE LN	PENSACOLA	32514	5	5738	0.13
91	HC/LI	ID-1	MU-S	241N302500015003	TUTTLE CYNTHIA C	1445 GREYSTONE DR	PENSACOLA	32514	5	5782	0.13
92	HC/LI	ID-1	MU-S	241N302500016003	MULLENIX JOEL H &	1449 GREYSTONE DR	PENSACOLA	32514	5	5783	0.13
93	HC/LI	ID-1	MU-S	241N302500017003	LEVITAN JANE E LIFE EST	1453 GREYSTONE DR	PENSACOLA	32514	5	5786	0.13
94	HC/LI	ID-1	MU-S	241N302500018003	STUCKEY LESIA M	1457 GREYSTONE DR	PENSACOLA	32514	5	5798	0.13
95	HC/LI	ID-1	MU-S	241N302500020003	GUARINO FRED L	1465 GREYSTONE DR	PENSACOLA	32514	5	5809	0.13
96	HC/LI	ID-1	MU-S	241N302500019003	OBAIDULLAH SABAH U	1461 GREYSTONE DR	PENSACOLA	32514	5	5812	0.13
97	HC/LI	ID-1	MU-S	241N302500014003	SHEPPARD JANIS L	1441 GREYSTONE DR	PENSACOLA	32514	5	5813	0.13
98	HC/LI	C-2	MU-S	262S310950016001	MUELLER JEFFREY W	8088 CASTLE POINTE WAY	PENSACOLA	32506	1	5831	0.13
99	HC/LI	C-2	MU-S	252S311400100008	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS		PENSACOLA	32506	1	5844	0.13
100	HC/LI	C-2	MU-S	252S312400300004	AMERICAN FIDELITY LIFE INSURANCE COMPANY	701 UPPER HERON WAY	PENSACOLA	32506	1	5845	0.13
101	HC/LI	C-2	MU-S	262S310950019001	WINDHAM STEVEN M	8076 CASTLE POINTE WAY	PENSACOLA	32506	1	5878	0.13
102	HC/LI	C-2	MU-S	123S322000051017	BARROW THOMAS R & MARY W	5348 YELLOW BLUFF RD	PENSACOLA	32507	2	5939	0.14
103	HC/LI	ID-1	MU-S	241N302500010002	GREENE DONALD L & NGOTHILE	1436 GREYSTONE DR	PENSACOLA	32514	5	6053	0.14
104	HC/LI	C-2	MU-S	262S310950008003	JACKSON RORY M &	1113 CALINDA DR	PENSACOLA	32506	1	6095	0.14
105	HC/LI	C-2	MU-S	262S310950015001	FLYNN MATTHEW	8092 CASTLE POINTE WAY	PENSACOLA	32506	1	6103	0.14
106	HC/LI	C-2	MU-S	262S310950007001	TJM PROPERTIES LLC	1200 PAPER MUSCHA WAY	PENSACOLA	32506	1	6114	0.14
107	HC/LI	C-2	MU-S	262S310950017001	ALLEY JOSEPH S &	8084 CASTLE POINTE WAY	PENSACOLA	32506	1	6149	0.14
108	HC/LI	C-2	MU-S	262S310950018001	ROY RONALD J &	8080 CASTLE POINTE WAY	PENSACOLA	32506	1	6165	0.14
109	HC/LI	ID-1	MU-S	241N302500021003	SCHOLL RICHARD F	1469 GREYSTONE DR	PENSACOLA	32514	5	6174	0.14
110	HC/LI	C-2	MU-S	262S310950002001	COLLINS RODNEY E &	860 MIRAMAR DR	PENSACOLA	32506	1	6180	0.14
111	HC/LI	C-2	MU-S	262S310950004001	LYSAGHT JEFFREY S & LACHELLE A	868 MIRAMAR DR	PENSACOLA	32506	1	6180	0.14
112	HC/LI	C-2	MU-S	262S310950003001	REED JUSTIN A & CHRISTINA	864 MIRAMAR DR	PENSACOLA	32506	1	6180	0.14
113	HC/LI	C-2	MU-S	252S312400030001	AMERICAN FIDELITY LIFE INSURANCE COMPANY	612 WILD HERON WAY	PENSACOLA	32506	1	6199	0.14

114	HC/LI	C-2	MU-S	242S312100009001	SMITH SCOTT A &	10710 WILLOW LAKE DR	PENSACOLA	32506	1	6271	0.14
115	HC/LI	C-2	MU-S	262S310950003003	GRKOVIC GEORGE & MARY	893 STERLING WAY	PENSACOLA	32506	1	6296	0.14
116	HC/LI	C-2	MU-S	262S310950005001	SIMPKIN KATHERINE M	872 MIRAMAR DR	PENSACOLA	32506	1	6301	0.14
117	HC/LI	C-2	MU-S	262S310950009003	WOOTTEN WAYNE A JR &	1109 CALINDA DR	PENSACOLA	32506	1	6331	0.15
118	HC/LI	C-2	MU-S	262S310950003011	PARAD ADRIENNE MAROLD	1104 CALINDA DR	PENSACOLA	32506	1	6332	0.15
119	HC/LI	C-2	MU-S	262S310950009001	BOLOGAN VASILE &	1305 TREASURE CT	PENSACOLA	32506	1	6389	0.15
120	HC/LI	C-2	MU-S	262S310950008011	THRONEBERRY MARTHA C	1122 CALINDA DR	PENSACOLA	32506	1	6400	0.15
121	HC/LI	C-2	MU-S	252S312400290003	AMERICAN FIDELITY LIFE INSURANCE COMPANY	700 UPPER HERON WAY	PENSACOLA	32506	1	6436	0.15
122	HC/LI	C-2	MU-S	123S322000029003	JEWELL FIELDING D	5520 AVON DR	PENSACOLA	32507	2	6464	0.15
123	HC/LI	C-2	MU-S	252S312400020001	AMERICAN FIDELITY LIFE INSURANCE COMPANY	606 WILD HERON WAY	PENSACOLA	32506	1	6472	0.15
124	HC/LI	C-2	MU-S	262S310950002003	WILLIAMSON JOHN WESLEY	897 STERLING WAY	PENSACOLA	32506	1	6518	0.15
125	HC/LI	C-2	MU-S	262S310950006010	WOOD OLIVER SHANE	896 STERLING WAY	PENSACOLA	32506	1	6521	0.15
126	HC/LI	C-2	MU-S	262S310950005011	FAZIO DANIEL	1110 CALINDA DR	PENSACOLA	32506	1	6598	0.15
127	HC/LI	C-2	MU-S	252S312400310004	AMERICAN FIDELITY LIFE INSURANCE COMPANY	707 UPPER HERON WAY	PENSACOLA	32506	1	6630	0.15
128	HC/LI	C-2	MU-S	262S310950007003	NEFF MATTHEW &	1117 CALINDA DR	PENSACOLA	32506	1	6663	0.15
129	HC/LI	C-2	MU-S	262S310950014001	WILLIAMS DARLENE	8096 CASTLE POINTE WAY	PENSACOLA	32506	1	6666	0.15
130	HC/LI	C-2	MU-S	262S310950007011	HILL AARON J	1118 CALINDA DR	PENSACOLA	32506	1	6709	0.15
131	HC/LI	GBD	MU-S	141N311001005012	HELMS OLGA ANN	208 HIGHWAY29	CANTONMENT	32533	5	6746	0.15
132	HC/LI	C-2	MU-S	262S310950012010	CASTELLANO PAUL SUCCESSOR TRUSTEE FOR CASTELLANO	884 STERLING WAY	PENSACOLA	32506	1	6749	0.15
133	HC/LI	C-2	MU-S	252S312400180002	AMERICAN FIDELITY LIFE INSURANCE COMPANY	605 WILD HERON WAY	PENSACOLA	32506	1	6766	0.16
134	HC/LI	ID-1	MU-S	241N302500019001	DE FRUSCIO CHRISTOPHER &	1466 GREYSTONE LN	PENSACOLA	32514	5	6797	0.16
135	HC/LI	C-2	MU-S	252S312400200002	AMERICAN FIDELITY LIFE INSURANCE COMPANY	619 WILD HERON WAY	PENSACOLA	32506	1	6826	0.16
136	HC/LI	C-2	MU-S	252S312400190002	AMERICAN FIDELITY LIFE INSURANCE COMPANY	613 WILD HERON WAY	PENSACOLA	32506	1	6827	0.16
137	HC/LI	C-2	MU-S	262S310950005003	CHUAH BUNNY	887 STERLING WAY	PENSACOLA	32506	1	6862	0.16
138	HC/LI	C-2	MU-S	252S312101002002	PICHEO ANTHONY V & CAROLYN E	11080 LILLIAN HWY	PENSACOLA	32506	1	6871	0.16
139	HC/LI	C-2	MU-S	262S310950003010	CASEY WILLIAM E & SAUNDRA W	886 MIRAMAR DR	PENSACOLA	32506	1	6929	0.16
140	HC/LI	C-2	MU-S	252S312400260003	AMERICAN FIDELITY LIFE INSURANCE COMPANY	718 UPPER HERON WAY	PENSACOLA	32506	1	6951	0.16
141	HC/LI	C-2	MU-S	262S310950013001	CALLOWAY JONATHAN E	1304 TREASURE CT	PENSACOLA	32506	1	6983	0.16
142	HC/LI	GBD	MU-S	211N301202008001	T L C PROPERTIES INC	2800 BLK HIGHWAY 95-A SOUTH	CANTONMENT	32533	5	6984	0.16
143	HC/LI	C-2	MU-S	262S310950005010	SWOL CHRISTOPHER D SR & CHRISTINE A	876 MIRAMAR DR	PENSACOLA	32506	1	6989	0.16
144	HC/LI	C-2	MU-S	262S310950002010	ROMEL JASON P	892 MIRAMAR DR	PENSACOLA	32506	1	6991	0.16
145	HC/LI	C-2	MU-S	262S310950006011	PACCILLO TARA	1114 CALINDA DR	PENSACOLA	32506	1	7009	0.16
146	HC/LI	C-2	MU-S	262S310950008001	JASINSKI JOHN M JR	8100 CASTLE POINTE WAY	PENSACOLA	32506	1	7063	0.16
147	HC/LI	C-2	MU-S	262S310950004011	HUGHES LOWELL & PEGGY JO	1106 CALINDA DR	PENSACOLA	32506	1	7202	0.17
148	HC/LI	C-2	MU-S	262S310950004010	880 MIRAMAR LLC	880 MIRAMAR DR	PENSACOLA	32506	1	7210	0.17
149	HC/LI	C-2	MU-S	252S312400330004	CRONGEYER NATHAN A	719 UPPER HERON WAY	PENSACOLA	32506	1	7256	0.17
150	HC/LI	C-2	MU-S	252S312400320004	FAMILY TRUST OF M O CARPENTER INC	713 UPPER HERON WAY	PENSACOLA	32506	1	7269	0.17
151	HC/LI	C-2	MU-S	242S312100000030	WILLOW LAKE OWNERS ASSOCIATION INC	DOG TRACK RD	PENSACOLA	32506	1	7312	0.17

152	HC/LI	C-2	MU-S	262S310950010003	SOLOMON PAUL W	1105 CALINDA DR	PENSACOLA	32506	1	7315	0.17
153	HC/LI	GBD	MU-S	021N312000000004	JOHNS PAUL R & PATRICIA A DAY	12 WILLIAMS DITCH RD	CANTONMENT	32533	5	7566	0.17
154	HC/LI	GBD	MU-S	111N314000003006	INTERNATIONAL PAPER COMPANY	MUSCOGEE RD	CANTONMENT	32533	5	7796	0.18
155	HC/LI	C-2	MU-S	252S312400270003	BENOIT DAVID J III &	712 UPPER HERON WAY	PENSACOLA	32506	1	7818	0.18
156	HC/LI	ID-1	MU-S	241N302500013003	AMERSON STEPHEN J &	1439 GREYSTONE DR	PENSACOLA	32514	5	7846	0.18
157	HC/LI	C-2	MU-S	262S310950001010	CARTER TERRY L	898 MIRAMAR DR	PENSACOLA	32506	1	7885	0.18
158	HC/LI	C-2	MU-S	123S322000035013	GALLO JOSEPH L	5440 KEE MEMORIAL DR	PENSACOLA	32507	2	7926	0.18
159	HC/LI	C-2	MU-S	242S311101000017	ZOMERSCHOE MARTIN	10075 US HWY 98 171	PENSACOLA	32506	1	7983	0.18
160	HC/LI	C-2	MU-S	242S311101000016	TRAN DAVID L	10075 US HWY 98	PENSACOLA	32506	1	7999	0.18
161	HC/LI	C-2	MU-S	242S311200000008	ZOMERSCHOE MARTIN	10075 US HWY 98	PENSACOLA	32506	1	8000	0.18
162	HC/LI	C-2	MU-S	242S311101000015	ZOMERSCHOE MARTIN	10075 US HWY 98	PENSACOLA	32506	1	8000	0.18
163	HC/LI	C-2	MU-S	262S311500005014	STAFFORD JOHANNA B LIVING TRUST	7963 AMETHYST DR	PENSACOLA	32506	1	8055	0.18
164	HC/LI	C-2	MU-S	252S312400010001	AMERICAN FIDELITY LIFE INSURANCE COMPANY	600 WILD HERON WAY	PENSACOLA	32506	1	8096	0.19
165	HC/LI	GBD	MU-S	141N311001001003	BOMMARITO MARY A TRUSTEE	HIGHWAY 29 NORTH	CANTONMENT	32533	5	8108	0.19
166	HC/LI	C-2	MU-S	262S310950028010	JENKINS CARY D	824 STERLING WAY	PENSACOLA	32506	1	8187	0.19
167	HC/LI	C-2	MU-S	242S311200000001	MORGAN & RAPETTI LLC	10075 US HWY 98	PENSACOLA	32506	1	8234	0.19
168	HC/LI	GBD	MU-S	141N311001001012	GULSBY WILLIAM E SR LIFE EST &	204 S HIGHWAY 29	CANTONMENT	32533	5	8299	0.19
169	HC/LI	ID-CP	MU-S	111N311000004050	PENSACOLA SKID & PALLET INC	351 BECKS LAKE RD	CANTONMENT	32533	5	8360	0.19
170	HC/LI	ID-CP	MU-S	111N311000000046	SCHWARTZ DAVID L & MELINDA W	BECKS LAKE RD	CANTONMENT	32533	5	8360	0.19
171	HC/LI	GBD	MU-S	111N312302002001	JOHNSON HARLAN 1/2 INT &	736 HIGHWAY 29 NORTH	CANTONMENT	32533	5	8475	0.19
172	HC/LI	C-2	MU-S	262S310950001001	MCLAUGHLIN TIMOTHY B &	856 MIRAMAR DR	PENSACOLA	32506	1	8634	0.20
173	HC/LI	C-2	MU-S	252S312101001002	WARD JOHN T JR	11090 LILLIAN HWY	PENSACOLA	32506	1	8688	0.20
174	HC/LI	C-2	MU-S	123S322000003017	BEUMER THEODORE H &	5425 ARROWHEAD RD	PENSACOLA	32507	2	8731	0.20
175	HC/LI	C-2	MU-S	123S322000003003	HAYNIE TED B	5400 BLK MCGRITS BLVD	PENSACOLA	32507	2	8743	0.20
176	HC/LI	C-2	MU-S	000S009010029147	VISION CONSTRUCTION ENT INC	100 BLK W SCOTT ST	PENSACOLA	32501	3	8924	0.20
177	HC/LI	C-2	MU-S	262S310950023001	**********	********** *	*	*	1	8970	0.21
178	HC/LI	C-2	MU-S	262S310950011010	BENNETT CRYSTAL G &	886 STERLING WAY	PENSACOLA	32506	1	9081	0.21
179	HC/LI	GBD	MU-S	211N301302000000	MY FATHER'S VINEYARD	3000 BLK HIGHWAY 29 SOUTH	CANTONMENT	32533	5	9101	0.21
180	HC/LI	C-2	MU-S	262S311500002002	GUILLORY TERRYL & SABRINA	7994 CASTLE POINTE WAY	PENSACOLA	32506	1	9147	0.21
181	HC/LI	C-2	MU-S	262S310950022001	MILLER ANDREW J JR	8062 CASTLE POINTE WAY	PENSACOLA	32506	1	9149	0.21
182	HC/LI	C-2	MU-S	262S310950039010	DENNISON RICKY A & BRANDY S	721 JESTER CT	PENSACOLA	32506	1	9225	0.21
183	HC/LI	C-2	MU-S	152S311100004001	STEFFENSEN STEPHAN L II &	1915 CROWN POINTE BLVD	PENSACOLA	32506	1	9273	0.21
184	HC/LI	C-2	MU-S	262S310950024001	RICHTER TONY W & RHONDA W	8054 CASTLE POINTE WAY	PENSACOLA	32506	1	9295	0.21
185	HC/LI	C-2	MU-S	123S322000040009	ALLBRITTON DONNA W TRUSTEE	5400 BLK MEDINA RD	PENSACOLA	32507	2	9318	0.21
186	HC/LI	C-2	MU-S	252S311103060004	PHAM PAUL &	10767 CROSSCUT DR	PENSACOLA	32506	1	9344	0.21
187	HC/LI	C-2	MU-S	252S312303000002	BARNES TAYLOR D	11325 LILLIAN HWY A	PENSACOLA	32506	1	9348	0.21
188	HC/LI	C-2	MU-S	262S310950011001	RICKMAN JAMIE L	1309 TREASURE CT	PENSACOLA	32506	1	9372	0.22
189	HC/LI	C-2	MU-S	262S311500001002	WILKINSON BRIAN LOUIS	7998 CASTLE POINTE WAY	PENSACOLA	32506	1	9388	0.22

190	HC/LI	C-2	MU-S	252S311103160004	TVEDEN ROBERT D &	10772 CROSSCUT DR	PENSACOLA	32506	1	9392	0.22
191	HC/LI	C-2	MU-S	262S310950023010	COTTEN ALBERT I	844 STERLING WAY	PENSACOLA	32506	1	9393	0.22
192	HC/LI	C-2	MU-S	213S310950017001	CORREA ROLANDO D & FLORIDA V	1638 BEACHSIDE DR	PENSACOLA	32506	2	9421	0.22
193	HC/LI	C-2	MU-S	213S310950013001	SMITH TROY B &	1654 BEACHSIDE DR	PENSACOLA	32506	2	9445	0.22
194	HC/LI	C-2	MU-S	213S310950019001	DUCKER CHRISTOPHER J &	1630 BEACHSIDE DR	PENSACOLA	32506	2	9446	0.22
195	HC/LI	C-2	MU-S	213S310950015001	QUEYQUEP PHYLLIS R EST OF	1646 BEACHSIDE DR	PENSACOLA	32506	2	9463	0.22
196	HC/LI	C-2	MU-S	213S310950014001	HELMS ROBERT E JR	1650 BEACHSIDE DR	PENSACOLA	32506	2	9467	0.22
197	HC/LI	C-2	MU-S	252S311103040002	HAIL TRAVIS S &	10719 CROSSCUT DR	PENSACOLA	32506	1	9471	0.22
198	HC/LI	C-2	MU-S	262S310950019010	HARTNETT TIMOTHY D	860 STERLING WAY	PENSACOLA	32506	1	9500	0.22
199	HC/LI	C-2	MU-S	262S310950024010	KIDD ROMANO E	840 STERLING WAY	PENSACOLA	32506	1	9501	0.22
200	HC/LI	C-2	MU-S	213S310950020001	JONES MARY A	1626 BEACHSIDE DR	PENSACOLA	32506	2	9510	0.22
201	HC/LI	C-2	MU-S	213S310950016001	FANTANA BRUCE E & DEBORAH K	1642 BEACHSIDE DR	PENSACOLA	32506	2	9520	0.22
202	HC/LI	C-2	MU-S	213S310950018001	VALLO ROGELIO S JR & MARSHA A	1634 BEACHSIDE DR	PENSACOLA	32506	2	9522	0.22
203	HC/LI	C-2	MU-S	252S311103050001	MENDENHALL TREVOR	10730 CROSSCUT DR	PENSACOLA	32506	1	9550	0.22
204	HC/LI	C-2	MU-S	262S311500002014	CAROLINE DONALD R & ANGELIA G	7951 AMETHYST DR	PENSACOLA	32506	1	9557	0.22
205	HC/LI	C-2	MU-S	252S311103030001	PATEL RASHESH S	10742 CROSSCUT DR	PENSACOLA	32506	1	9559	0.22
206	HC/LI	C-2	MU-S	262S311500022014	THOMPSON CHRISTOPHER &	7997 OTIS WAY	PENSACOLA	32506	1	9559	0.22
207	HC/LI	C-2	MU-S	252S311103040001	WALLIS JEFFREY P	10736 CROSSCUT DR	PENSACOLA	32506	1	9565	0.22
208	HC/LI	C-2	MU-S	152S311100003002	ULRICH ROBERT F &	1908 CROWN POINTE BLVD	PENSACOLA	32506	1	9566	0.22
209	HC/LI	C-2	MU-S	252S311103020001	HENNIS JOSEPH E	10748 CROSSCUT DR	PENSACOLA	32506	1	9574	0.22
210	HC/LI	C-2	MU-S	262S310950020010	HAYNIE TED Q	856 STERLING WAY	PENSACOLA	32506	1	9577	0.22
211	HC/LI	C-2	MU-S	262S311500017014	BAY TO GULF HOLDINGS LLC	7977 OTIS WAY	PENSACOLA	32506	1	9578	0.22
212	HC/LI	C-2	MU-S	252S311103020003	HOUGHTON ANGELA N	713 BUCKSAW DR	PENSACOLA	32506	1	9579	0.22
213	HC/LI	C-2	MU-S	252S311103170004	CABRERA FERDINAND B &	10766 CROSSCUT DR	PENSACOLA	32506	1	9580	0.22
214	HC/LI	C-2	MU-S	262S310950011003	SIDEL PHYLLIS W	1101 CALINDA DR	PENSACOLA	32506	1	9585	0.22
215	HC/LI	C-2	MU-S	252S311103060001	SMITH JAMES	10724 CROSSCUT DR	PENSACOLA	32506	1	9587	0.22
216	HC/LI	C-2	MU-S	262S311500008013	CURTIS WILLIAM G JR	7935 AMETHYST DR	PENSACOLA	32506	1	9596	0.22
217	HC/LI	C-2	MU-S	252S311103030003	VO HIEU NGOC & LOAN THI	707 BUCKSAW DR	PENSACOLA	32506	1	9598	0.22
218	HC/LI	C-2	MU-S	262S310950025010	SETZER MAIZARLIS	836 STERLING WAY	PENSACOLA	32506	1	9598	0.22
219	HC/LI	C-2	MU-S	252S311103050003	WOODWARD BRYAN & BRIDGET	10743 CROSSCUT DR	PENSACOLA	32506	1	9599	0.22
220	HC/LI	C-2	MU-S	252S311103060003	CHOATE RICKY L & TAMI L	10749 CROSSCUT DR	PENSACOLA	32506	1	9600	0.22
221	HC/LI	C-2	MU-S	262S310950022010	DAVIS REBECCA R	848 STERLING WAY	PENSACOLA	32506	1	9600	0.22
222	HC/LI	C-2	MU-S	262S311500007013	FITZSIMMONS VAN R	7925 AMETHYST DR	PENSACOLA	32506	1	9605	0.22
223	HC/LI	C-2	MU-S	262S311401000010	JACKSON GERRY R & WILLIE M	7941 AMETHYST DR	PENSACOLA	32506	1	9672	0.22
224	HC/LI	C-2	MU-S	262S311500009013	DRAKE KENNETH W & MARLYN	7937 AMETHYST DR	PENSACOLA	32506	1	9682	0.22
225	HC/LI	C-2	MU-S	262S310950021010	MAYS TONITA E	852 STERLING WAY	PENSACOLA	32506	1	9688	0.22
226	HC/LI	C-2	MU-S	262S311500006013	SANDONATO GREGG A	7909 AMETHYST DR	PENSACOLA	32506	1	9692	0.22
227	HC/LI	C-2	MU-S	262S311401000000	CABRALES DANIEL S	7945 AMETHYST DR	PENSACOLA	32506	1	9698	0.22

228	HC/LI	C-2	MU-S	262S310950026010	LUCAS CHRISTOPHER J &	832 STERLING WAY	PENSACOLA	32506	1	9714	0.22
229	HC/LI	C-2	MU-S	262S310950027010	DURAN JOSHUA N	828 STERLING WAY	PENSACOLA	32506	1	9738	0.22
230	HC/LI	C-2	MU-S	252S311103070001	RAK TIMOTHY M	10718 CROSSCUT DR	PENSACOLA	32506	1	9757	0.22
231	HC/LI	C-2	MU-S	262S311500003014	THIESS GEORGE J III	7955 AMETHYST DR	PENSACOLA	32506	1	9809	0.23
232	HC/LI	C-2	MU-S	262S311500008014	HOLIMAN WILLIAM J JR &	7973 AMETHYST DR	PENSACOLA	32506	1	9824	0.23
233	HC/LI	C-2	MU-S	213S310950011002	CLEMENTE JOSEFINO & DORIS	1649 BEACHSIDE DR	PENSACOLA	32506	2	9847	0.23
234	HC/LI	C-2	MU-S	262S311500001014	TARANTO ANTHONY C JR &	7947 AMETHYST DR	PENSACOLA	32506	1	9877	0.23
235	HC/LI	C-2	MU-S	213S310950010002	BLOMBERG MICHAEL A & CHERIE L	1645 BEACHSIDE DR	PENSACOLA	32506	2	9885	0.23
236	HC/LI	C-2	MU-S	262S311500015014	HOSTETLER FREDERICK J III	7984 OTIS WAY	PENSACOLA	32506	1	9918	0.23
237	HC/LI	C-2	MU-S	262S311500004014	MAHLER URSULA	7959 AMETHYST DR	PENSACOLA	32506	1	9924	0.23
238	HC/LI	C-2	MU-S	213S310950009002	BOEHM BETTY PERRY	1641 BEACHSIDE DR	PENSACOLA	32506	2	9934	0.23
239	HC/LI	C-2	MU-S	262S310950010010	EGERDAHL STEPHEN V	888 STERLING WAY	PENSACOLA	32506	1	9965	0.23
240	HC/LI	C-2	MU-S	213S310950008002	NEWTON JAMES P & LISA F	1637 BEACHSIDE DR	PENSACOLA	32506	2	9990	0.23
241	HC/LI	C-2	MU-S	083S321000000004	BAZALDUA BLAIRE R	2545 TARKILN OAKS DR	PENSACOLA	32506	1	10029	0.23
242	HC/LI	C-2	MU-S	213S310950007002	MARTIN DOUGLAS	1633 BEACHSIDE DR	PENSACOLA	32506	2	10049	0.23
243	HC/LI	C-2	MU-S	262S310950012001	CONNORS HEIDI ANN	1308 TREASURE CT	PENSACOLA	32506	1	10076	0.23
244	HC/LI	C-2	MU-S	262S311500005013	ROY KEVIN J	7901 AMETHYST DR	PENSACOLA	32506	1	10088	0.23
245	HC/LI	C-2	MU-S	213S310950006002	TAYLOR ROBERT J & JULITA L	1629 BEACHSIDE DR	PENSACOLA	32506	2	10105	0.23
246	HC/LI	GBD	MU-S	111N314000006004	ESCAMBIA COUNTY	292 MUSCOGEE RD	CANTONMENT	32533	5	10138	0.23
247	HC/LI	C-2	MU-S	213S310950005002	MCGOURTY STEPHEN J	1625 BEACHSIDE DR	PENSACOLA	32506	2	10144	0.23
248	HC/LI	GBD	MU-S	141N311001003012	HELMS OLGA ANN	206 S HIGHWAY 29	CANTONMENT	32533	5	10150	0.23
249	HC/LI	C-2	MU-S	213S310950004002	BRODERICK GREGORY JAMES &	1621 BEACHSIDE DR	PENSACOLA	32506	2	10151	0.23
250	HC/LI	C-2	MU-S	262S311500006014	PHILLIPS COLLEEN M &	7965 AMETHYST DR	PENSACOLA	32506	1	10187	0.23
251	HC/LI	C-2	MU-S	123S322000003021	PHIPPS HENRY L	VIKING RD	PENSACOLA	32507	2	10190	0.23
252	HC/LI	C-2	MU-S	083S321000000001	GITHER HUGH DAVID	1920 MERLIN RD	PENSACOLA	32506	1	10211	0.23
253	HC/LI	C-2	MU-S	262S311500002013	PIERATOS HARRY S & NATALIE M	7825 AMETHYST DR	PENSACOLA	32506	1	10216	0.23
254	HC/LI	C-2	MU-S	213S310950021001	NAVARRO MARISOL A	1624 BEACHSIDE DR	PENSACOLA	32506	2	10248	0.24
255	HC/LI	C-2	MU-S	262S310950001003	BAKER ERNEST R	8099 CASTLE POINTE WAY	PENSACOLA	32506	1	10250	0.24
256	HC/LI	C-2	MU-S	252S311103080001	CHUBB DANIEL S &	10712 CROSSCUT DR	PENSACOLA	32506	1	10275	0.24
257	HC/LI	C-2	MU-S	262S311500003013	WILSON JEFFREY D &	7851 AMETHYST DR	PENSACOLA	32506	1	10307	0.24
258	HC/LI	C-2	MU-S	262S310950042010	WHITE JAMES C & KRISSA J	710 JESTER CT	PENSACOLA	32506	1	10328	0.24
259	HC/LI	ID-1	MU-S	241N302500022003	WORK PAULA	1473 GREYSTONE DR	PENSACOLA	32514	5	10331	0.24
260	HC/LI	GBD	MU-S	111N314000003002	HAGER DOUGLAS M & DEBRA A	268 MUSCOGEE RD	CANTONMENT	32533	5	10349	0.24
261	HC/LI	C-2	MU-S	252S311900000050	MOORE WILLIAM A	721 HANNAS TER	PENSACOLA	32506	1	10391	0.24
262	HC/LI	C-2	MU-S	262S311500011014	VINTON BONNIE D	7987 AMETHYST DR	PENSACOLA	32506	1	10435	0.24
263	HC/LI	GBD	MU-S	111N312202001002	JOHNSON WILLIAM R	800 BLK HWY 95-A NORTH BEHIND	CANTONMENT	32533	5	10452	0.24
264	HC/LI	C-2	MU-S	083S321000000006	DYE MARK	545 TARKILN OAKS CIR	PENSACOLA	32506	1	10535	0.24
265	HC/LI	C-2	MU-S	262S310950041010	WARD MATTHEW J & JENNIFER L	716 JESTER CT	PENSACOLA	32506	1	10628	0.24

266	HC/LI	C-2	MU-S	262S311500004012	VOJE NEIL F & FRANCINE	7974 CASTLE POINTE WAY	PENSACOLA	32506	1	10635	0.24
267	HC/LI	C-2	MU-S	262S311500005012	GONZALEZ EDGAR A & SYLVIA C	7970 CASTLE POINTE WAY	PENSACOLA	32506	1	10661	0.24
268	HC/LI	C-2	MU-S	083S321000000002	FOOTE NATHANIEL S	1916 MERLIN RD	PENSACOLA	32506	1	10679	0.25
269	HC/LI	C-2	MU-S	262S311500019014	KNAPP RONALD S &	7985 OTIS WAY	PENSACOLA	32506	1	10739	0.25
270	HC/LI	C-2	MU-S	152S311100002001	STRASSER FREDERICK J	1905 CROWN POINTE BLVD	PENSACOLA	32506	1	10744	0.25
271	HC/LI	C-2	MU-S	152S311100001001	CHAVERS DALE W	1901 CROWN POINTE BLVD	PENSACOLA	32506	1	10745	0.25
272	HC/LI	C-2	MU-S	152S311100003001	FEHLAUER FREDRICK G	1909 CROWN POINTE BLVD	PENSACOLA	32506	1	10764	0.25
273	HC/LI	C-2	MU-S	083S321000000003	WINN NATHAN T	2551 TARKILN OAK DR	PENSACOLA	32506	1	10809	0.25
274	HC/LI	C-2	MU-S	213S310950001002	POLING PAUL E JR & MELINDA P	1605 BEACHSIDE DR	PENSACOLA	32506	2	10811	0.25
275	HC/LI	C-2	MU-S	083S321000000005	BOYLE GEORGE W & CAROL A	2541 TARKILN OAKS DR	PENSACOLA	32506	1	10860	0.25
276	HC/LI	C-2	MU-S	262S311500013014	PROMERSBERGER BEVERLY M	7992 OTIS WAY	PENSACOLA	32506	1	10900	0.25
277	HC/LI	C-2	MU-S	262S311500014014	POTTER MITCHELL L & KEIKO N	7988 OTIS WAY	PENSACOLA	32506	1	10923	0.25
278	HC/LI	C-2	MU-S	252S311900000120	MOORE BRYAN R	760 HANNAS TER	PENSACOLA	32506	1	10926	0.25
279	HC/LI	GBD	MU-S	111N311000006058	B & E HOLDINGS LLC	416 PALAFOX ST	CANTONMENT	32533	5	10930	0.25
280	HC/LI	C-2	MU-S	262S311500014012	ARKIN WILLIAM E &	7934 CASTLE POINTE WAY	PENSACOLA	32506	1	10938	0.25
281	HC/LI	C-2	MU-S	262S311500006006	UNISZKIEWICZ ROBERT N &	8021 SAPPHIRE BLVD	PENSACOLA	32506	1	10976	0.25
282	HC/LI	C-2	MU-S	083S321000000007	PACKER LENORE	549 TARKILN OAKS CIR	PENSACOLA	32506	1	10981	0.25
283	HC/LI	C-2	MU-S	083S321000000010	YOUNG KIRK M III & MIDORI A	561 TARKILN OAKS CIR	PENSACOLA	32506	1	10993	0.25
284	HC/LI	C-2	MU-S	262S311500002008	FRYSON LARUE S & GLENNICE	8012 ONYX TRL	PENSACOLA	32506	1	11000	0.25
285	HC/LI	C-2	MU-S	152S311100002002	DOYLE DAVID E &	1904 CROWN POINTE BLVD	PENSACOLA	32506	1	11014	0.25
286	HC/LI	C-2	MU-S	213S310950002002	HAVERKAMP HARRY A & DENISE R	1609 BEACHSIDE DR	PENSACOLA	32506	2	11028	0.25
287	HC/LI	C-2	MU-S	262S311500009014	DANIELS DEMETRIUS	7979 AMETHYST DR	PENSACOLA	32506	1	11042	0.25
288	HC/LI	C-2	MU-S	252S311103010001	BLUE LEON D	10754 CROSSCUT DR	PENSACOLA	32506	1	11043	0.25
289	HC/LI	C-2	MU-S	252S311103180004	DORSEY GREGORY J	10760 CROSSCUT DR	PENSACOLA	32506	1	11044	0.25
290	HC/LI	C-2	MU-S	262S311500010014	GOYINS GALE G & JOSETTE	7983 AMETHYST DR	PENSACOLA	32506	1	11059	0.25
291	HC/LI	C-2	MU-S	123S322000032011	LEISURE LIVING PROPERTIES LLC	5300 CHATHAM AVE	PENSACOLA	32507	2	11074	0.25
292	HC/LI	GBD	MU-S	211N301301000015	DONAHOO CHARLES L	3000 BLK HIGHWAY 29 SOUTH	CANTONMENT	32533	5	11088	0.25
293	HC/LI	C-2	MU-S	262S310950036010	BEACH RAYMOND C & ANN L	709 JESTER CT	PENSACOLA	32506	1	11100	0.25
294	HC/LI	C-2	MU-S	262S310950035010	DURBIN JEFFREY S	705 JESTER CT	PENSACOLA	32506	1	11106	0.25
295	HC/LI	C-2	MU-S	262S311500001013	BETHEL ANGELA D	7801 AMETHYST DR	PENSACOLA	32506	1	11111	0.26
296	HC/LI	C-2	MU-S	152S311100001002	HORSEFIELD JANICE S	1900 CROWN POINTE BLVD	PENSACOLA	32506	1	11118	0.26
297	HC/LI	C-2	MU-S	262S311500001008	GOLDSMITH SHERRIE R	7943 CASTLE POINTE WAY	PENSACOLA	32506	1	11128	0.26
298	HC/LI	C-2	MU-S	262S311500015012	YOUNG ROGER H & CATHY	7930 CASTLE POINTE WAY	PENSACOLA	32506	1	11131	0.26
299	HC/LI	C-2	MU-S	262S310950038010	PETERSON JOSEPH J & MISAO O	719 JESTER CT	PENSACOLA	32506	1	11142	0.26
300	HC/LI	C-2	MU-S	262S310950040010	BROOKS GEORGE W & LEIZI	720 JESTER CT	PENSACOLA	32506	1	11181	0.26
301	HC/LI	C-2	MU-S	262S311500006012	PATTON WILLIAM N & CLAIRE E TRUSTEES	7966 CASTLE POINTE WAY	PENSACOLA	32506	1	11191	0.26
302	HC/LI	C-2	MU-S	262S310950043010	BIGRAS DENIS	706 JESTER CT	PENSACOLA	32506	1	11195	0.26
303	HC/LI	C-2	MU-S	083S321000000042	CHARDON LISA J	2552 TARKILN OAK DR	PENSACOLA	32506	1	11205	0.26

304	HC/LI	C-2	MU-S	262S311500003012	SAUTER CHARLES &	7978 CASTLE POINTE WAY	PENSACOLA	32506	1	11230	0.26
305	HC/LI	C-2	MU-S	252S311103050002	SMETHERS MARGARET A	10725 CROSSCUT DR	PENSACOLA	32506	1	11230	0.26
306	HC/LI	C-2	MU-S	252S311103040004	DULANEY JASON C	613 RIPSAW LN	PENSACOLA	32506	1	11240	0.26
307	HC/LI	C-2	MU-S	252S311103040003	DURBIN TINA M	10737 CROSSCUT DR	PENSACOLA	32506	1	11259	0.26
308	HC/LI	C-2	MU-S	083S321000000041	BRADLEY GRADY L & NORIE	2548 TARKILN OAK DR	PENSACOLA	32506	1	11276	0.26
309	HC/LI	GID	MU-S	211N301201003001	HAUL ELECTRIC INC	2615 HIGHWAY 95-A SOUTH	CANTONMENT	32533	5	11359	0.26
310	HC/LI	C-2	MU-S	262S310950044010	RAMANI ALPESH A	700 JESTER CT	PENSACOLA	32506	1	11399	0.26
311	HC/LI	C-2	MU-S	262S311500008008	ADAMS ALAN L &	7935 CASTLE POINTE WAY	PENSACOLA	32506	1	11406	0.26
312	HC/LI	C-2	MU-S	262S310950037010	GIULI RHETTA L	715 JESTER CT	PENSACOLA	32506	1	11406	0.26
313	HC/LI	C-2	MU-S	262S311500003006	BREWER WESLEY R & TERESA L	7972 AMETHYST DR	PENSACOLA	32506	1	11413	0.26
314	HC/LI	C-2	MU-S	262S311500006007	LINGBEEK DENNIS D & JILL S	8023 ONYX TRL	PENSACOLA	32506	1	11414	0.26
315	HC/LI	C-2	MU-S	252S311103070003	CHAPMAN LESLIE A	10755 CROSSCUT DR	PENSACOLA	32506	1	11431	0.26
316	HC/LI	C-2	MU-S	262S311500002006	FERRERA MARC H	7976 AMETHYST DR	PENSACOLA	32506	1	11438	0.26
317	HC/LI	C-2	MU-S	262S311500012014	KELLY FRANK J & MICHELLE R	7996 OTIS WAY	PENSACOLA	32506	1	11440	0.26
318	HC/LI	C-2	MU-S	262S310950030010	LEE CLAUDIA &	816 STERLING WAY	PENSACOLA	32506	1	11445	0.26
319	HC/LI	C-2	MU-S	242S312100008001	HAMLIN NICHOLAS B	10720 WILLOW LAKE DR	PENSACOLA	32506	1	11472	0.26
320	HC/LI	C-2	MU-S	242S312100004002	OWENS FRITZ A JR 1/5 INT	10725 WILLOW LAKE DR	PENSACOLA	32506	1	11489	0.26
321	HC/LI	C-2	MU-S	262S311500004006	RAMSEY WILL T & MARY ANN	8001 SAPPHIRE BLVD	PENSACOLA	32506	1	11489	0.26
322	HC/LI	C-2	MU-S	262S311500005006	MISZTAL STEVEN M &	8011 SAPPHIRE BLVD	PENSACOLA	32506	1	11505	0.26
323	HC/LI	C-2	MU-S	213S310950003002	MONTSDEOCA ROBERT L & LINDA S	1617 BEACHSIDE DR	PENSACOLA	32506	2	11514	0.26
324	HC/LI	C-2	MU-S	252S311103050004	NICHOLSON ROBERT K & ANGELA M	10761 CROSSCUT DR	PENSACOLA	32506	1	11516	0.26
325	HC/LI	C-2	MU-S	262S311500002012	BERNIER MARK F & CHRISTINE A	7982 CASTLE POINTE WAY	PENSACOLA	32506	1	11521	0.26
326	HC/LI	C-2	MU-S	262S310950027001	STRICKLAND ROBERT	8040 CASTLE POINTE WAY	PENSACOLA	32506	1	11525	0.26
327	HC/LI	C-2	MU-S	262S310950034010	WESENBERG HEIDI L	701 JESTER CT	PENSACOLA	32506	1	11543	0.26
328	HC/LI	C-2	MU-S	252S311103070004	BOMAN JOHNNY T &	10773 CROSSCUT DR	PENSACOLA	32506	1	11545	0.27
329	HC/LI	C-2	MU-S	262S310950025001	PERRY JOHN	8050 CASTLE POINTE WAY	PENSACOLA	32506	1	11563	0.27
330	HC/LI	C-2	MU-S	213S310950045002	LEE ALFRED J &	1754 BEACHSIDE DR	PENSACOLA	32506	2	11566	0.27
331	HC/LI	C-2	MU-S	262S311500007014	BEAUCHAMP JAMES A & PAULA W	7969 AMETHYST DR	PENSACOLA	32506	1	11578	0.27
332	HC/LI	C-2	MU-S	262S311500011012	CHURCH ADAM M &	7946 CASTLE POINTE WAY	PENSACOLA	32506	1	11655	0.27
333	HC/LI	C-2	MU-S	262S311500010012	WIGGINS CAROLYN C	7950 CASTLE POINTE WAY	PENSACOLA	32506	1	11662	0.27
334	HC/LI	C-2	MU-S	262S310950033010	SCHUCK HENRY B &	8015 CASTLE POINTE WAY	PENSACOLA	32506	1	11686	0.27
335	HC/LI	C-2	MU-S	242S312100003002	TAYLOR AIDA V	10735 WILLOW LAKE DR	PENSACOLA	32506	1	11700	0.27
336	HC/LI	C-2	MU-S	242S312100002002	ORDONEZ FREDDY J & DIANA	10745 WILLOW LAKE DR	PENSACOLA	32506	1	11700	0.27
337	HC/LI	C-2	MU-S	262S310950032010	PARRISH WILLARD C	806 STERLING WAY	PENSACOLA	32506	1	11702	0.27
338	HC/LI	C-2	MU-S	242S312100006002	HUGO HOMES LLC	10701 WILLOW LAKE DR	PENSACOLA	32506	1	11705	0.27
339	HC/LI	C-2	MU-S	262S310950029001	KIELY DENIS J JR TRUSTEE	8030 CASTLE POINTE WAY	PENSACOLA	32506	1	11742	0.27
340	HC/LI	C-2	MU-S	262S311500012012	AYERS JAMES &	7942 CASTLE POINTE WAY	PENSACOLA	32506	1	11745	0.27
341	HC/LI	C-2	MU-S	000S009010026147	VISION CONSTRUCTION ENT INC	18 W SCOTT ST	PENSACOLA	32501	3	11762	0.27

342	HC/LI	C-2	MU-S	262S311500020014	HINKLE JAMES T	7989 OTIS WAY	PENSACOLA	32506	1	11787	0.27
343	HC/LI	C-2	MU-S	262S310950031010	EVE JACOB RYAN	812 STERLING WAY	PENSACOLA	32506	1	11787	0.27
344	HC/LI	C-2	MU-S	262S311500021014	COOK CYNTHIA K	7993 OTIS WAY	PENSACOLA	32506	1	11791	0.27
345	HC/LI	C-2	MU-S	262S311500001006	DAWSON CHARLES D & JULIA M	7980 AMETHYST DR	PENSACOLA	32506	1	11813	0.27
346	HC/LI	C-2	MU-S	252S311900000020	BRM RESIDENTAL HOMES INC	751 HANNAS TER	PENSACOLA	32506	1	11858	0.27
347	HC/LI	C-2	MU-S	252S311900000030	BRM RESIDENTIAL HOMES INC	741 HANNAS TER	PENSACOLA	32506	1	11868	0.27
348	HC/LI	C-2	MU-S	262S311500013012	SEITH THOMAS R &	7938 CASTLE POINTE WAY	PENSACOLA	32506	1	11873	0.27
349	HC/LI	C-2	MU-S	262S311500005008	RAMIREZ ROBERT & ANGELA C	7914 AMETHYST DR	PENSACOLA	32506	1	11873	0.27
350	HC/LI	C-2	MU-S	252S311900000040	BRM RESIDENTIAL HOMES INC	731 HANNAS TER	PENSACOLA	32506	1	11882	0.27
351	HC/LI	C-2	MU-S	252S311900000090	MOORE BRYAN R	730 HANNAS TER	PENSACOLA	32506	1	11886	0.27
352	HC/LI	C-2	MU-S	262S311500004013	COLE CYNTHIA D	7875 AMETHYST DR	PENSACOLA	32506	1	11898	0.27
353	HC/LI	C-2	MU-S	242S312100005002	DEARDEN SCOTT T	10715 WILLOW LAKE DR	PENSACOLA	32506	1	11911	0.27
354	HC/LI	C-2	MU-S	252S311900000100	MOORE WILLIAM A	740 HANNAS TER	PENSACOLA	32506	1	11912	0.27
355	HC/LI	C-2	MU-S	252S311900000110	MOORE WILLIAM A	750 HANNAS TER	PENSACOLA	32506	1	11914	0.27
356	HC/LI	C-2	MU-S	083S321000000008	RODGERS JOHN R JR &	553 TARKILN OAKS CIR	PENSACOLA	32506	1	11957	0.27
357	HC/LI	C-2	MU-S	262S310950026001	HOLBUS BENJAMIN P	8046 CASTLE POINTE WAY	PENSACOLA	32506	1	11997	0.28
358	HC/LI	C-2	MU-S	262S311500009008	HUFFINE JOSEPH A & HEATHER R	7939 CASTLE POINTE WAY	PENSACOLA	32506	1	12005	0.28
359	HC/LI	C-2	MU-S	262S310950011011	MILLER ANDREW J & MARY S	1009 JAMIE DR	PENSACOLA	32506	1	12023	0.28
360	HC/LI	C-2	MU-S	262S310950028001	POTTER JEFFREY A	8036 CASTLE POINTE WAY	PENSACOLA	32506	1	12073	0.28
361	HC/LI	C-2	MU-S	262S311500007012	PICKEN DAVID & ANNALYN	7962 CASTLE POINTE WAY	PENSACOLA	32506	1	12139	0.28
362	HC/LI	C-2	MU-S	262S310950029010	RAMSEY DENNIS LEE &	820 STERLING WAY	PENSACOLA	32506	1	12190	0.28
363	HC/LI	C-2	MU-S	262S311500003008	FLYNN MICHAEL L &	8002 ONYX TRL	PENSACOLA	32506	1	12217	0.28
364	HC/LI	C-2	MU-S	242S312100001002	HAWKS IAN JAMES	10755 WILLOW LAKE DR	PENSACOLA	32506	1	12239	0.28
365	HC/LI	C-2	MU-S	262S310950010011	CRUMBLEY CLOIS & ANNA	1013 JAMIE DR	PENSACOLA	32506	1	12248	0.28
366	HC/LI	C-2	MU-S	252S311103080004	HYNICKA TROY	10803 CROSSCUT DR	PENSACOLA	32506	1	12250	0.28
367	HC/LI	C-2	MU-S	262S310950005005	SCHUCK LEIGHTON C	821 STERLING WAY	PENSACOLA	32506	1	12252	0.28
368	HC/LI	C-2	MU-S	262S311500006008	MAGEE JOHN	7850 AMETHYST DR	PENSACOLA	32506	1	12303	0.28
369	HC/LI	C-2	MU-S	252S311103020004	DEARING JOSEPH A	618 RIPSAW LN	PENSACOLA	32506	1	12310	0.28
370	HC/LI	C-2	MU-S	262S311500003007	REYNOLDS JOHN H	8000 SAPPHIRE BLVD	PENSACOLA	32506	1	12348	0.28
371	HC/LI	C-2	MU-S	262S311500002007	HAGGARD JUSTICE D	8010 SAPPHIRE BLVD	PENSACOLA	32506	1	12386	0.28
372	HC/LI	C-2	MU-S	352S301002000002	RESMONDO GINA FAYE	5400 BLK W FAIRFIELD DR	PENSACOLA	32506	2	12390	0.28
373	HC/LI	C-2	MU-S	262S311500005007	BONE TODD	8013 ONYX TRL	PENSACOLA	32506	1	12392	0.28
374	HC/LI	C-2	MU-S	083S321026000003	ESCAMBIA COUNTY	1000 BLK OAK VIEW DR	PENSACOLA	32506	1	12406	0.28
375	HC/LI	C-2	MU-S	262S310950006005	LIFE BRYAN E	811 STERLING WAY	PENSACOLA	32506	1	12473	0.29
376	HC/LI	GBD	MU-S	141N311001000007	DANIEL FAMILY PROPERTY LLC	110 HIGHWAY 29	CANTONMENT	32533	5	12476	0.29
377	HC/LI	C-2	MU-S	252S311900000080	MOORE WILLIAM A	720 HANNAS TER	PENSACOLA	32506	1	12484	0.29
378	HC/LI	C-2	MU-S	262S311500004008	BOWNE RAYMOND J & REBECCA J	7928 AMETHYST DR	PENSACOLA	32506	1	12484	0.29
379	HC/LI	C-2	MU-S	262S311500004007	WINKLER THOMAS J & NINA P	8003 ONYX TRL	PENSACOLA	32506	1	12519	0.29

380	HC/LI	C-2	MU-S	262S310950007005	PHAM MANH	805 STERLING WAY	PENSACOLA	32506	1	12535	0.29
381	HC/LI	C-2	MU-S	252S311103010004	MASINO KRISTEN G	612 RIPSAW LN	PENSACOLA	32506	1	12648	0.29
382	HC/LI	C-2	MU-S	262S310950002005	VINSON ROBERT M & PAMELA D	906 WINE POINTE DR	PENSACOLA	32506	1	12663	0.29
383	HC/LI	C-2	MU-S	262S310950004005	IGLESIAS PANTALEON &	916 WINE POINTE DR	PENSACOLA	32506	1	12673	0.29
384	HC/LI	C-2	MU-S	262S310950003005	KHORYATI PATRICK &	912 WINE POINTE DR	PENSACOLA	32506	1	12722	0.29
385	HC/LI	C-2	MU-S	262S311500001007	CHERRY RICHARD JR	8020 SAPPHIRE BLVD	PENSACOLA	32506	1	12772	0.29
386	HC/LI	C-2	MU-S	242S312100004001	BORG KENNETH E	10760 WILLOW LAKE DR	PENSACOLA	32506	1	12801	0.29
387	HC/LI	C-2	MU-S	242S312100005001	GARNER NENA L	10750 WILLOW LAKE DR	PENSACOLA	32506	1	12801	0.29
388	HC/LI	C-2	MU-S	242S312100006001	DENTON GARY T II & LINDA L	10740 WILLOW LAKE DR	PENSACOLA	32506	1	12801	0.29
389	HC/LI	C-2	MU-S	242S312100007001	YEE DONG RONALD JAY &	10730 WILLOW LAKE DR	PENSACOLA	32506	1	12803	0.29
390	HC/LI	C-2	MU-S	252S312101001023	GRAHAM JAMES & KIMBERLY	11110 LILLIAN HWY	PENSACOLA	32506	1	12877	0.30
391	HC/LI	GBD	MU-S	111N314000004001	RACETRAC PETROLEUM INC	262 MUSCOGEE RD	CANTONMENT	32533	5	13009	0.30
392	HC/LI	C-2	MU-S	262S311500007008	BAUER BYRON D &	7931 CASTLE POINTE WAY	PENSACOLA	32506	1	13070	0.30
393	HC/LI	ID-1	MU-S	241N302500012003	JAMES DAVID R & PAMELA H	1437 GREYSTONE DR	PENSACOLA	32514	5	13078	0.30
394	HC/LI	C-2	MU-S	262S311500008012	MINER KELLY D & JILL H	7958 CASTLE POINTE WAY	PENSACOLA	32506	1	13092	0.30
395	HC/LI	C-2	MU-S	252S312101000003	BROWN BETTY LOU	11150 LILLIAN HWY	PENSACOLA	32506	1	13130	0.30
396	HC/LI	C-2	MU-S	262S310950012011	MADOLID DEO J P	1005 JAMIE DR	PENSACOLA	32506	1	13228	0.30
397	HC/LI	C-2	MU-S	262S311500009012	GARCIA OSCAR E &	7954 CASTLE POINTE WAY	PENSACOLA	32506	1	13229	0.30
398	HC/LI	C-2	MU-S	242S312100003001	RANDALL CLAIRE M LIFE EST &	10770 WILLOW LAKE DR	PENSACOLA	32506	1	13261	0.30
399	HC/LI	C-2	MU-S	262S310950013011	GRIFFIN MICHAEL & JAMIE	1001 JAMIE DR	PENSACOLA	32506	1	13309	0.31
400	HC/LI	C-2	MU-S	262S311500001012	MCCORD BILL J & LINDA S	7986 CASTLE POINTE WAY	PENSACOLA	32506	1	13347	0.31
401	HC/LI	C-2	MU-S	262S310950007004	MERIWETHER MONTE K & ELIZABETH R	907 WINE POINTE DR	PENSACOLA	32506	1	13375	0.31
402	HC/LI	C-2	MU-S	262S310950006004	BUSH MELVIN J & SONIA L	911 WINE POINTE DR	PENSACOLA	32506	1	13380	0.31
403	HC/LI	GBD	MU-S	111N311000002060	BURLINGTON NORTHERN RAILROAD CO	106 S HIGHWAY 29	CANTONMENT	32533	5	13593	0.31
404	HC/LI	C-2	MU-S	262S310950002004	PATTON JAMES D JR & RUTH E	1004 JAMIE DR	PENSACOLA	32506	1	13800	0.32
405	HC/LI	C-2	MU-S	252S311900000060	MOORE WILLIAM A	711 HANNAS TER	PENSACOLA	32506	1	13966	0.32
406	HC/LI	C-2	MU-S	252S312101000006	PREHN GLENN	11180 LILLIAN HWY	PENSACOLA	32506	1	13971	0.32
407	HC/LI	C-2	MU-S	252S312101000005	BROCK ALLIDIANNE K	11170 LILLIAN HWY	PENSACOLA	32506	1	13982	0.32
408	HC/LI	C-2	MU-S	252S312101000019	BANK OF AMERICA N A	11160 LILLIAN HWY	PENSACOLA	32506	1	13993	0.32
409	HC/LI	C-2	MU-S	252S311103060002	TURNER JAMES ALLAN &	706 BUCKSAW DR	PENSACOLA	32506	1	14000	0.32
410	HC/LI	C-2	MU-S	252S311103020002	MCKINNEY OTIS JR & TAMMY G	10705 CROSSCUT DR	PENSACOLA	32506	1	14004	0.32
411	HC/LI	C-2	MU-S	262S310950003004	HERNANDEZ AUGIE &	1008 JAMIE DR	PENSACOLA	32506	1	14023	0.32
412	HC/LI	C-2	MU-S	262S310950008004	MOBLEY BILLY J	901 WINE POINTE DR	PENSACOLA	32506	1	14111	0.32
413	HC/LI	C-2	MU-S	252S312101001011	YOUNG SCOTT A	OFF NIX RD	PENSACOLA	32506	1	14117	0.32
414	HC/LI	GBD	MU-S	211N301301000003	HARRIS RICKY &	3033 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	14195	0.33
415	HC/LI	C-2	MU-S	021S314107001001	HENDERSON FELTON C	4080 HIGHWAY 297-A	CANTONMENT	32533	5	14233	0.33
416	HC/LI	C-2	MU-S	252S312101002011	YOUNG SCOTT A	NIX RD	PENSACOLA	32506	1	14277	0.33
417	HC/LI	C-2	MU-S	083S321000000009	CK GROUP LLC	557 TARKILN OAK CIR	PENSACOLA	32506	1	14285	0.33

418	HC/LI	C-2	MU-S	252S312101001018	WARD JOHN T & DARLENE	11140 LILLIAN HWY	PENSACOLA	32506	1	14298	0.33
419	HC/LI	GBD	MU-S	111N312305004001	MAGOULAS DEMETRIOS &	WOODLAND RD	CANTONMENT	32533	5	14302	0.33
420	HC/LI	VR-2	MU-S	031N311302000003	ROBERTSON COTTON INC	HIGHWAY 29	CANTONMENT	32533	5	14347	0.33
421	HC/LI	C-2	MU-S	213S310950044002	SEELY JASON D	1753 BEACHSIDE DR	PENSACOLA	32506	2	14380	0.33
422	HC/LI	C-2	MU-S	262S310950008005	DIEHL JUDY L	8031 CASTLE POINTE WAY	PENSACOLA	32506	1	14418	0.33
423	HC/LI	GBD	MU-S	111N314000001002	LEADING EDGE OBEDIENCE INC	264 MUSCOGEE RD (& 266)	CANTONMENT	32533	5	14431	0.33
424	HC/LI	C-2	MU-S	252S312101003011	YOUNG SCOTT A	OFF NIX RD	PENSACOLA	32506	1	14435	0.33
425	HC/LI	C-2	MU-S	252S311103030002	WIEDEMANN KRISTINA M	10713 CROSSCUT DR	PENSACOLA	32506	1	14495	0.33
426	HC/LI	C-2	MU-S	252S312101000007	HSBC BANK USA N A TRUSTEE FOR	11190 LILLIAN HWY	PENSACOLA	32506	1	14530	0.33
427	HC/LI	C-2	MU-S	252S312101004011	YOUNG SCOTT A	OFF NIX RD	PENSACOLA	32506	1	14594	0.34
428	HC/LI	C-2	MU-S	252S311900000070	MOORE BRYAN R	710 HANNAS TER	PENSACOLA	32506	1	14626	0.34
429	HC/LI	GBD	MU-S	021N312000000001	INVESTMENT GROUP TWO LLC	10 WILLIAMS DITCH RD	CANTONMENT	32533	5	14627	0.34
430	HC/LI	C-2	MU-S	252S312101000008	WARD JOHN T & DARLENE T	11200 LILLIAN HWY	PENSACOLA	32506	1	14660	0.34
431	HC/LI	GBD	MU-S	111N311000003059	SV79 INC	400 N HIGHWAY 29	CANTONMENT	32533	5	14665	0.34
432	HC/LI	C-2	MU-S	252S312101005011	YOUNG SCOTT A	OFF NIX RD	PENSACOLA	32506	1	14752	0.34
433	HC/LI	C-2	MU-S	162S312000420001	PARSONS KENNETH D & ANDREA W	240 RIOLA PL	PENSACOLA	32506	1	14760	0.34
434	HC/LI	C-2	MU-S	262S310950005004	BROWN RAINEY &	915 WINE POINTE DR	PENSACOLA	32506	1	14770	0.34
435	HC/LI	GBD	MU-S	111N314000001019	RACETRAC PETROLEUM INC	111 S HIGHWAY 29	CANTONMENT	32533	5	14793	0.34
436	HC/LI	GBD	MU-S	021N312410000000	CSX TRANSPORTATION, INC.		CANTONMENT	32533	5	14857	0.34
437	HC/LI	C-2	MU-S	262S310950009011	HUELSBECK HARRY H &	1017 JAMIE DR	PENSACOLA	32506	1	14903	0.34
438	HC/LI	GBD	MU-S	111N311000002059	CREIGHTON CLYDE T JR	406 N HIGHWAY 29	CANTONMENT	32533	5	14904	0.34
439	HC/LI	C-2	MU-S	262S310950032001	SHAW KENNETH A III	8000 CASTLE POINTE WAY	PENSACOLA	32506	1	14959	0.34
440	HC/LI	C-2	MU-S	262S310950002011	WINEGAR GARY E &	1102 CALINDA DR	PENSACOLA	32506	1	15031	0.35
441	HC/LI	GBD	MU-S	211N301301000010	KEMP PROPERTIES LP	3000 BLK HIGHWAY 29 SOUTH	CANTONMENT	32533	5	15092	0.35
442	HC/LI	C-2	MU-S	332S311000004055	NOBLES BENJAMIN J	3800 GULF BEACH HWY	PENSACOLA	32507	2	15126	0.35
443	HC/LI	GBD	MU-S	111N311000001058	CREIGHTON CLYDE T &	408 HIGHWAY 29 NORTH	CANTONMENT	32533	5	15137	0.35
444	HC/LI	C-2	MU-S	162S312000430001	BOLAND SARA DIANE	210 RIOLA PL	PENSACOLA	32506	1	15262	0.35
445	HC/LI	GBD	MU-S	111N311000007058	CANTONMENT GENERAL STORE LLC		CANTONMENT	32533	5	15268	0.35
446	HC/LI	C-2	MU-S	262S310950030001	STOWE DOUGLAS W	8010 CASTLE POINTE WAY	PENSACOLA	32506	1	15359	0.35
447	HC/LI	GBD	MU-S	021N312405000000	OTS RUTH E EST OF	1391 HIGHWAY 95-A NORTH	CANTONMENT	32533	5	15498	0.36
448	HC/LI	GBD	MU-S	111N311000000058	CANTONMENT GENERAL STORE LLC	410 HIGHWAY 29 NORTH	CANTONMENT	32533	5	15562	0.36
449	HC/LI	C-2	MU-S	262S310950004004	HARRIS JOHN W &	1012 JAMIE DR	PENSACOLA	32506	1	15592	0.36
450	HC/LI	C-2	MU-S	252S311103030004	DUNN ZACHARY H &	619 RIPSAW LN	PENSACOLA	32506	1	15644	0.36
451	HC/LI	C-2	MU-S	262S311500016014	POITEVINT JONATHAN & WHITNEY ANN	7980 OTIS WAY	PENSACOLA	32506	1	15749	0.36
452	HC/LI	GBD	MU-S	111N311000002058	STEPHENS WALTER H 1/3 INT &	428 PALAFOX HWY	CANTONMENT	32533	5	15787	0.36
453	HC/LI	C-2	MU-S	252S311900000010	MOORE WILLIAM A	761 HANNAS TER	PENSACOLA	32506	1	16031	0.37
454	HC/LI	GBD	MU-S	141N311001006012	BABA PETROLEUM LLC	210 S HIGHWAY 29	CANTONMENT	32533	5	16118	0.37
455	HC/LI	C-2	MU-S	252S311103070002	WHITE THOMAS WAYNE JR	712 BUCKSAW DR	PENSACOLA	32506	1	16129	0.37

456	HC/LI	C-2	MU-S	252S311431000003	BARTHOLDI HAZEL KIRK 50%	900 BLK DOG TRACK RD	PENSACOLA	32506	1	16132	0.37
457	HC/LI	C-2	MU-S	242S312100007002	SCHAUB RUSSELL W	10681 WILLOW LAKE DR	PENSACOLA	32506	1	16185	0.37
458	HC/LI	C-2	MU-S	252S312101000001	POWELL LOUISE R	645 NIX RD	PENSACOLA	32506	1	16208	0.37
459	HC/LI	C-2	MU-S	252S312500000001	ITALIANO JULIAN V & CRYSTLE K	11245 LILLIAN HWY	PENSACOLA	32506	1	16375	0.38
460	HC/LI	C-2	MU-S	262S311500018014	MAY MARK A	7981 OTIS WAY	PENSACOLA	32506	1	16388	0.38
461	HC/LI	GBD	MU-S	141N311001005004	PATEL C M	100 BLK HIGHWAY 29	CANTONMENT	32533	5	16620	0.38
462	HC/LI	C-2	MU-S	262S310950020001	MICHANOWICZ ANTHONY M & MARY W	8066 CASTLE POINTE WAY	PENSACOLA	32506	1	16639	0.38
463	HC/LI	C-2	MU-S	262S310950001004	TRAYWICK JOE P & BETSY	1000 JAMIE DR	PENSACOLA	32506	1	16859	0.39
464	HC/LI	C-2	MU-S	262S310950031001	COCHRAN GERALD E &	8006 CASTLE POINTE WAY	PENSACOLA	32506	1	16960	0.39
465	HC/LI	C-2	MU-S	262S310950001005	MOLDENHAUER RUSSEL A & MARY LEE	900 WINE POINTE DR	PENSACOLA	32506	1	16985	0.39
466	HC/LI	V-2	MU-S	361N313101000013	CARTER PHILIP S	3375 HIGHWAY 97 S	CANTONMENT	32533	5	17307	0.40
467	HC/LI	C-2	MU-S	252S311102000003	MILLVIEW PHASE 3 LLC	HWY 98 WEST DOG TRACK RD	PENSACOLA	32506	1	17409	0.40
468	HC/LI	C-2	MU-S	252S311103090004	HOLLENBACK TERRY L & PERIA C	10809 CROSSCUT DR	PENSACOLA	32506	1	17724	0.41
469	HC/LI	C-2	MU-S	252S311900000150	ESCAMBIA COUNTY		PENSACOLA	32506	1	17752	0.41
470	HC/LI	C-2	MU-S	021S314107003001	HENDERSON FELTON C &	4092 HIGHWAY 297-A	CANTONMENT	32533	5	17902	0.41
471	HC/LI	C-2	MU-S	252S311103090001	PHAM TUNG T &	10706 CROSSCUT DR	PENSACOLA	32506	1	18953	0.44
472	HC/LI	GBD	MU-S	141N311001004012	A-1 SMALL ENGINES	228 HIGHWAY 29 S	CANTONMENT	32533	5	19202	0.44
473	HC/LI	C-2	MU-S	022S312203005005	WINGED WHEEL GARAGE INC	701 N BLUE ANGEL LN	PENSACOLA	32526	1	19393	0.45
474	HC/LI	C-2	MU-S	252S311103010002	GODISH GEORGE F JR & CAROL L	10700 CROSSCUT DR	PENSACOLA	32506	1	19496	0.45
475	HC/LI	C-2	MU-S	252S312500000002	EVANS AUTOMOTIVE SERVICE CENTER INC	11225 LILLIAN HWY	PENSACOLA	32506	1	19734	0.45
476	HC/LI	ID-1	MU-S	141N301000001001	SMITH BILLY R & LAURA D	2900 BLK OLD CHEMSTRAND RD	CANTONMENT	32533	5	20290	0.47
477	HC/LI	GBD	MU-S	031N314201000001	ALLEN MEMORIAL	700 BLK NEAL RD	CANTONMENT	32533	5	20333	0.47
478	HC/LI	GBD	MU-S	111N311000005058	BETHEA WESS	424 N PALAFOX CANT	CANTONMENT	32533	5	20409	0.47
479	HC/LI	GBD	MU-S	111N312302005001	SALIB FADEL A &	748 HIGHWAY 29 N	CANTONMENT	32533	5	20933	0.48
480	HC/LI	GBD	MU-S	111N314000001001	RACETRAC PETROLEUM INC	262 MUSCOGEE RD	CANTONMENT	32533	5	21781	0.50
481	HC/LI	GBD	MU-S	021N312441000000	PROVIDENCE BAPTIST CHURCH OF	23 WILLIAMS DITCH RD	CANTONMENT	32533	5	22179	0.51
482	HC/LI	GBD	MU-S	141N311001008012	ARNOLD RAYMOND P	216 S HIGHWAY 29	CANTONMENT	32533	5	22426	0.51
483	HC/LI	C-2	MU-S	161S314102002003	NGUYEN MARIA	7468 MOBILE HWY	PENSACOLA	32526	1	22456	0.52
484	HC/LI	GBD	MU-S	211N302101001003	MCCULLOUGH JONATHAN A & NEOTO H	2619 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	22872	0.53
485	HC/LI	C-2	MU-S	332S311000005055	WILKEN JULIE	3706 GULF BEACH HWY	PENSACOLA	32507	2	22907	0.53
486	HC/LI	GBD	MU-S	111N312304000001	MCCURDY WILLIAM E & BETTY L	29-N & MORRIS AVE	CANTONMENT	32533	5	23427	0.54
487	HC/LI	GBD	MU-S	021N312402000001	TIPTON JAMES W JR &	1411 HIGHWAY 95-A N	CANTONMENT	32533	5	23487	0.54
488	HC/LI	GBD	MU-S	111N314000001016	RACETRAC PETROLEUM INC	111 S 29 HWY	CANTONMENT	32533	5	23537	0.54
489	HC/LI	GBD	MU-S	111N312307000000	WEBER ROBERT A JR & ANNA V	HIGHWAY 29	CANTONMENT	32533	5	23753	0.55
490	HC/LI	GBD	MU-S	111N312302004001	JALUIT PROPERTIES LLC	700 BLK HIGHWAY 29 NORTH	CANTONMENT	32533	5	24693	0.57
491	HC/LI	C-2	MU-S	252S311200010008	LINDSEY LINDA J	690 NIX RD	PENSACOLA	32506	1	24705	0.57
492	HC/LI	C-2	MU-S	242S311101000004	WESTWIND TOWNHOUSE ASSOCIATION INC		PENSACOLA	32506	1	24845	0.57
493	HC/LI	C-2	MU-S	252S312400445004	AMERICAN FIDELITY LIFE INSURANCE COMPANY	WILD HERON WAY	PENSACOLA	32506	1	24866	0.57

494	HC/LI	GID	MU-S	211N304400000160	T M ANDERSON COMPANY INC	3210 HIGHWAY 95-A	CANTONMENT	32533	5	25061	0.58
495	HC/LI	GBD	MU-S	111N312309000001	F & A M #322 CANTONMENT LODGE	735 US 29 NORTH	CANTONMENT	32533	5	25105	0.58
496	HC/LI	GBD	MU-S	141N311001000003	INTERNATIONAL PAPER COMPANY	PENSACOLA BLVD	CANTONMENT	32533	5	25188	0.58
497	HC/LI	GBD	MU-S	211N301301000013	KNIGHT HERMAN O & MABLE J	3000 BLK HIGHWAY 29 SOUTH	CANTONMENT	32533	5	25215	0.58
498	HC/LI	GBD	MU-S	211N301202009001	NORWOOD STUCCO INC	2991 S HIGHWAY 29	CANTONMENT	32533	5	25258	0.58
499	HC/LI	GBD	MU-S	111N314000002005	INTERNATIONAL PAPER COMPANY	300 BLK MUSCOGEE RD	CANTONMENT	32533	5	25372	0.58
500	HC/LI	GBD	MU-S	111N314000002002	INTERNATIONAL PAPER COMPANY	272 MUSCOGEE RD	CANTONMENT	32533	5	25671	0.59
501	HC/LI	C-2	MU-S	252S312303000001	BARNES CO OF NW FL INC	11335 LILLIAN HWY	PENSACOLA	32506	1	27952	0.64
502	HC/LI	GBD	MU-S	111N314000001005	DAWSON CALVIN TRUSTEE	296 MUSCOGEE RD	CANTONMENT	32533	5	28360	0.65
503	HC/LI	GBD	MU-S	211N301202007001	NORWOOD STUCCO INC	2991 S HIGHWAY 29	CANTONMENT	32533	5	28618	0.66
504	HC/LI	GBD	MU-S	111N312301000000	JOHNSON WILLIAM R	800 BLK HIGHWAY 95-A NORTH	CANTONMENT	32533	5	28862	0.66
505	HC/LI	GBD	MU-S	031N314201000002	ERIC GLEATON RENTALS LLC	733 NEAL RD	CANTONMENT	32533	5	29394	0.67
506	HC/LI	C-2	MU-S	252S312101000009	BROCK ALLIDIANNE K &	500 BLK NIX RD	PENSACOLA	32506	1	29469	0.68
507	HC/LI	C-2	MU-S	153S311001014003	PEOPLES WATER SERVICE CO OF FL INC	9260 GULF BEACH HWY	PENSACOLA	32507	2	29885	0.69
508	HC/LI	C-2	MU-S	252S311103000200	ESCAMBIA COUNTY	742 BUCKSAW DR	PENSACOLA	32506	1	30025	0.69
509	HC/LI	GBD	MU-S	211N301202005001	COASTAL EQUIPMENT SUPPLY INC	2987 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	30481	0.70
510	HC/LI	GID	MU-S	211N304400000170	FAIRFIELD PROPERTIES LLC	3200 S HIGHWAY 95-A	CANTONMENT	32533	5	30490	0.70
511	HC/LI	C-2	MU-S	262S311000000017	WAGNER JACOB D &	830 MIRAMAR DR	PENSACOLA	32506	1	30576	0.70
512	HC/LI	GBD	MU-S	111N312202000002	JOHNSON WILLIAM R	803 HIGHWAY 95-A NORTH	CANTONMENT	32533	5	30581	0.70
513	HC/LI	GBD	MU-S	111N312305001001	MAGOULAS DEMETRIOS &	HIGHWAY 29 NORTH	CANTONMENT	32533	5	30639	0.70
514	HC/LI	GBD	MU-S	201N302206000001	CLAY LARRY J SR & CLAY SHAWNDRA P	1400 TATE SCHOOL RD	CANTONMENT	32533	5	30763	0.71
515	HC/LI	C-2	MU-S	021S314107000001	CHANCELLOR MALCOLM	4088 HIGHWAY 297-A	CANTONMENT	32533	5	31052	0.71
516	HC/LI	GID	MU-S	262N313302000000	**********	********** *	*	*	5	31411	0.72
517	HC/LI	GID	MU-S	211N301201000004	FRIER WAYNE HOME CENTER OF PENSACOLA INC	2800 BLK HIGHWAY 95-A SOUTH	CANTONMENT	32533	5	31500	0.72
518	HC/LI	GBD	MU-S	211N302101002003	ENVIRONMENTAL CARE INC OF PENSACOLA	2629 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	32508	0.75
519	HC/LI	GBD	MU-S	111N311000001060	INTERNATIONAL PAPER COMPANY	390 N HIGHWAY 29	CANTONMENT	32533	5	32832	0.75
520	HC/LI	GBD	MU-S	111N312304000005	HARRIS CHARLES T &	98 MORRIS AVE	CANTONMENT	32533	5	33063	0.76
521	HC/LI	C-2	MU-S	252S312400430004	AMERICAN FIDELITY LIFE INSURANCE COMPANY	HERONS BAYOU S/D	PENSACOLA	32506	1	33439	0.77
522	HC/LI	GBD	MU-S	111N314000002004	INTERNATIONAL PAPER COMPANY		CANTONMENT	32533	5	34223	0.79
523	HC/LI	C-2	MU-S	252S311200001009	WARD JASON WAYNE &	680 RIOLA PL	PENSACOLA	32506	1	35270	0.81
524	HC/LI	GBD	MU-S	111N314000003005	INTERNATIONAL PAPER COMPANY	300 BLK MUSCOGEE RD	CANTONMENT	32533	5	35506	0.82
525	HC/LI	C-2	MU-S	252S311103001200	ESCAMBIA COUNTY		PENSACOLA	32506	1	35591	0.82
526	HC/LI	GID	MU-S	211N304400000150	JUDSON RICHARD L JR	3100 BLK HIGHWAY 29 SOUTH	CANTONMENT	32533	5	35653	0.82
527	HC/LI	GBD	MU-S	021N313104000000	COTTAGE HILL ASSEMBLY OF GOD INC	NEAL RD	CANTONMENT	32533	5	35680	0.82
528	HC/LI	GID	MU-S	211N304400000130	3179 GATEWAY LANE LLC	3179 GATEWAY LN	CANTONMENT	32533	5	35964	0.83
529	HC/LI	GBD	MU-S	031N314401000004	HARRIS MARY ANN	807 N HIGHWAY 29	CANTONMENT	32533	5	35984	0.83
530	HC/LI	GID	MU-S	211N301201000005	FRIER WAYNE HOME CENTER OF PENSACOLA INC	2100 BLK ROBERTS RD	CANTONMENT	32533	5	36383	0.84
531	HC/LI	GID	MU-S	211N304400000020	NISEWONGER DAVID D	3150 SOUTH HWY 95A	CANTONMENT	32533	5	37152	0.85

532	HC/LI	GID	MU-S	201N303400000000	COMMSTRUCTURES INC	101 E ROBERTS RD	PENSACOLA	32534	5	38142	0.88
533	HC/LI	GBD	MU-S	211N301201000002	O DANIEL ALLISON A JR 1/3 INT &	2625 S HIGHWAY 29	CANTONMENT	32533	5	38939	0.89
534	HC/LI	GBD	MU-S	111N312304000004	HOLT PATRICIA D	500 HIGHWAY 29 NORTH	CANTONMENT	32533	5	38994	0.90
535	HC/LI	GBD	MU-S	031N314401001003	WOOD ROGER L & KAREN E	980 HIGHWAY 29 NORTH	CANTONMENT	32533	5	39260	0.90
536	HC/LI	GID	MU-S	211N304400000050	THOMPSON WILLIAM D	3162 GATEWAY LN	CANTONMENT	32533	5	39493	0.91
537	HC/LI	GBD	MU-S	021N312401000000	HAVARD WILLIAM R	1451 HIGHWAY 95-A	CANTONMENT	32533	5	39750	0.91
538	HC/LI	GID	MU-S	211N304400000030	CREATIVE FLOORING OF PENSACOLA INC	3154 GATEWAY LN	CANTONMENT	32533	5	39905	0.92
539	HC/LI	GID	MU-S	211N304400000040	AUSANDEL	3158 GATEWAY LN	CANTONMENT	32533	5	39964	0.92
540	HC/LI	GID	MU-S	211N301201000000	HUAL ELECTRIC INC	2613 HIGHWAY 95-A SOUTH	CANTONMENT	32533	5	40046	0.92
541	HC/LI	GID	MU-S	211N304400000180	JERNIGAN CRAIG ENTERPRISES LLC	3155 GATEWAY LN	CANTONMENT	32533	5	40787	0.94
542	HC/LI	GID	MU-S	211N304400000090	HORST INC	3178 GATEWAY LN	CANTONMENT	32533	5	41396	0.95
543	HC/LI	GID	MU-S	211N304400000080	HORST INC	3174 GATEWAY LN	CANTONMENT	32533	5	41421	0.95
544	HC/LI	GBD	MU-S	111N312306000000	GRAY CALVIN R &	623 HIGHWAY95 A	CANTONMENT	32533	5	41843	0.96
545	HC/LI	GID	MU-S	211N304400000010	K BERGER PROPERTIES LLC	3140 S HIGHWAY 95A	CANTONMENT	32533	5	41943	0.96
546	HC/LI	GID	MU-S	211N301201002001	MOORE JOHN M & RUTH ELAINE	1945 E ROBERTS RD	PENSACOLA	32534	5	41993	0.96
547	HC/LI	C-2	MU-S	182S311400001004	FIL AM MISSIONARY BAPTIST CHURCH INC	1041 BLUE ANGEL PKWY	PENSACOLA	32506	1	42028	0.96
548	HC/LI	GBD	MU-S	031N314101000006	BROWN NORMAN O & JACQUELINE M	597 NEAL RD	CANTONMENT	32533	5	42215	0.97
549	HC/LI	C-2	MU-S	342S301220012122	LEMAY MARISHA LYANNE KNIGHT	5135 W FAIRFIELD DR	PENSACOLA	32506	2	42398	0.97
550	HC/LI	GBD	MU-S	211N302101000003	BARNES WILLIAM T	2623 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	42476	0.98
551	HC/LI	GBD	MU-S	141N311001004003	CSX TRANSPORTATION, INC.	HIGHWAY 29 NORTH	CANTONMENT	32533	5	42925	0.99
552	HC/LI	C-2	MU-S	242S312101002001	AFFINITY ELEVATOR COMPANY LLC	HIGHWAY 98 W	PENSACOLA	32506	1	42934	0.99
553	HC/LI	GBD	MU-S	021N312406000003	GODWIN MARY	1297 N HWY 95 A	CANTONMENT	32533	5	42980	0.99
554	HC/LI	GBD	MU-S	021N312406000001	WHITEHEAD JAMES L &	1375 HIGHWAY 95-A NORTH	CANTONMENT	32533	5	43249	0.99
555	HC/LI	GBD	MU-S	021N312406000002	SANDERS SADIE B	1293 HIGHWAY 95-A NORTH	CANTONMENT	32533	5	43353	1.00
556	HC/LI	GBD	MU-S	031N314101000007	NELLUMS ROBERT EARL	605 NEAL RD	CANTONMENT	32533	5	43560	1.00
557	HC/LI	GID	MU-S	211N304400000100	GREY WELL LLC	3182 GATEWAY LN	CANTONMENT	32533	5	43564	1.00
558	HC/LI	C-2	MU-S	352S303100002001	GRACE ASSEMBLY OF GOD MYRTLE GROVE INC	6117 W FAIRFIELD DR	PENSACOLA	32506	2	43610	1.00
559	HC/LI	GBD	MU-S	031N311102000007	DANIEL FAMILY PROPERTY LLC	1200 BLK PHALROSE	CANTONMENT	32533	5	44052	1.01
560	HC/LI	GBD	MU-S	031N311102000006	KELLY MILDRED	630 NEAL RD	CANTONMENT	32533	5	44185	1.01
561	HC/LI	GBD	MU-S	031N311102000029	HELMS JAMES R &	570 NEAL RD	CANTONMENT	32533	5	44225	1.02
562	HC/LI	GBD	MU-S	031N311102000030	WALKER JAMES B	1270 PHALROSE LN	CANTONMENT	32533	5	44225	1.02
563	HC/LI	GBD	MU-S	031N311102000026	NELLUMS CARL P	470 NEAL RD	CANTONMENT	32533	5	44226	1.02
564	HC/LI	GBD	MU-S	031N311102001024	DANIEL FAMILY PROPERTY	450 NEAL RD	CANTONMENT	32533	5	44226	1.02
565	HC/LI	C-2	MU-S	021S311201000620	CRIBB ERNEST T II &	3999 HIGHWAY 297-A	CANTONMENT	32533	5	44457	1.02
566	HC/LI	C-2	MU-S	242S313201002002	SPAULDING ROSEMARY LASHER	1000 DOG TRACK RD	PENSACOLA	32506	1	44846	1.03
567	HC/LI	C-2	MU-S	332S312000371026	STRUCK JANET B &	9106 GULF BEACH HWY	PENSACOLA	32507	2	45710	1.05
568	HC/LI	GID	MU-S	211N304400000120	SCHWARTZ HARRY H & PAMELA B	3185 GATEWAY LN	CANTONMENT	32533	5	46847	1.08
569	HC/LI	C-2	MU-S	242S311101003001	ANDRESS SALLY LOU TRUSTEES FOR ANDRESS ANDY &	STATE RD 298-B	PENSACOLA	32506	1	47796	1.10

570	HC/LI	GBD	MU-S	021N311204000000	COTTAGE HILL WATER WORKS INC	16 WILLIAMS DITCH RD	CANTONMENT	32533	5	49390	1.13
571	HC/LI	GID	MU-S	211N304400000140	BASS WILLIAM H	3100 BLK HIGHWAY 29 SOUTH	CANTONMENT	32533	5	50013	1.15
572	HC/LI	C-2	MU-S	242S313201001002	KLOCKENKEMPER MARY LOU 1/3 INT	1000 BLK DOG TRACK RD	PENSACOLA	32506	1	50140	1.15
573	HC/LI	C-2	MU-S	252S311102000003	MILLVIEW PHASE 3 LLC	HWY 98 WEST DOG TRACK RD	PENSACOLA	32506	1	50653	1.16
574	HC/LI	C-2	MU-S	242S311101002001	CITIMORTGAGE INC	HIGHWAY 98	PENSACOLA	32506	1	51085	1.17
575	HC/LI	GID	MU-S	211N304400000070	THOMAS HOME CORPORATION	3170 GATEWAY LN	CANTONMENT	32533	5	51624	1.19
576	HC/LI	GBD	MU-S	111N314000001003	INTERNATIONAL PAPER COMPANY	282 MUSCOGEE RD	CANTONMENT	32533	5	53784	1.23
577	HC/LI	GBD	MU-S	211N304203000000	BARNES DONNIE G TRUSTEE	3197 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	54428	1.25
578	HC/LI	C-2	MU-S	262S311500023014	RELIANT CONTRACTORS INC	CASTLE POINTE WAY	PENSACOLA	32506	1	55230	1.27
579	HC/LI	C-2	MU-S	242S313201009002	BEHNKE PAUL &	DOG TRACK RD	PENSACOLA	32506	1	55336	1.27
580	HC/LI	GID	MU-S	211N304400000110	HIATT MISTY LYNNE	3186 GATEWAY LN	CANTONMENT	32533	5	58049	1.33
581	HC/LI	GBD	MU-S	211N304301003001	KINGLINE EQUIPMENT INC	3297 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	58484	1.34
582	HC/LI	GBD	MU-S	111N312310000001	JCKS ENTERPRISES LLC	HIGHWAY 29	CANTONMENT	32533	5	58725	1.35
583	HC/LI	GID	MU-S	211N304400000060	MONTGOMERY RONALD D &	3166 GATEWAY LN	CANTONMENT	32533	5	59680	1.37
584	HC/LI	ID-CP	MU-S	071S311101001004	FSC DG PENSACOLA FL LLC	5955 W NINE MILE RD	PENSACOLA	32526	1	61250	1.41
585	HC/LI	GBD	MU-S	211N304202000000	BARNES DONNIE G TRUSTEE	3149 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	61838	1.42
586	HC/LI	C-2	MU-S	332S311000002055	**********	********** *	*	*	2	61857	1.42
587	HC/LI	C-2	MU-S	252S311102000010	ELANDRAUS LLC	HIGHWAY 98 DOG TRACK RD	PENSACOLA	32506	1	62863	1.44
588	HC/LI	ID-CP	MU-S	071S311101000006	JUNIOR FOOD STORES OF WEST FLORIDA INC		PENSACOLA	32526	1	63355	1.45
589	HC/LI	GBD	MU-S	021N313101000004	DANIEL TIMOTHY M & TERESA R	391 NEAL RD	CANTONMENT	32533	5	65322	1.50
590	HC/LI	GBD	MU-S	211N304202000001	SPARKS JACK W & CHERI LYNN	3101 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	65587	1.51
591	HC/LI	GBD	MU-S	211N304102000005	SPARKS JACK W & CHERI L	10400 BLK HIGHWAY 29	CANTONMENT	32533	5	65991	1.51
592	HC/LI	GBD	MU-S	021N313101001004	ENGLISH GREGORY S & LINDA J	355 NEAL RD	CANTONMENT	32533	5	66303	1.52
593	HC/LI	C-2	MU-S	332S311000002048	HOGUE JENNIFER M 50% INT	9026 GULF BEACH HWY	PENSACOLA	32507	2	66887	1.54
594	HC/LI	ID-CP	MU-S	141N311001005002	BPC OF NW FLORIDA LLC	95 STONE BLVD	CANTONMENT	32533	5	66908	1.54
595	HC/LI	GBD	MU-S	021N313101000005	MCKINNEY MARK S & LISA J	335 NEAL RD	CANTONMENT	32533	5	67284	1.54
596	HC/LI	GBD	MU-S	021N313101000006	LOLLIE EDNA J	273 NEAL RD	CANTONMENT	32533	5	69080	1.59
597	HC/LI	GID	MU-S	211N301301000014	HENRY THOMAS A	2900 BLK HIGHWAY 95A SOUTH	CANTONMENT	32533	5	69190	1.59
598	HC/LI	GBD	MU-S	211N304301000002	THOMPSON C W &	3397 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	70414	1.62
599	HC/LI	C-2	MU-S	152S311100000003	PRESERVE AT CROWN POINTE	CROWN POINTE BLVD OFF OF	PENSACOLA	32506	1	72845	1.67
600	HC/LI	C-2	MU-S	242S313201004002	LYNCH LUCILLE METKE	1020 DOG TRACK RD	PENSACOLA	32506	1	72911	1.67
601	HC/LI	GBD	MU-S	111N312305003001	ESCAMBIA COUNTY	2 WOODLAND AVE	CANTONMENT	32533	5	73483	1.69
602	HC/LI	GBD	MU-S	021N313105000002	STEADHAM SCOTT &	195 NEAL RD	CANTONMENT	32533	5	73766	1.69
603	HC/LI	GID	MU-S	211N301201001001	MOORE JOHN M & RUTH ELAINE	1945 E ROBERTS RD	PENSACOLA	32534	5	73903	1.70
604	HC/LI	C-2	MU-S	221S314102010003	TULLOS SCARLETT STACEY	7290 SPARSHOTT DR	PENSACOLA	32526	1	74012	1.70
605	HC/LI	GBD	MU-S	111N312304000000	MIDLAM SANDRA A TRUSTEE FOR	600 BLK HIGHWAY 29 NORTH	CANTONMENT	32533	5	74088	1.70
606	HC/LI	C-2	MU-S	242S313201006002	BORG KENNETH E	1010 DOG TRACK RD	PENSACOLA	32506	1	74999	1.72
607	HC/LI	C-2	MU-S	242S313201003002	DEAN KIMBERLY	1016 DOG TRACK RD	PENSACOLA	32506	1	75005	1.72

608	HC/LI	C-2	MU-S	242S313201005002	LINSANGAN PAQUITO D & NARCISA O	1000 BLK DOG TRACK RD	PENSACOLA	32506	1	75014	1.72
609	HC/LI	GBD	MU-S	211N304301000001	BUTLER STEVEN L & PAMELA M	3311 HIGHWAY 29 NORTH	CANTONMENT	32533	5	76071	1.75
610	HC/LI	GBD	MU-S	021N312406000000	SANDERS SADIE B	1200 BLK N HIGHWAY 95A	CANTONMENT	32533	5	76282	1.75
611	HC/LI	GBD	MU-S	111N312310000000	JJSS CANTONMENT LLC	710 HIGHWAY 29N	CANTONMENT	32533	5	77516	1.78
612	HC/LI	GBD	MU-S	211N301301000007	KEMP PROPERTIES LP	3005 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	77917	1.79
613	HC/LI	GBD	MU-S	031N314401000012	JERNIGAN GLEN M & LOUISE W	100 BLK HARVEST HILL DR	CANTONMENT	32533	5	78176	1.79
614	HC/LI	GBD	MU-S	031N314401002003	SAND & DIRT INC		CANTONMENT	32533	5	79981	1.84
615	HC/LI	ID-CP	MU-S	141N311001007002	85 STONE LLC	85 STONE BLVD	CANTONMENT	32533	5	80304	1.84
616	HC/LI	C-2	MU-S	252S311102000010	ELANDRAUS LLC	HIGHWAY 98 DOG TRACK RD	PENSACOLA	32506	1	80306	1.84
617	HC/LI	R-R	MU-S	081S311301000000	NAVY FEDERAL CREDIT UNION	NINE MILE RD OFF	PENSACOLA	32526	1	80314	1.84
618	HC/LI	C-2	MU-S	242S311101007001	HERITAGE LAKES TOWNHOUSE ASSOC INC	10075 US HWY 98	PENSACOLA	32506	1	80653	1.85
619	HC/LI	GBD	MU-S	211N304301000000	EMERALD COAST UTILITIES AUTHORITY	10411 HIGHWAY 95-A SOUTH	CANTONMENT	32533	5	81409	1.87
620	HC/LI	ID-1	MU-S	141N301000002001	VALVE TECHNOLOGY SERVICES INC	2898 OLD CHEMSTRAND RD	CANTONMENT	32533	5	82420	1.89
621	HC/LI	C-2	MU-S	262S310950000027	AMSOUTH	CASTLE POINTE WAY	PENSACOLA	32506	1	86048	1.98
622	HC/LI	GBD	MU-S	021N312442000000	LEHMANN LANCE	20 COTTAGE HILL RD	CANTONMENT	32533	5	86657	1.99
623	HC/LI	GBD	MU-S	031N311102000028	BARNES NORMA M NELLUMS	550 NEAL RD A	CANTONMENT	32533	5	88450	2.03
624	HC/LI	GBD	MU-S	031N314101000004	MEREDITH DENNIS G	1000 BLK N HIGHWAY 29	CANTONMENT	32533	5	88673	2.04
625	HC/LI	GBD	MU-S	031N314101000002	NELLUMS ROBERT EARL	1170 HIGHWAY 29 NORTH	CANTONMENT	32533	5	89836	2.06
626	HC/LI	C-2	MU-S	242S311101012001	MOONEY JAMES E &	9951 HIGHWAY 98 W	PENSACOLA	32506	1	92731	2.13
627	HC/LI	ID-CP	MU-S	141N311001008002	BPC OF NW FLORIDA LLC	1ST BLK STONE BLVD	CANTONMENT	32533	5	93722	2.15
628	HC/LI	C-2	MU-S	242S313201008002	MCELHANY BRODY J &	1004 DOG TRACK RD	PENSACOLA	32506	1	94859	2.18
629	HC/LI	GID	MU-S	211N301202002001	HEATH ROBERT A	2690 HIGHWAY 95A SOUTH	CANTONMENT	32533	5	94905	2.18
630	HC/LI	GBD	MU-S	031N314101000005	R & Y HOWELL PROPERTIES INC	1095 HIGHWAY 29 NORTH LOT 5	CANTONMENT	32533	5	95138	2.18
631	HC/LI	GID	MU-S	211N301201000003	FRIER WAYNE HOME CENTER OF PENSACOLA INC	2600 S HIGHWAY 95-A	CANTONMENT	32533	5	95632	2.20
632	HC/LI	GID	MU-S	211N304102000003	SHIVER FREDDIE R	3060 HIGHWAY 95A SOUTH	CANTONMENT	32533	5	96173	2.21
633	HC/LI	GBD	MU-S	261N312001003001	MCCULLERS JASON E & CARLEE S	1348 TATE SCHOOL RD	CANTONMENT	32533	5	98384	2.26
634	HC/LI	GBD	MU-S	211N304204000000	KINGLINE EQUIPMENT INC	3221 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	100829	2.31
635	HC/LI	ID-CP	MU-S	111N311000000046	SCHWARTZ DAVID L & MELINDA W	BECKS LAKE RD	CANTONMENT	32533	5	101666	2.33
636	HC/LI	GID	MU-S	352N312100001001	HONEYCOMB AIRCRAFT REPAIR CENTER LLC	1 QUINTETTE RD	CANTONMENT	32533	5	101793	2.34
637	HC/LI	GBD	MU-S	031N314103000001	CANTONMENT CHURCH OF CHRIST INC	NEAL RD AT U S 29	CANTONMENT	32533	5	102244	2.35
638	HC/LI	GBD	MU-S	031N311102000002	KRIEGELS PRODUCTS REALTY INC	1310 N HWY 29	CANTONMENT	32533	5	102290	2.35
639	HC/LI	GBD	MU-S	021N312405000001	TIPTON HAROLD S &		CANTONMENT	32533	5	103029	2.37
640	HC/LI	C-2	MU-S	252S312101000011	YOUNG SCOTT A	LILLIAN HWY	PENSACOLA	32506	1	104893	2.41
641	HC/LI	GBD	MU-S	111N312309000000	SCHOENFELD RON MONTE	700 BLK N HIGHWAY 29	CANTONMENT	32533	5	105343	2.42
642	HC/LI	GBD	MU-S	021N313105000001	ENGLISH MARILYN M &	211 NEAL RD	CANTONMENT	32533	5	105647	2.43
643	HC/LI	C-2	MU-S	342S301220011122	KNIGHT GEORGE E & MARIA B	5135 W FAIRFIELD DR	PENSACOLA	32506	2	108253	2.49
644	HC/LI	C-2	MU-S	252S311431000001	ETHEREDGE SHIRLEY A	952 DOG TRACK RD	PENSACOLA	32506	1	110720	2.54
645	HC/LI	GBD	MU-S	211N302101000000	EXTREME PUMPING AND SEPTIC LLC	2611 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	111522	2.56

646	HC/LI	GBD	MU-S	031N314401000003	LARRY O AND JANICE E PITTMAN LLC	990 HIGHWAY 29 NORTH	CANTONMENT	32533	5	111825	2.57
647	HC/LI	ID-1	MU-S	241N302002000000	GULF POWER CO	GREENBRIER BLVD	PENSACOLA	32514	5	112627	2.59
648	HC/LI	ID-CP	MU-S	111N311000003050	EMERALD COAST UTILITIES AUTHORITY	325 BECKS LAKE RD	CANTONMENT	32533	5	113267	2.60
649	HC/LI	GBD	MU-S	021N312301000000	GOODWIN TRACI	1475 HIGHWAY 95-A NORTH	CANTONMENT	32533	5	114609	2.63
650	HC/LI	GBD	MU-S	111N312302001001	TERHAAR & CRONLEY	700 BLK HIGHWAY 29 NORTH	CANTONMENT	32533	5	122551	2.81
651	HC/LI	GBD	MU-S	021N313101000000	DICKERSON ACIE RAY	409 NEAL RD	CANTONMENT	32533	5	126162	2.90
652	HC/LI	GBD	MU-S	211N301303000000	SPARKS JACK W & CHERI L	3091 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	127176	2.92
653	HC/LI	GID	MU-S	201N304300000000	SPARKS JACK W &	100 E ROBERTS RD	PENSACOLA	32534	5	132257	3.04
654	HC/LI	C-2	MU-S	252S311102000010	ELANDRAUS LLC	HIGHWAY 98 DOG TRACK RD	PENSACOLA	32506	1	134984	3.10
655	HC/LI	C-2	MU-S	252S312301000000	FALGUERA CECILIA M TRUSTEE FOR	LILLIAN HWY	PENSACOLA	32506	1	135689	3.11
656	HC/LI	C-2	MU-S	221S314102000002	SPARSHOTT NANCY VIRGINIA &	7215 MOBILE HWY	PENSACOLA	32526	1	137273	3.15
657	HC/LI	GID	MU-S	211N304400000200	ESCAMBIA COUNTY	3100 BLK GATEWAY LN	CANTONMENT	32533	5	141454	3.25
658	HC/LI	ID-CP	MU-S	071S311101000000	B&E HOLDINGS LLC	5900 BLK NINE MILE RD	PENSACOLA	32526	1	147199	3.38
659	HC/LI	GID	MU-S	211N301202000002	REYNOLDS READY MIX LLC	3008 HIGHWAY 95-A	CANTONMENT	32533	5	150598	3.46
660	HC/LI	GBD	MU-S	261N312001002001	PRATHER BARBARA A 3/4 INT &	1601 HIGHWAY 29 SOUTH	CANTONMENT	32533	5	150852	3.46
661	HC/LI-NA	C-2NA	MU-S	192S313202001001	CHELICO ROBERT J	1100 N BLUE ANGEL PKWY	PENSACOLA	32506	1	152386	3.50
662	HC/LI	C-2	MU-S	242S311101014001	RUPERT ANGUS H & REGINA R	10085 W HIGHWAY 98	PENSACOLA	32506	1	153131	3.52
663	HC/LI	C-2	MU-S	242S311101010001	MOONEY JAMES E &	10000 BLK HIGHWAY 98 W	PENSACOLA	32506	1	157467	3.61
664	HC/LI	GID	MU-S	211N301202003001	CMH HOMES INC	2848 S HIGHWAY 95A	CANTONMENT	32533	5	158048	3.63
665	HC/LI	GID	MU-S	352N312100000001	PENSACOLA ENGINEERING INC	5 E QUINTETTE RD	CANTONMENT	32533	5	162733	3.74
666	HC/LI	GID	MU-S	201N303101000000	PLASTIC COATED PAPERS INC	1735 E KINGSFIELD RD	PENSACOLA	32534	5	171372	3.93
667	HC/LI	GBD	MU-S	031N314201000000	NEAL JANICE L EST OF	741 NEAL RD	CANTONMENT	32533	5	172814	3.97
668	HC/LI	C-2	MU-S	252S312202002001	ESCAMBIA INC 1/2 INT		PENSACOLA	32506	1	177720	4.08
669	HC/LI	GID	MU-S	201N303101000002	PLASTIC COATED PAPERS INC	E KINGSFIELD RD	PENSACOLA	32534	5	178940	4.11
670	HC/LI	GBD	MU-S	211N301202004001	JARRELL KENNETH S	2900 BLK S HIGHWAY 29 N	CANTONMENT	32533	5	181236	4.16
671	HC/LI	GBD	MU-S	021N312408000002	DANIEL GLENNIE M	400 BLK NEAL RD	CANTONMENT	32533	5	184612	4.24
672	HC/LI	GBD	MU-S	021N312404000000	TIPTON HAROLD &	1405 HIGHWAY 95-A NORTH	CANTONMENT	32533	5	186651	4.28
673	HC/LI	GBD	MU-S	021N313105000000	ASSEMBLY OF GOD	1173 HIGHWAY 95-A	CANTONMENT	32533	5	186968	4.29
674	HC/LI	GBD	MU-S	111N312302000000	BORELLI ANTHONY	700 BLK HIGHWAY 29 NORTH	CANTONMENT	32533	5	188434	4.33
675	HC/LI	C-2	MU-S	242S311101009003	RUPERT HOLDINGS LLC	10081 W HIGHWAY 98	PENSACOLA	32506	1	191128	4.39
676	HC/LI	GID	MU-S	201N303101000001	PLASTIC COATED PAPERS INC	1701 E KINGSFIELD RD	PENSACOLA	32534	5	195501	4.49
677	HC/LI	GBD	MU-S	031N314103001001	WHITE SHEILA D	US 29 NORTH	CANTONMENT	32533	5	197115	4.53
678	HC/LI-NA	C-2NA	MU-S	192S313202001001	CHELICO ROBERT J	1100 N BLUE ANGEL PKWY	PENSACOLA	32506	1	205123	4.71
679	HC/LI	GBD	MU-S	111N312302003001	JALUIT PROPERTIES LLC	736 HIGHWAY 29 NORTH	CANTONMENT	32533	5	209883	4.82
680	HC/LI	C-2	MU-S	242S311101011001	STRUCK JAMES W &	10000 BLK AILERON AVE	PENSACOLA	32506	1	209994	4.82
681	HC/LI	C-2	MU-S	242S311101009001	JOHNSTON REBECCA	HIGHWAY 98	PENSACOLA	32506	1	211820	4.86
682	HC/LI	GBD	MU-S	031N314300000005	PITTMAN LARRY O & JANICE E	1000 BLK HIGHWAY 29	CANTONMENT	32533	5	211903	4.86
683	HC/LI	GID	MU-S	201N304201003001	NELSON JAMES D	1920 E ROBERTS RD	PENSACOLA	32534	5	217563	4.99

684	HC/LI	GBD	MU-S	141N311007002013	GLEATON ERIC	1698 NORTH TATE SCHOOL RD	CANTONMENT	32533	5	223491	5.13
685	HC/LI	C-2	MU-S	242S312201000000	AFFINITY ELEVATOR COMPANY LLC		PENSACOLA	32506	1	229986	5.28
686	HC/LI	GBD	MU-S	021N312408000003	EVANS RICK &	400 NEAL RD	CANTONMENT	32533	5	232799	5.34
687	HC/LI	GBD	MU-S	021N312408000001	MCKINNEY EARL RAY &	1275 N HIGHWAY 95-A	CANTONMENT	32533	5	233684	5.36
688	HC/LI	C-2	MU-S	083S321300000001	PERDIDO BAY BAPTIST CHURCH INC	SORENTO RD & MERLIN RD	PENSACOLA	32506	1	243692	5.59
689	HC/LI	C-2	MU-S	051S313302000000	PITTS MYRON & GAIL	5800 BLK NINE MILE RD	PENSACOLA	32526	1	259353	5.95
690	HC/LI	C-2	MU-S	172S314201000000	AFFINITY ELEVATOR COMPANY LLC	HIGHWAY 298-C	PENSACOLA	32506	1	287733	6.61
691	HC/LI	GBD	MU-S	031N314101000000	MELIGAN DUFFY J	500 BLK NEAL RD	CANTONMENT	32533	5	297036	6.82
692	HC/LI	GID	MU-S	211N301202000002	REYNOLDS READY MIX LLC	3008 HIGHWAY 95-A	CANTONMENT	32533	5	317305	7.28
693	HC/LI	GBD	MU-S	031N314101000003	LOFTIN WYNINE H 2/4	1100 HIGHWAY 29 NORTH	CANTONMENT	32533	5	331827	7.62
694	HC/LI	C-2	MU-S	221S314102008003	SPARSHOTT NANCY VIRGINIA TRUSTEE &	7200 BLK MOBILE HWY	PENSACOLA	32526	1	343974	7.90
695	HC/LI	GID	MU-S	211N304102000004	AUSANDEL	HIGHWAY 29 N	CANTONMENT	32533	5	348822	8.01
696	HC/LI	GBD	MU-S	031N311302000003	ROBERTSON COTTON INC	HIGHWAY 29	CANTONMENT	32533	5	362273	8.32
697	HC/LI	GID	MU-S	262N314203000001	GREEN EARTH INDUSTRIAL SOLUTIONS LLC	16 E QUINTETTE RD	CANTONMENT	32533	5	366721	8.42
698	HC/LI	GBD	MU-S	021N312408000004	KING GLORIA ANNETTE	400 BLK NEAL RD	CANTONMENT	32533	5	377873	8.67
699	HC/LI	ID-CP	MU-S	111N311000004050	PENSACOLA SKID & PALLET INC	351 BECKS LAKE RD	CANTONMENT	32533	5	386115	8.86
700	HC/LI	GID	MU-S	211N304102000002	THOMAS HOME CORP	3050 HIGHWAY 29 N	CANTONMENT	32533	5	387950	8.91
701	HC/LI	GBD	MU-S	021N313301000001	DICKERSON ACIE R SR	HIGHWAY 29 NORTH	CANTONMENT	32533	5	423741	9.73
702	HC/LI	GID	MU-S	201N303400000001	COMMSTRUCTURES INC	101 E ROBERTS RD	PENSACOLA	32534	5	436036	10.01
703	HC/LI	GBD	MU-S	021N312408000000	EVANS RICK	400 NEAL RD	CANTONMENT	32533	5	440944	10.12
704	HC/LI	GBD	MU-S	141N311007000011	THOMAS HOME CORPORATION	PENSACOLA BLVD & CHEMSTRAND	CANTONMENT	32533	5	467077	10.72
705	HC/LI	GBD	MU-S	031N314203000005	CROSS & CROWN BAPTIST CHURCH INC	747 NEAL RD	CANTONMENT	32533	5	482611	11.08
706	HC/LI	GID	MU-S	211N301301000001	HENRY THOMAS A	3040 S HIGHWAY 95-A	CANTONMENT	32533	5	512963	11.78
707	HC/LI	GID	MU-S	352N311401000000	ARNETTS GRADING & LANDSCAPING INC	2222 N HIGHWAY 95A	CANTONMENT	32533	5	543417	12.48
708	HC/LI	ID-CP	MU-S	361N313101000013	CARTER PHILIP S	3375 HIGHWAY 97 S	CANTONMENT	32533	5	550620	12.64
709	HC/LI	GBD	MU-S	141N311004001004	300 HIGHWAY 95 A SOUTH LLC	300 HIGHWAY 95-A S	CANTONMENT	32533	5	580865	13.33
710	HC/LI	GBD	MU-S	031N314200000000	ALLEN MEMORIAL	HIGHWAY 29 NORTH	CANTONMENT	32533	5	596397	13.69
711	HC/LI	C-2	MU-S	242S312101000000	BONE LINDA C	STATE HWY 298-B	PENSACOLA	32506	1	608296	13.96
712	HC/LI	GID	MU-S	262N314202000000	AMERICAN CONCRETE SUPPLY INC	2800 HIGHWAY 95-A NORTH	CANTONMENT	32533	5	624404	14.33
713	HC/LI	ID-CP	MU-S	141N311001002002	SEAWAY WAREHOUSING LLC	101 STONE BLVD	CANTONMENT	32533	5	732896	16.82
714	HC/LI	GBD	MU-S	021N313301000002	COTTAGE HILL ASSEMBLY OF GOD INC	1173 HIGHWAY 95-A NORTH	CANTONMENT	32533	5	876253	20.12
715	HC/LI	GID	MU-S	352N312100000000	PENSACOLA ENGINEERING INC	15 E QUINTETTE RD	CANTONMENT	32533	5	1031186	23.67
716	HC/LI	GID	MU-S	262N314203000003	SOUTHEASTERN PIPE & PRECAST INC	2900 HIGHWAY 95A	CANTONMENT	32533	5	1247310	28.63
717	HC/LI	C-2	MU-S	152S311000000000	COASTAL PLAINS INSTITUTE INC	OFF CROWN POINTE BLVD	PENSACOLA	32506	1	2322383	53.31
718	HC/LI	C-2	MU-S	222S311101000000	REGAN OUIDA BAGGETT LTD PARTNERSHIP 1/2 INT &	FAIRFIELD DR	PENSACOLA	32506	1	3096900	71.10
719	HC/LI	GID	MU-S	352N312101000000	DOWNS CYNTHIA SUE E 1/4 INT	PALAFOX HWY	CANTONMENT	32533	5	3233881	74.24
720	HC/LI	ID-1	MU-S	081S311301000000	NAVY FEDERAL CREDIT UNION	NINE MILE RD OFF	PENSACOLA	32526	1	3536793	81.19
	Total										**1087.50**

From:	Horace L Jones
To:	Kayla R. Meador
Subject:	FW: HC/LI & MU-S Ordinance
Date:	Monday, May 21, 2018 11:22:38 AM

From: Spiers, Sherry A. [mailto:Sherry.Spiers2@deo.myflorida.com]
Sent: Tuesday, May 01, 2018 9:14 AM
To: Horace L Jones <HLJONES@myescambia.com>
Subject: RE: HC/LI & MU-S Ordinance

Good morning, Horace:

The draft ordinance does not allow industrial uses in the Mixed Use-Suburban future land use category and therefore addresses the Department's concern with the HC/LI zoning regulations. Thank you for sharing the draft with us.

If you need anything further, please let me know.

Sherry

Sherry A. Spiers
Regional Planning Administrator, North Region
Florida Department of Economic Opportunity
Division of Community Development
Bureau of Community Planning and Growth
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Direct telephone: (850) 717-8499
Email: Sherry.Spiers2@deo.myflorida.com

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From: Horace L Jones [mailto:HLJONES@myescambia.com]
Sent: Monday, April 30, 2018 12:40 PM
To: Spiers, Sherry A. <Sherry.Spiers2@deo.myflorida.com>
Subject: FW: HC/LI & MU-S Ordinance

Good Afternoon,

Hope all is well with you. Here is a copy of the Final Draft Remedial Ordinance as discussed. We will be having the public hearing with the Planning Board tomorrow May 1st2018. Please let me know of any additional concerns or issues that you may want to discuss.

If there are no issues, could a response be given accordingly if possible.

Again, thanks!!

Horace Jones
Department Director
Development Services Department
33363 West Park Place, *Pensacola, FL*
850-595-3625 or 554-8210
hljones@myescambia.com

From: Allyson Cain
Sent: Monday, April 30, 2018 11:30 AM
To: Horace L Jones <HLJONES@myescambia.com>
Subject: HC/LI & MU-S Ordinance

Attached is the recommendation and the Ordinance

Allyson Cain, Urban Planner II
Development Services
Planning & Zoning
850-595-3547

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STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

Jacqueline A. Rogers,

Petitioner,

v. DEO Case No.: 18-003

Escambia County,

Respondent.
_____/

DETERMINATION OF CONSISTENCY
OF LAND DEVELOPMENT REGULATION

Preliminary Statement

On January 16, 2018, Jacqueline Rogers ("Petitioner"), petitioned the Florida Department of Economic Opportunity ("Department") pursuant to section 163.3213, Florida Statutes[1], to contest an ordinance adopted by Escambia County[2], which she alleges is inconsistent with the Escambia County Comprehensive Plan ("Plan"). Thereafter, the Department conducted an investigation as directed by section 163.3213(4), Florida Statues, including an informal hearing by conference call at which both the Petitioner and the Respondent, Escambia County ("County"), presented oral testimony. The parties also submitted post-hearing arguments and evidence. Based on its investigation, the Department makes the following determination:

[1] References to the Florida Statutes are to the 2017 version of the statutes unless otherwise noted.
[2] In her petition filed with the Department, Rogers identifies herself as the "Representative Neighbor/Co-Petitioner" and attaches copies of petitions which appear to have been filed with the County by other individuals asking it to revoke Ordinance 2017-65. However, the petition received by the Department bears only Rogers' signature and no documentation or other evidence was submitted to demonstrate any of the petitioners before the County joined her appeal to the Department or otherwise asked Rogers to represent them in this matter.

ISSUE

Whether Escambia County Ordinance No. 2017-65 ("Ordinance") is consistent with the County's Plan.

FINDINGS OF FACT

1. On November 30, 2017, the County adopted the Ordinance.

2. On December 13, 2017, Petitioner filed a petition with the County requesting it revoke the Ordinance on the grounds it is inconsistent with the Plan and does not implement the character of the present Mixed-Use Suburban Future Land Use.

3. The County took no action on the petition and after 30-days without a response, Petitioner timely filed the instant Petition with the Department. § 163.3213(3), Fla. Stat.

Consistency of the County's Land Development Regulation

4. A Land Development Regulation (LDR) is defined in section 163.3213(2)(b), Florida Statutes, as:

> …an ordinance enacted by a local governing body for the regulation of any aspect of development, including a subdivision, building construction, landscaping, tree protection, or sign regulation or any other regulation concerning the development of land. This term shall include a general zoning code, but shall not include a zoning map, an action which results in zoning or rezoning of land, or any building construction standard adopted pursuant to and in compliance with the provisions of chapter 553.

5. Comprehensive plans are implemented, in part, by the adoption and enforcement of appropriate LDRs. § 163.3201, Fla. Stat. All LDRs must be consistent with the local comprehensive plan. § 163.3194(1)(b), Fla. Stat. A LDR is consistent "if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the

comprehensive plan and if it meets all other criteria enumerated by the local government." § 163.3194(3)(a), Fla. Stat.

6. The Ordinance at issue was enacted to amend Part III of the County's Land Development Code (LDC) to address consistency of parcels zoned Heavy Commercial and Light Industrial ("HC/LI"), with the Mixed-Use Suburban ("MU-S") Future Land Use Category. The preamble to the Ordinance indicates a previous consolidation of zoning districts implemented on April 16, 2015, "did not eliminate all occurrences of zoning districts that appear to allow uses, density, or other intensities of use not authorized by the prevailing purposes and associated provisions of applicable future land use categories." The Escambia County Board of County Commissioners ("Board") found that "there are occurrences of HC/LI zoning within the MU-S future land use category" and "it is in the best interests of the health, safety, and welfare of the public to address any inconsistency created by HC/LI zoning within the MU-S future land use category."

7. The Ordinance provides, in part:

> If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned General Commerce District (C-2), Gateway Business District (GBD), Gateway Industrial District (GID), Industrial District (ID-1), or Industrial District Commerce Park (ID-CP) as of April 15, 2015, **its permitted uses are limited to the permitted uses of the Commercial (COM) zoning district** as prescribed in [Section 3-2.10].
>
> (emphasis added.)

8. The Commercial zoning district permits certain industrial uses such as printing, binding, lithography, publishing, and wholesale warehousing with gross floor area of 10,000 square feet or less per lot. *See* LDC Section 3-2.10(b)(6).

9. Aside from the above-described parcels, the remainder of the parcels within the HC/LI zoning district are limited to the permitted uses set forth in LDC Section 3-2.11(b). *See*

LDC Section 3-2.11(b) ("Therefore, for any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD,GID,ID-1, or ID-CP as of April 15, 2015, and for any other parcel otherwise zoned HC/LI, the permitted uses are limited to the following...") The Ordinance provides, in LDC Section 3-2.11(b)(6) for the following permitted uses:

> **Industrial and related.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.
>
> a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.
>
> b. Marinas, industrial, not allowed within MU-S.
>
> c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning, not allowed within MU-S.

Future Land Use Element Objective 1.3, Future Land Use Map Designations

10. The County's Plan includes Future Land Use Policy 1.3.1 which provides for a MU-S Future Land Use Category with the following parameters:

> General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.
>
> **Range of Allowable Uses: Residential, retail services, professional office, recreational facilities, public and civic.**
>
> Standards:
> Residential Minimum Density: 2 du/acre
> Maximum Density: 25 du/acre
> Non-Residential Minimum Intensity: None
> Maximum Intensity: 1.0 Floor Area Ratio (FAR)
>
> Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:
>
> a) Residential 8% to 25%

b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

(emphasis added).

11. Prior to the adoption of the Ordinance, the HC/LI zoning district was not identified as allowable within the MU-S Future Land Use Category (FLU). *See* Ordinance, Sec. 3-1.3(h). Specifically, HC/LI was not permitted in the MU-S FLU because it was identified as a "zoning inconsistency with the FLU, primarily for the reason noted." *Id.* The uses permitted by the HC/LI zoning district was the reason noted for the inconsistency with the MU-S FLU. *Id.*

ANALYSIS

12. The first issue to be determined is whether Petitioner is a person substantially affected, pursuant to Chapter 120, Florida Statutes, entitled to challenge the County's enactment of the Ordinance. A "substantially affected person" may challenge an LDR on the basis that it is inconsistent with the local comprehensive plan. § 163.3213(3), Fla. Stat. A substantially affected person is one who demonstrates an injury or immediate threat of injury from the operation of the challenged action, and that his substantial injury is of the type and nature which the proceeding is designed to protect. *Agrico Chem. Co. v. Dept. of Env. Reg.*, 406 So. 2d 478 (Fla. 2d DCA 1981).

13. As determined during the Department's investigation, Petitioner lives in proximity to parcels of land impacted by the Ordinance. As such, Petitioner will be subject to an increase in noise and traffic resulting from the Ordinance. Further, the County did not challenge Petitioner's

standing to contest the Ordinance. Accordingly, the Department concludes Petitioner is a substantially affected person pursuant to Chapter 120, Florida Statutes, entitled to maintain this action. *See also*, § 163.3213(1) and (2), Fla. Stat.

14. Turning now to the underlying issue, section 163.3213(5), Florida Statutes, provides, "the adoption of a land development regulation by a local government is legislative in nature and shall not be found to be inconsistent with the local plan if it is fairly debatable that it is consistent with the plan." The Florida Supreme Court has held that the fairly debatable standard of review requires "approval of a planning action if reasonable persons could differ as to its propriety." *Martin Cnty v. Yusem,* 690 So. 2d 1288, 1295 (Fla. 1997). Accordingly, if it is fairly debatable that the LDR is consistent with the County's Plan, the Department must conclude that the LDR is consistent with the Plan.

15. Petitioner makes several arguments as to why the Ordinance is inconsistent with the County's Plan. First, Petitioner points to the Plan's terms "Suburban area" and "Urban area" and argues that the MU-S FLU is required to be predominantly low-density residential in character. *See* Plan, Section 3.04, Definitions. The Plan, however, does not define the terms "suburban" and "urban" in terms of density or intensity, and there is no required mix of uses within the MU-S FLU. Therefore, the defined terms "suburban" and "urban" do not form the basis for finding the Ordinance inconsistent with the Plan.

16. Next, Petitioner asserts that the purpose of the HC/LI zoning district does not describe a district with a suburban character. The Plan, however, designates the MU-S FLU as "intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses." It controls the intensity of those uses through a floor area ratio standard which is incorporated into the Ordinance. The express

purpose of the MU-S FLU is to serve as a mixed-use area. While other zoning districts further the residential character of the MU-S FLU, it is fairly debatable that the HC/LI district, as amended by the Ordinance, furthers the non-residential use objectives in the Plan. The County submitted documents indicating that the HC/LI zoning district constitutes approximately 1.92 percent of the land area within the MU-S FLU. Accordingly, it is fairly debatable that the HC/LI zoning district will not alter the character of the MU-S FLU as mixed-use suburban.

17. Petitioner also argues that the Board acknowledged existing remedies within the LDC for parcel owners seeking to claim vested rights, but the Board inconsistently allowed owners of larger lots to skip the existing processes. The County is not legally prohibited from amending the HC/LI zoning category to address an inconsistency with the Plan merely because other remedies exist. Moreover, this argument is irrelevant to the Department's determination of whether the Ordinance is consistent with the County's Plan and is not a basis to find the Ordinance not consistent with the Plan. *See* § 163.3213, Fla. Stat.

18. The Petitioner argues that the Commercial zoning district is inconsistent with the MU-S FLU. The Commercial zoning district, however, was added as a permissible zoning district within the MU-S FLU by the Board on December 10, 2015. "If a land development regulation is not challenged within 12 months, it shall be deemed to be consistent with the adopted local plan." § 163.3213(6), Fla. Stat. Accordingly, to the extent the Petitioner claims the Commercial zoning district is not consistent with the Plan, this allegation is untimely for the purposes of a petition brought pursuant to section 163.3213, Florida Statutes.

19. The challenged Ordinance, however, incorporates uses permitted under the Commercial zoning district into the permitted uses for certain properties zoned HC/LI. *See* Finding of Fact No. 7 above. The Commercial zoning district permits certain industrial uses such as

printing, binding, lithography, publishing, and wholesale warehousing with gross floor area of 10,000 square feet or less per lot. *See* LDC Section 3-2.10(b)(6).

20. Aside from the above-described parcels, the remainder of the parcels within the HC/LI zoning district are limited to the permitted uses set forth in LDC Section 3-2.11(b), which also permits industrial uses. The Plan does not include industrial uses within the range of allowable uses within the MU-S FLU. It is beyond fair debate that the industrial uses permitted by the Ordinance are not consistent with the Plan. To the extent the Ordinance incorporates the industrial uses set forth in the Commercial zoning district into the permitted uses for certain HC/LI zoned property and allows industrial uses under LDC Section 3-2.11(b)6. in the Ordinance, it is not consistent with the MU-S FLU of the Plan.

21. The MU-S FLU does not identify industrial uses within the range of allowable uses. "Courts construe a plan's silence as to a particular land use as indicative of planners' intent not to authorize that particular use." *Bay Cnty. v. Harrison*, 13 So. 3d 115, 118 (Fla. 1st DCA 2009); *see also Dixon v. City of Jacksonville*, 774 So. 2d 763, 766 (Fla. 1st DCA 2000). In addition, the Plan expressly identifies "light industrial" within the range of allowable uses for the Mixed-Use Urban, Commercial, and Industrial FLU categories. The County's Plan expressly identifies "light industrial" within the range of allowable uses for certain FLU categories but did not identify "light industrial" as a use allowed within the MU-S FLU. It is beyond fair debate that "light industrial" uses or industrial uses as set forth in the LDC are not allowed within the MU-S FLU. Accordingly, to the extent the Ordinance allows light industrial uses within the MU-S FLU, the Ordinance is not consistent with the Plan.

22. The Petitioner raises in Petition Paragraph 6 a claim that wording included in LDC Section 3-2.11(e), Location Criteria, in the Ordinance was not present in the draft ordinance

prepared by the Planning Board and was added after the Planning Board meeting. The Petitioner's claim is not relevant to the determination of whether the Ordinance is consistent with the Plan. Therefore, Petitioner's Paragraph 6 does not form the basis of a finding that the Ordinance is not consistent with the Plan.

23. Another argument by Petitioner is that the language contained in LDC Section 3-2.11(f) implies the County acknowledges inconsistency between the HC/LI zoning district and the MU-S FLU category. It is at least fairly debatable that the County's determination to limit future parcels within the MU-S FLU from rezoning to HC/LI is consistent with the Plan. Therefore, the allegations raised in Paragraph 7 do not form the basis for finding the Ordinance not consistent with the Plan.

24. Petitioner further claims that the nature of the MU-S FLU category is appropriately suburban to keep urban uses separated from the predominantly low-density residential development. This argument, however, does not lead to a conclusion that the HC/LI zoning district is inconsistent with the MU-S FLU simply because it permits development other than residential. The MU-S FLU expressly identifies residential and non-residential allowable uses and, accordingly, it is not inconsistent with the Plan for the HC/LI zoning district to permit certain non-residential uses within the MU-S FLU other than those "light industrial" uses described above.

25. Similarly, Petitioner asserts that the Mixed-Use Urban FLU is more appropriate for the mix of urban and suburban uses permitted by the HC/LI zoning district. This claim, however, is not relevant to the determination of whether the HC/LI zoning district is consistent with the MU-S FLU category. The determination of which zoning districts are appropriate for the various FLU categories is a legislative determination made by the County that, as it relates to the MU-S FLU, is at least fairly debatable. The Department's investigation does not demonstrate otherwise. The

HC/LI zoning district permits a range of permitted uses which, except for "light industrial" uses, are consistent with the range of allowable uses set forth in the MU-S FLU category within the Plan and does not form the basis for finding the Ordinance not consistent with the Plan.

26. Petitioner raises several arguments that are immaterial to the Department's consideration in this matter. Specifically, the Department's review under section 163.3213, Florida Statutes, is restricted to the contested Ordinance and the Plan. Therefore, Petitioner's assertions regarding prior action by the County and her argument that a parcel owner's attorney was involved in drafting the Ordinance language fall outside the LDR that is subject to this challenge.

27. Finally, Petitioner contends that permitting heavy commercial development is incompatible and inconsistent with the MU-S FLU and would negatively impact traffic, noise, and result in other adverse effects. The Plan, however, does identify commercial uses, specifically retail sales and service and professional office uses, within the range of allowable uses for the MU-S FLU category and does not distinguish between heavy and light commercial uses. These are LDC characterizations. Accordingly, to the extent it permits commercial uses within the MU-S FLU category, the Ordinance is consistent with the Plan.

CONCLUSION

Based on the foregoing, the Department determines that:

1) To the extent Escambia County Ordinance No. 2017-65 permits "light industrial" uses within the MU-S Future Land Use Category, the Ordinance is not consistent with the Escambia County Comprehensive Plan.

2) Escambia County Ordinance No. 2017-65 is otherwise consistent with the Escambia County Comprehensive Plan.

Pursuant to section 163.3213(5)(b), Florida Statutes, the Department refers this matter to the Division of Administrative Hearings and requests it be assigned to an Administrative Law Judge for hearing regarding the inconsistencies determined above.

Dated this 3rd day of ~~March~~ April, 2018.

Julie A. Dennis, Director
Division of Community Development
Department of Economic Opportunity

NOTICE OF RIGHTS

PURSUANT TO SECTION 163.3213(5)(a), FLA. STAT., ANY SUBSTANTIALLY AFFECTED PERSON WHO FILED THE PETITION WITH THE LOCAL GOVERNMENT AND THE DEPARTMENT MAY, WITHIN 21 DAYS FROM THE DATE OF THIS DETERMINATION, REQUEST A HEARING FROM THE DIVISION OF ADMINISTRATIVE HEARINGS REGARDING THE DEPARTMENT'S DETERMINATION THAT THE REGULATION IS CONSISTENT WITH THE LOCAL COMPREHENSIVE PLAN. REQUESTS SHOULD BE SENT TO THE DIVISION OF ADMINISTRATIVE HEARINGS, THE DESOTO BUILDING, 1230 APALACHEE PARKWAY, TALLAHASSEE FLORIDA 32399-3060.

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that the original of the foregoing has been filed with the undersigned Agency Clerk for the Department of Economic Opportunity, and that true and correct copies have been furnished to the persons listed below in the manner described on this 3rd day of ~~March~~ April, 2018.

Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U.S. Mail and electronic mail:

Jacqueline Rogers
1420 Ridge Way
Cantonment, Florida 32533
Jacquelinearogers13@gmail.com

Meredith D. Crawford, Esquire
Assistant County Attorney
Escambia County
221 Palafox Place
Suite 430
Pensacola, Florida 32502-5837
mdcrawford@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14378 **Growth Management Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/05/2018
Issue: Schedule of Public Hearings
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

August 2, 2018

5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following rezoning case to be heard by the Planning Board on July 10, 2018.

Case No.:	**Z-2018-07**
Address:	8300 Blk Klondike Road
Property Reference No.:	14-1S-31-2301-000-000; 14-1S-31-2301-001-001
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Dan Livingston, Owner

5:46 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2018-01

Summary: The applicant is requesting a Future Land Use (FLU) Map amendment to change the FLU category from AG to RC. The FLU change is proposed to change the allowed density and accommodate the development of a residential subdivision of approximately 38 dwelling units. The 210 (+/-) acres parcel is located about one and a half miles West of Hwy 29 and North of Hwy 97. The current zoning designation of the referenced parcel is Agricultural (Agr); the applicant is concurrently requesting a rezoning from Agr to Rural Residential (RR).

5:47 p.m. - A Public Hearing - McDirt Pit Permit Renewal

Summary: Recycling Facility Permit Renewal for McDirt Industries located at 5570 Bellview Avenue.

5:48 p.m. - A Public Hearing - Containers Ordinance

Summary: LDC amendment to allow alternative uses of standard industrial shipping containers.

5:49 p.m. - A Public Hearing - GAC Borrow Pit Permit Approval

Summary: Resource Extraction Permit approval for a new borrow pit owned by GAC Borrow Pit located at 107 Sigler Road.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14328 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: MOU with U.S. EPA for the Study of Aquatic Ecosystems Focusing on Water Quality within the Pensacola and Perdido Bay Systems
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding with the U.S. Environmental Protection Agency Relating to the Study of Aquatic Ecosystems Focusing on Water Quality within the Pensacola and Perdido Bay Systems - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) with the U.S. Environmental Protection Agency (U.S. EPA), National Health and Environmental Effects Research Laboratory, relating to the study of aquatic ecosystems focusing on water quality within the Pensacola and Perdido Bay systems.

BACKGROUND:

The Gulf Ecology Division of U.S. EPA Health and Environmental Effects Research Laboratory is located north of Pensacola Beach near Little Sabine Bay on Sabine Island. The Gulf Ecology Division conducts innovative research and modeling to assess and forecast future risk to ecological integrity from pollutants and other stressors, to develop tools and criteria for supporting resilient watersheds and water resources, to predict the adverse outcomes of chemicals at molecular though population scales, and to link environmental condition to the health and well-being of people and society. The U.S. EPA is interested in developing and evaluating tools to assist in managing watersheds to protect aquatic ecosystems. The County has undertaken efforts to improve water quality of many local urbanized watersheds, including upgrading stormwater systems, preserving natural areas, and constructing wetlands. The efforts undertaken locally to improve water quality provide a unique setting for understanding factors

that preserve aquatic ecosystems in urbanizing areas. This MOU will foster collaboration between the U.S. EPA and Escambia County on the study of aquatic ecosystems focusing on, but not limited to, water quality within the Pensacola and Perdido Bay Systems. The agencies plan to monitor water quality parameters throughout the bay systems, with particular interest in monitoring nutrients in urbanized systems such as the Bayou Chico and Bayou Texar watersheds. Through this MOU, the parties will share relevant information and data, discuss problems that affect local environmental conditions, and investigate ways to improve and maintain the natural resources that are vital to the economy of the county and the well-being of its population.

BUDGETARY IMPACT:

No budgetary impact associated with this recommendation and does not obligate any county expenditures.

LEGAL CONSIDERATIONS/SIGN-OFF:

The MOU was approved as to form and legal sufficiency by Kristin Hual, Senior Assistant County Attorney, on June 14, 2018.

PERSONNEL:

Department of Natural Resources personnel will have the opportunity under this MOU to participate with U.S. EPA personnel to conduct water quality related fieldwork on projects supporting shared interests.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

An original document executed by U.S. EPA National Health and Environmental Effects Research Laboratory has been provided for consideration. The Department of Natural Resources Management (NRM) will ensure the fully executed original is provided to the Clerk's Office for the record, and one certified copy is provided to U.S. EPA. Implementation of this MOU will be coordinated through NRM.

Attachments

MOU USEPA AquaticEcosystems PNS Perdido Bay Systems

MEMORANDUM OF UNDERSTANDING ON THE STUDY OF AQUATIC ECOSYSTEMS FOCUSING ON WATER QUALITY WITHIN THE PENSACOLA AND PERDIDO BAY SYSTEMS BETWEEN THE U.S. ENVIRONMENTAL PROTECTION AGENCY NATIONAL HEALTH AND ENVIRONMENTAL EFFECTS RESEARCH LABORATORY AND ESCAMBIA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

I. PURPOSE/OBJECTIVES/GOALS

A. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to foster collaboration between the U.S. Environmental Protection Agency (EPA) National Health and Environmental Effects Research Laboratory's Gulf Ecology Division (GED) and Escambia County, Florida, by and through its Department of Natural Resources Management (hereinafter referred to as "County").

B. OBJECTIVES

The primary objective of this collaboration shall be the study of aquatic ecosystems focusing on, but not limited to, water quality within the Pensacola and Perdido Bay systems. The EPA and the County share common interests in protecting water quality. The agencies plan to monitor water quality parameters throughout the bay systems, with particular interest in monitoring nutrients in urbanized systems such as the Bayou Chico and Bayou Texar watersheds. Through this Memorandum of Understanding, the two parties will share relevant information and data, discuss problems that affect local environmental conditions, and investigate ways to improve and maintain the natural resources that are vital to the economy of the county and the well-being of its population.

C. GOALS

The goal of this collaboration is to make EPA Gulf Ecology Division expertise available to the county in carrying out its mandates for environmental protection and restoration. At the same time, the EPA will benefit from understanding the needs of local governmental environmental departments to help address those needs on a national level.

II. BACKGROUND

The EPA is interested in developing and evaluating tools to assist in managing watersheds to protect aquatic ecosystems. GED conducts aquatic research under the EPA Office of Research and Development (ORD) Safe and Sustainable Research Program. The County has undertaken efforts to improve the water quality of many local urbanized watersheds, including upgrading stormwater systems, preserving natural areas, replacing septic systems, and constructing wetlands. The efforts undertaken locally to improve water quality provides a unique setting for understanding factors that preserve aquatic ecosystems in urbanizing areas.

III. AUTHORITIES

EPA enters into this MOU pursuant to Section 104 of the Clean Water Act, 33 U.S.C. § 1254.

IV. ROLES AND RESPONSIBILITIES

A. The County's Department of Natural Resources Management agrees to invite EPA personnel to participate in its water quality monitoring field work and to share water quality monitoring data.

B. EPA agrees to participate in the County's field monitoring work, invite County personnel to participate in EPA-initiated field trips, to share water quality monitoring and experimental data, and to offer its unique research capabilities when possible.

C. The parties agree to work collaboratively to develop improved understandings of factors controlling aquatic ecosystem sustainability and jointly prepare scientific journal articles detailing their findings.

V. LIMITATIONS

A. All commitments made in this MOU are subject to the availability of appropriated funds and each party's budget priorities. Nothing in this MOU, in and of itself, obligates the County or the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation. The County agrees not to submit a claim for compensation to EPA or any other federal agency for activities it undertakes in carrying out this MOU. Similarly, the EPA agrees not to submit a claim for compensation or reimbursement to the County for activities undertaken pursuant to this MOU.

B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both parties.

C. Except as provided in Section V. paragraphs (A) and (B) and Section VII concerning Intellectual Property, this MOU is not legally binding and does not create any right or benefit, substantive or procedural, enforceable by law or equity against the County or the EPA, their officers or employees, or any other person.

D. The Parties agree that use of EPA/ORD research and test facilities, and the presence of outside users at the EPA/ORD facilities by non-government entities or individuals, will be properly documented and approved in a separate Outside User's Agreement if the use is appropriate and in

the public interest. Similarly, The Parties agree that use of the Escambia County Water Quality Laboratory will be properly documented and approved in a separate Outside User's Agreement if the use is appropriate and in the public interest.

E. The County may make factual statements to the public which describe its cooperation with EPA. However, nothing in this MOU constitutes an endorsement by either party of the other, including any products or services. The County agrees not to make statements to the public in news releases, product brochures, on websites or in any media that imply EPA endorsement of the County's Department of Natural Resources Management.

VI. PROPRIETARY INFORMATION

To carry out the joint work resulting from this MOU, the County may need to disclose proprietary information to the EPA. For this MOU, "proprietary information" is defined as information that an affected business claims to be confidential and is not otherwise available to the public. The County agrees to clearly and plainly mark as "PBI" or "PROPRIETARY" any written information it submits to the EPA under this agreement that the County wishes to be treated as information claimed as PBI in accordance with the terms of this Agreement in a manner consistent with 40 C.F.R. §2.203; and to clearly memorialize in writing, within a reasonable time, any proprietary information initially disclosed orally. The EPA agrees not to disclose, copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity information designated as proprietary or confidential information without the consent of the County except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), and EPA's regulations at 40 C.F.R. Part 2, or as otherwise authorized by law.

VII. INTELLECTUAL PROPERTY

The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by the County. The County hereby grants to the government a royalty-free, non-exclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the work(s) publicly, or to authorize others to do the same on its behalf.

The parties agree that any patented invention created by the County pursuant to the terms of this MOU will be jointly owned by the parties regardless of inventorship unless an alternative agreement indicates otherwise.

VIII. POINTS OF CONTACT

The following individuals are designated points of contact for the MOU:

U.S. Environmental Protection Agency:

Richard Devereux or Successor
Gulf Ecology Division, NHEERL
U.S. Environmental Protection Agency
1 Sabine Island Drive

Gulf Breeze, FL 32561
Phone: (850) 934-9346
devereux.richard@epa.gov

Escambia County Department of Natural Resources Management:

J. Taylor Kirschenfeld or Successor
Escambia County Florida
Department of Natural Resources Management
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-1630
jtkrrsche@myescambia.com

IX. TERM/MODIFICATION /TERMINATION

This MOU will be effective upon the date last executed by the parties and continue for a term of five (5) years unless earlier terminated by either party. This MOU may be amended at any time by the mutual written consent of the parties.

The parties reserve the right at any time during the term, and for any reason whatsoever in their sole discretion, to terminate this MOU. Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination of convenience shall be effective thirty (30) days following the date of the receipt of such notice. In no event shall a termination for convenience be deemed a default under this MOU, and a termination for convenience shall not subject either party to any penalty, claim for damages, liquidated damages, or any other claim of any type.

X. PUBLIC RECORDS

The parties acknowledge that this MOU and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the EPA fails to abide by the provisions referenced in this paragraph, the County may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period the EPA still fails to allow access to such documents, terminate this MOU.

XI. LIABILITY

To the extent permitted by law, and subject to any claim of sovereign immunity, the parties understand and agree that each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents while said employees and agents are acting within the scope of their employment in the performance of this MOU.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

U.S. Environmental Protection Agency
National Health and Environmental Effects Research Laboratory

V. K. Holt

V. Kay Holt, Deputy Director
E-Mail: holt.kay@epa.gov

(Date) – not provided 6/14/18

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By:_____

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved:_____

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/14/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14374 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Escambia County Title VI Nondiscrimination Program Policy and Plan - Revised Policy
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Title VI Nondiscrimination Program Policy and Plan (Revised Policy) - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the Escambia County Title VI Nondiscrimination Program Policy, Section II, Part C. 36:

A. Amend the Escambia County Title VI Nondiscrimination Program Policy, Section II, Part C.36, and file accordingly; and

B. Approve and authorize the County Administrator to sign the Title VI/Nondiscrimination Assurance which states that Escambia County is in compliance with the Title VI Nondiscrimination Program Policy and Plan.

BACKGROUND:

Escambia County values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the county provides the highest quality of life for all residents by delivering fiscally-sound, responsive services in a manner that is equitable, professional and has the highest degree of integrity. Thus, the county does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and related federal laws and regulations, the county will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status. Presidential Executive Order 13166 addresses services for those individuals with limited English proficiency (LEP). To address the federal requirements, the Escambia County Board of County Commissioners (BOCC) has

developed a Title VI Plan, ADA/504 Plan, and Limited English Proficiency Plan.

In addition to the need to adopt and institute a Title VI Policy, the Florida Department of Transportation (FDOT) has requested that all LAP-certified agencies submit to the state each agency's adopted policy(s) for proper filing along with the signed Title VI Nondiscrimination Assurance, which is valid for three years. In order to continue to receive federal aid for capital improvement or infrastructure projects, each LAP-certified agency must have an adopted policy.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Title VI Nondiscrimination Program Policy and Plan and the Title VI Nondiscrimination Assurance form.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County Administration will coordinate with the appropriate staff for proper implementation. Upon approval, Transportation & Traffic Operations staff will provide FDOT with a copy of the adopted policy.

Attachments

Policy with Changes
Final Policy
Title VI NonDiscrimination Assurance

Board of County Commissioners
Escambia County, Florida

Title:	Title VI Nondiscrimination Program Policy and Plan – Section II, Part C.36
Date Adopted:	September 24, 2015
Effective Date:	~~September 24, 2015~~July 5, 2018
Reference:	
Policy Amended:	July 5, 2018

Title VI Policy Statement:

Escambia County values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the County provides the highest quality of life for all residents by delivering fiscally-sound, responsive services in a manner that is equitable, professional and has the highest degree of integrity. Thus, the County does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and related federal laws and regulations, the County will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status. Presidential Executive Order 13166 addresses services for those individuals with limited English proficiency (LEP). To address the federal requirements, the Escambia County Board of County Commissioners (BOCC) has developed a Title VI Plan, ADA/504 Plan, and Limited English Proficiency Plan. The following provisions provide a summary of the procedures related to those requirements.

Title VI Complaint Procedure:

Title VI Coordinator

The County has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination based on race, color, national origin, sex, age, disability, religion, income or family status in any of the County's programs, services or activities may file a complaint with the County's designated Title VI Coordinator.

The Title VI Coordinator shall be the County Administrator or designee:

Jack R. Brown
County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
jrbrown@co.escambia.fl.us
850.595.4947

The responsibility for carrying out the County's commitment to this program has been delegated to the Title VI Coordinator who will receive and investigate Title VI complaints,

which come through the complaint procedure. However, all managers, supervisors and employees share in the responsibility for making the County's Title VI Program a success.

Submitting a Complaint

Any individual who feels they have been discriminated against in any federally assisted program or service provided by Escambia County, under the provisions of Title VI of the 1964 Civil Rights Act, shall submit a complaint with the County's designated Title VI Nondiscrimination Coordinator. If possible, the complaint should be submitted in writing within sixty (60) days of the incident with the following information:

Complainant's name, address, and telephone number.

Complainant's signature.

If filing on behalf of another person, include your name, address, telephone number, and your relation to the complainant.

The name and address of the County agency, division, or department you believe committed a violation.

Include the basis for your complaint with a description of the alleged discriminatory act and date of occurrence.

If the complainant is unable to submit a written complaint, the complainant should contact the Title VI Coordinator for further assistance.

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. The Title VI Coordinator will review every complaint, and when necessary, begin the investigation process. At a minimum the investigation will:

- Identify and review all relevant documents, practices and procedures;
- Identify and interview persons with knowledge of the Title VI violation, i.e., the person making the complaint; witnesses or anyone identified by the Complainant; anyone who may have been subject to similar activity, or anyone with relevant information.

Upon completion of the investigation, the Title VI Coordinator will complete a final report. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The Complainant will also receive a final report together with any remedial steps. The investigation process and final report should take no longer than forty-five (45) business days.

Should the County be unable to satisfactorily resolve the complaint, the County will forward the complaint, along with a record of its disposition to the appropriate District of the Florida Department of Transportation (FDOT).

If the Complainant is unable or unwilling to submit a complaint to the County or if the Complainant wishes to appeal the County's decision, the Complainant may contact the FDOT, and the FDOT will forward the complaint to the appropriate state or federal agency.

Florida Department of Transportation
Equal Opportunity Office
Attn: Title VI Complaint Processing
605 Suwannee Street MS 65
Tallahassee, FL 32399

ADA/504 Statement:

Section 504 of the Rehabilitation Act of 1973 (Section 504), of the Americans with Disabilities Act of the 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in County programs, services and activities.

The County will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities.

The County encourages the public to report any facilities, programs, services or activities that appear inaccessible to the disabled. Furthermore, the County will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services and activities.

Questions, concerns, comments or requests for accommodation should be made to the County's ADA Contact:

The County's ADA contact shall be the Director of the Department of Human Resources or designee.

Eric A Kleinert, Director~~Thomas G. Turner~~
Department of Human Resources
221 Palafox Place
Pensacola, Florida 32502
EAkleinerttgturner@myescambia,com~~co.escambia.fl.us~~
850.595.1637

~~Language Assistance Plan for persons with L~~Limited English Pproficiency (LEP) Guidance:

Title VI of the Civil Rights Act of 1964, Executive Order 13166, and various directives from the US Department of Justice (DOJ) and US Department of Transportation (DOT) require federal aid recipients to take reasonable steps to ensure meaningful access to programs, services, and activities by those who do not speak English proficiently. To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

1. *The number or proportion of LEP persons eligible to be served or likely to be encountered by the County's programs, services or activities.*

   According to the US Census Bureau's most recent American Community Survey data (Category S1601, Language Spoken at Home), approximately 92.1% of the total population age five or older in Escambia County speak only English and 7.9% of the population spoke a language other than English within their households. Spanish or Spanish Creole languages comprised the largest non-English speaking group. The most prevalent other languages that were identified in the County included Indo-European languages, Asian/Pacific Island languages, and other languages.

   Of the total population in Escambia County, approximately 97.3% speak English *"very well,"* while the remaining 2.7% were categorized as LEP persons who speak English *less than "very well."* Even considering the margin of error, the available data indicated that the most prevalent LEP language group, Spanish and Spanish Creole, represented less than 1.5% of the total population in Escambia County. Given this information, the County has concluded that a relatively small percentage of LEP persons are likely to encounter the County's programs, services or activities.

2. *The frequency with which LEP individuals come in contact with these programs, services or activities.*

   Escambia County has not received any requests for translation or interpretation of its programs, services or activities into any other language. The County shall continue to assess the frequency with which staff may contact or have contact with LEP persons.

3. *The nature and importance of the program, service or activity to people's lives.*

   Escambia County believes that transportation is of critical importance to its public, as access to health care, emergency services, employment, and other essentials would be difficult or impossible without reliable transportation systems. The County defines this Plan as an essential document to meet its obligation to provide services to LEP persons.

4. *The resources available to the County and the likely costs of the LEP services.*

   Within the previously stated small percentage of LEP persons in Escambia County, cost effective solutions are continually being researched to ensure appropriate costs align with the services needed. The County's concentration has been to provide interpreters and translated materials where appropriate. If public outreach activities find a shift in demographics, services in this area will be expanded. ~~As with other businesses, costs/resources are a concern. With the previously stated small percentage of LEP persons in Escambia~~

~~County, cost effective solutions are continually being researched to ensure appropriate costs align with the services needed.~~

~~**Type of Language** – The Department of Transportation guidance calls for Safe Harbor provisions. Included in these provisions is the requirement that written translations of vital documents must be completed for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. As stated earlier, the percentage of LEP individuals in the relevant area is very low. As a result, the County's concentration has been to provide interpreters and translated materials where appropriate. If public outreach activities find a shift in demographics, services in this area will also expand.~~

- ~~**Training Staff** –~~Within Escambia County there are a number of institutions of higher education and military facilities, some of which have extensive language services. Escambia County will work to continue to develop relationships with these organizations through our current public relations activities. Escambia County will notify all employees of foreign language classes that may be offered by these organizations to assist in our efforts to reach out to our community.

The analysis of the four factors as stated earlier suggests that extensive LEP services are not required at this time. Nevertheless, Escambia County believes that occasional foreign language assistance may be necessary for meaningful access by members of the public. Thus, the Escambia County will:

- Maintain a list of employees who competently speak foreign languages and who are willing to provide translation and/or interpretation services;
- Distribute this list to staff who regularly have contact with the public;
- Find and use as much foreign language information, booklets, and pamphlets as possible for our employees to better communicate;
- Continue to provide public relations activities.

Escambia County understands that its community profile is changing and that the four factor analysis may reveal the need for more LEP services in the future. As such, Escambia County will continue to assess the size and needs of Escambia County's LEP population and amend the plan as needed.

Persons requiring special language assistance services should contact the County's Title VI Nondiscrimination Coordinator.

Public Involvement:

In order to plan for efficient, effective, safe, equitable and reliable transportation systems, the County must have public input. The County spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. Any person may attend meetings of the Board of County Commissioners and speak during the public forum portion of the agenda. Further, the

County holds a number of meetings, workshops, and other events designed to gather public input on project planning and construction.

Persons wishing to request special presentations by the County; volunteer in any activities, or offer suggestions for improvement of County public involvement may contact the County's Title VI Nondiscrimination Coordinator.

Data Collection:

FHWA regulations require federal-aid recipients to collect racial, ethnic and other similar demographic data on beneficiaries of or those affected by transportation programs, services and activities. The County accomplishes this through the use of census data, American Community Survey reports, and other methods. From time to time, the County may find it necessary to request voluntary identification of racial, ethnic or other data from those who participate in public involvement events. This information assists the County with improving targeted outreach and measures effectiveness. Self identification of personal data to the County will always be voluntary and anonymous. Moreover, the County will not release or otherwise use this data in any manner inconsistent with federal regulations.

Assurances:

Every three years the County must certify to FHWA and FDOT that its programs, services and activities are being conducted in a nondiscriminatory manner and document the County's commitment to nondiscrimination and equitable service to its community. The public may view the assurances on the County's website or by visiting the County's offices.

Board of County Commissioners
Escambia County, Florida

Title:	Title VI Nondiscrimination Program Policy and Plan – Section II, Part C.36
Date Adopted:	September 24, 2015
Effective Date:	July 5, 2018
Reference:	
Policy Amended:	July 5, 2018

Title VI Policy Statement:

Escambia County values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the County provides the highest quality of life for all residents by delivering fiscally-sound, responsive services in a manner that is equitable, professional and has the highest degree of integrity. Thus, the County does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and related federal laws and regulations, the County will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status. Presidential Executive Order 13166 addresses services for those individuals with limited English proficiency (LEP). To address the federal requirements, the Escambia County Board of County Commissioners (BOCC) has developed a Title VI Plan, ADA/504 Plan, and Limited English Proficiency Plan. The following provisions provide a summary of the procedures related to those requirements.

Title VI Complaint Procedure:

Title VI Coordinator

The County has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination based on race, color, national origin, sex, age, disability, religion, income or family status in any of the County's programs, services or activities may file a complaint with the County's designated Title VI Coordinator.

The Title VI Coordinator shall be the County Administrator or designee:

Jack R. Brown
County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
jrbrown@co.escambia.fl.us
850.595.4947

The responsibility for carrying out the County's commitment to this program has been delegated to the Title VI Coordinator who will receive and investigate Title VI complaints,

which come through the complaint procedure. However, all managers, supervisors and employees share in the responsibility for making the County's Title VI Program a success.

Submitting a Complaint

Any individual who feels they have been discriminated against in any federally assisted program or service provided by Escambia County, under the provisions of Title VI of the 1964 Civil Rights Act, shall submit a complaint with the County's designated Title VI Nondiscrimination Coordinator. If possible, the complaint should be submitted in writing within sixty (60) days of the incident with the following information:

Complainant's name, address, and telephone number.

Complainant's signature.

If filing on behalf of another person, include your name, address, telephone number, and your relation to the complainant.

The name and address of the County agency, division, or department you believe committed a violation.

Include the basis for your complaint with a description of the alleged discriminatory act and date of occurrence.

If the complainant is unable to submit a written complaint, the complainant should contact the Title VI Coordinator for further assistance.

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. The Title VI Coordinator will review every complaint, and when necessary, begin the investigation process. At a minimum the investigation will:

- Identify and review all relevant documents, practices and procedures;
- Identify and interview persons with knowledge of the Title VI violation, i.e., the person making the complaint; witnesses or anyone identified by the Complainant; anyone who may have been subject to similar activity, or anyone with relevant information.

Upon completion of the investigation, the Title VI Coordinator will complete a final report. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The Complainant will also receive a final report together with any remedial steps. The investigation process and final report should take no longer than forty-five (45) business days.

Should the County be unable to satisfactorily resolve the complaint, the County will forward the complaint, along with a record of its disposition to the appropriate District of the Florida Department of Transportation (FDOT).

If the Complainant is unable or unwilling to submit a complaint to the County or if the Complainant wishes to appeal the County's decision, the Complainant may contact the FDOT, and the FDOT will forward the complaint to the appropriate state or federal agency.

Florida Department of Transportation
Equal Opportunity Office
Attn: Title VI Complaint Processing
605 Suwannee Street MS 65
Tallahassee, FL 32399

ADA/504 Statement:

Section 504 of the Rehabilitation Act of 1973 (Section 504), of the Americans with Disabilities Act of the 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in County programs, services and activities.

The County will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities.

The County encourages the public to report any facilities, programs, services or activities that appear inaccessible to the disabled. Furthermore, the County will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services and activities.

Questions, concerns, comments or requests for accommodation should be made to the County's ADA Contact:

The County's ADA contact shall be the Director of the Department of Human Resources or designee.

Eric A Kleinert, Director
Department of Human Resources
221 Palafox Place
Pensacola, Florida 32502
eakleinert@myescambia.com
850.595.1637

Limited English Proficiency (LEP) Guidance:

Title VI of the Civil Rights Act of 1964, Executive Order 13166, and various directives from the US Department of Justice (DOJ) and US Department of Transportation (DOT) require federal aid recipients to take reasonable steps to ensure meaningful access to programs, services, and activities by those who do not speak English proficiently. To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

1. *The number or proportion of LEP persons eligible to be served or likely to be encountered by the County's programs, services or activities.*

   According to the US Census Bureau's most recent American Community Survey data (Category S1601, Language Spoken at Home), approximately 92.1% of the total population age five or older in Escambia County speak only English and 7.9% of the population spoke a language other than English within their households. Spanish or Spanish Creole languages comprised the largest non-English speaking group. The most prevalent other languages that were identified in the County included Indo-European languages, Asian/Pacific Island languages, and other languages.

   Of the total population in Escambia County, approximately 97.3% speak English *"very well,"* while the remaining 2.7% were categorized as LEP persons who speak English *less than "very well."* Even considering the margin of error, the available data indicated that the most prevalent LEP language group, Spanish and Spanish Creole, represented less than 1.5% of the total population in Escambia County. Given this information, the County has concluded that a relatively small percentage of LEP persons are likely to encounter the County's programs, services or activities.

2. *The frequency with which LEP individuals come in contact with these programs, services or activities.*

   Escambia County has not received any requests for translation or interpretation of its programs, services or activities into any other language. The County shall continue to assess the frequency with which staff may contact or have contact with LEP persons.

3. *The nature and importance of the program, service or activity to people's lives.*

   Escambia County believes that transportation is of critical importance to its public, as access to health care, emergency services, employment, and other essentials would be difficult or impossible without reliable transportation systems. The County defines this Plan as an essential document to meet its obligation to provide services to LEP persons.

4. *The resources available to the County and the likely costs of the LEP services.*

   Within the previously stated small percentage of LEP persons in Escambia County, cost effective solutions are continually being researched to ensure appropriate costs align with the services needed. The County's concentration has been to provide interpreters and translated materials where appropriate. If public outreach activities find a shift in demographics, services in this area will be expanded.

- Within Escambia County there are a number of institutions of higher education and military facilities, some of which have extensive language services. Escambia County will work to continue to develop relationships with these organizations through our current public relations activities. Escambia County will notify all employees of foreign language classes that may be offered by these organizations to assist in our efforts to reach out to our community.

The analysis of the four factors as stated earlier suggests that extensive LEP services are not required at this time. Nevertheless, Escambia County believes that occasional foreign language assistance may be necessary for meaningful access by members of the public. Thus, the Escambia County will:

- Maintain a list of employees who competently speak foreign languages and who are willing to provide translation and/or interpretation services;
- Distribute this list to staff who regularly have contact with the public;
- Find and use as much foreign language information, booklets, and pamphlets as possible for our employees to better communicate;
- Continue to provide public relations activities.

Escambia County understands that its community profile is changing and that the four factor analysis may reveal the need for more LEP services in the future. As such, Escambia County will continue to assess the size and needs of Escambia County's LEP population and amend the plan as needed.

Persons requiring special language assistance services should contact the County's Title VI Nondiscrimination Coordinator.

Public Involvement:

In order to plan for efficient, effective, safe, equitable and reliable transportation systems, the County must have public input. The County spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. Any person may attend meetings of the Board of County Commissioners and speak during the public forum portion of the agenda. Further, the County holds a number of meetings, workshops, and other events designed to gather public input on project planning and construction.

Persons wishing to request special presentations by the County; volunteer in any activities, or offer suggestions for improvement of County public involvement may contact the County's Title VI Nondiscrimination Coordinator.

Data Collection:

FHWA regulations require federal-aid recipients to collect racial, ethnic and other similar demographic data on beneficiaries of or those affected by transportation programs, services and activities. The County accomplishes this through the use of census data, American Community Survey reports, and other methods. From time to time, the County may find it necessary to request voluntary identification of racial, ethnic or other data from those who participate in public involvement events. This information assists the County with improving targeted outreach and measures

effectiveness. Self identification of personal data to the County will always be voluntary and anonymous. Moreover, the County will not release or otherwise use this data in any manner inconsistent with federal regulations.

Assurances:

Every three years the County must certify to FHWA and FDOT that its programs, services and activities are being conducted in a nondiscriminatory manner and document the County's commitment to nondiscrimination and equitable service to its community. The public may view the assurances on the County's website or by visiting the County's offices.

TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the Escambia County BCC assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Escambia County BCC further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated _____

by _____ , County Administrator

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/27/18

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

Florida Department of Transportation, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14291 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Single Patient Agreements for Inmate Dialysis Services
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Delegation of Signatory Authority Regarding Single Patient Agreements for Dialysis Services to Dr. Rayme Edler, Escambia County Medical Director - Selina Barnes, Interim Director of Corrections

That the Board take the following action:

A. Approve the sample single patient agreement (Treatment Agreement) for dialysis services required by treating facilities; and

B. Authorize Dr. Rayme Edler, Escambia County Medical Director, to sign the single patient agreements.

BACKGROUND:

The individual treatment facilities that provide dialysis services to the inmates of the Escambia County Jail require a single patient agreement be signed. This agreement covers the treatment of the corresponding inmate only for the period during which they are incarcerated under the jurisdiction of Escambia County Corrections. In order to expedite the return of the requested single patient agreements to the treatment facility the Corrections Department is requesting authorization for Dr. Rayme Edler, Escambia County Medical Director, to sign the referenced agreements.

BUDGETARY IMPACT:

There is no additional financial impact related to the requested authorization. Dialysis services for incarcerated individuals is provided for from Fund 001, General Fund; Cost Center 290402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached sample agreement was reviewed and approved for utilization by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Designation of signatory authority must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval, the Jail's health services section will coordinate with the individual treatment facilities to provide them with the approved sample agreement for utilization.

Attachments

Single Patient Agreement--Sample

FAX AGREEMENT TO: XXX-XXX-XXXX

Treatment Agreement

Plan:	_____("PLAN")	Phone:	850-595-3768
Jail:	Escambia County Jail ("INSURER")	Fax:	_____
Network PPO:	_____("NETWORK")		
TPA:	_____("TPA")		
NEGOTIATOR:	_____("NEGOTIATOR")		

(Plan, Insurer, Network, TPA and Negotiator shall collectively be referred to as "PAYOR")

Patient:	Sample Patient ("PATIENT")	Patient DOB:	MM/DD/YYYY
Insured:	_____	Patient ID #:	_____
MRN:	XXXXXXXXX X .		

Provider:	Sample Provider Name	("PROVIDER")
Tax ID:	XX-XXXXXXX	
Operational/Financial ID:	XXXX / XXXX	
Facility Name:	Sample Facility Name	("FACILITY")
Facility Address:	Sample Facility Address	

PROVIDER and PAYOR agree that PROVIDER shall be available to provide dialysis treatments, plus related items and supplies normally provided by PROVIDER to PATIENT. This Treatment Agreement applies only to the FACILITY represented above, pursuant to the terms herein (and all other policies and procedures of PROVIDER applicable to all of its patients), and is limited to treatments provided by the PROVIDER to the PATIENT represented above.

Term of Agreement: The term shall commence on _____ and shall continue until the patient is no longer in the custody of the Escambia County Jail, unless earlier terminated by either party. Either party may terminate this agreement with or without cause upon providing at least thirty (30) days prior written notice to the non-terminating party. In the event of termination by either party as provided herein, the Provider shall be paid for services provided through the date of termination but shall not be entitled to any other recovery, including, but not limited to, damages or any anticipated profit on services not performed.

PROVIDER reserves the right to immediately discontinue the provision of dialysis services to PATIENT if the PATIENT poses a threat of danger or harm to FACILITY, its patients or staff.

Sample

PLAN/INSURER shall ensure PATIENT is accompanied by appropriate security personnel at all times and shall be responsible for all costs of transportation associated with the transfer of the PATIENT to and from the FACILITY. PLAN/INSURER shall also be responsible for ensuring, in a manner satisfactory to FACILITY, the safety and well-being of the ESRD Dialysis Unit, its patients, and staff.

Applicable Rate(s): All outpatient dialysis and related services shall be reimbursed at an all-inclusive rate of $_____ per treatment. This rate is all-inclusive of the services provided with the exception of codes J0606 or J0604, which shall be reimbursed at 100% Medicare.

However, notwithstanding these rate terms, in the event of a breach of the Agreement by PAYOR, PAYOR shall be obligated to pay to PROVIDER 100% of PROVIDER's full (i.e., non-discounted) billed charges from the date of the breach through the remainder of the Term of the Agreement.

Billing/Payment: PROVIDER shall submit bills within 120 days of the applicable date of service (or longer period due to circumstances beyond its reasonable control). Payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended. The above-referenced Applicable Rates shall not be further discounted in any way, except with regard to patient-responsible amounts for which PROVIDER shall look to PATIENT to recover.

Submit claims to: Attn: Health Services

2935 North L Street, Pensacola, Florida 32501

Payments will be sent to: PO Box XXXXXX

City, STATE, XXXXX

In-Network Provider: PROVIDER will be recognized as an "in-network" provider for purposes of PATIENT's benefit plan. This Treatment Agreement will apply to all claims with dates of service on or after the term commencement date of this Agreement submitted by PROVIDER to PAYOR on behalf of PATIENT who is a beneficiary of the benefit plan or policy that PAYOR administers or insures.

The reimbursement rates set forth in this Agreement may be reduced by PATIENT co-insurance, co-payment, or deductible obligations, but may not be further discounted, reduced, limited, or modified in any other way, unless agreed to in writing by PROVIDER and PAYOR. The parties agree that nothing in any plan program, benefit plan provision, policy, manual or any other document shall have the ultimate effect of reducing the fees specified in this Treatment Agreement and further agree that the provisions of this Agreement shall control reimbursement to PROVIDER. PAYOR guarantees and assumes the obligation to pay PROVIDER at the rates set forth in this Agreement.

Sample

PAYOR shall have no right to set-off the amount of any alleged erroneous payment or overpayment against any amounts otherwise owed to PROVIDER by PAYOR. Should PAYOR believe that overpayments were made to PROVIDER, PAYOR shall provide written notice to PROVIDER of the asserted overpayment and request for refund within ninety (90) days after the date of claims payment by PAYOR. PROVIDER shall review the asserted overpayment and shall provide PAYOR with a written response within forty-five (45) days of PROVIDER's receipt of PAYOR's notice. Unless notification is made as required in the preceding sentence, all payments are final after one year following the applicable date of service.

All amendments to this Treatment Agreement must be mutually agreed to in writing by the parties. This Agreement shall not be assigned by PROVIDER or PAYOR unless mutually agreed upon in writing by both parties. PAYOR agrees and shall ensure that its clients will not use PROVIDER's or any of PROVIDER's parent entity names in any PAYOR marketing or advertising in any form of media without PROVIDER's written consent. This Treatment 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.

PROVIDER:	PAYOR: ESCAMBIA COUNTY JAIL – MEDICAL DIVISION
By:_____	By:_____
Title:_____	Title: Escambia County Medical Director
Date:_____	Date:_____

Sample

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14339 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Big Bend Community Based Care Contract #A0150 Amendment #012
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #012 to Agreement #A0150 between Escambia County and Big Bend Community Based Care, Inc. - Selina Barnes, Interim Director of Corrections

That the Board take the following action concerning the amendment of Contract #A0150 with Big Bend Community Based Care, Inc:

A. Approve Amendment #012 to Contract #A0150. This Amendment incorporates the language from the new federal Title 2 CFR part 200.414 and Title 2 CFR part 200.68, relating to the billing of indirect/administrative costs covered under Section 8 of the original Agreement; and

B. Authorize the Chairman to sign Amendment #012 to Contract #A0150.

BACKGROUND:

Contract #A0150 originated in December 2006 with the Department of Children and Families. The Pre-Trial Release Program in Escambia County has operated successfully for a number of years with the mental health portion of the program which was initially established utilizing this funding. The contract enables the Mental Health Pre-Trial Release program to continue in Escambia County. The Escambia County Pre-Trial Release Program's affiliation with all other county operated services, including the State Attorney's Office, the Public Defender's Office, the County Jail and the Department of Community Corrections, places them in a uniquely qualified position to provide Forensic Mental Health/Pre-Trial Release services to Escambia County.

BUDGETARY IMPACT:

Amendment #012 to Contract #A0150 does not address any financial allocations.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract amendment has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

This contract provides partial funding for one (1) Forensic Mental Health Specialist position.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policy requires contract amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by the Escambia County Community Corrections Pre-Trial Release program.

Attachments

Contract #A0150, Amendment #012

Amendment # 012
Contract # A0150

This Amendment, entered into between **Big Bend Community Based Care, Inc.**, hereinafter referred to as "BBCBC," and **Escambia County Board of County Commissioners**, hereinafter referred to as the "Provider," amends contract **# A0150** as follows:

1. **Standard Contract, Section 8 Audits, Inspections, Investigations, Records and Retention,** is hereby amended to include:

   i. Effective July 1, 2018, Provider must ensure the indirect/administrative cost shall not exceed the following:

   i. If applicable; Provider's federal indirect cost rate awarded by the Provider's cognizant Federal awarding agency; or
   ii. The Federally recognized indirect cost rate not to exceed ten percent (10%) of modified total direct cost (MTDC), as identified by Title 2 CFR part 200.414, *(Indirect F&A Costs).*

   Title 2 CFR part 200.68 defines MTDC as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

   This provision shall survive the termination of this Contract.

All terms and conditions of the Contract, as well as any supplements and amendments thereto, not in conflict with this Amendment shall remain in force and effect for this Amendment.

Escambia County
Board of County Commissioners

By: _____
Jeff Bergosh

As Its: Board Chairman

Date: _____

Big Bend Community Based Care, Inc.

By: _____
Mike Watkins

As Its: Chief Executive Officer

Date: _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title:
Date: 6/18/18

Amend# 012

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14344 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Request for Disposition of Property
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Selina Barnes, Interim Director of Corrections

That the Board approve the Request for Disposition of Property Form for the Corrections Department, listing one item. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be approved for disposal.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The property listed on the attached Request for Disposition of Property has been checked and declared to be of no further use to the County. The item no longer functions properly and for this reason approval of disposition is being requested.

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:

Once approved, the department will coordinate the disposal of the item listed.

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections COST CENTER NO: 290406

Whitney C. Lucas DATE: 06/19/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Whitney C. Lucas Phone No: 850-595-3114

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	63547	Inmate ID Printer	H93481	SP55	2017	Poor

Disposal Comments: The unit has been deemed inoperable in it's current condition.

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: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Selina Barnes

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 07/05/2018

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-14373 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Disposition of Property
From: Ryan Wingate, Information System Support Technician
Organization: Escambia County Property Appraiser
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Property Appraiser's Office - Chris Jones, Escambia County Property Appraiser

That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office for the equipment, which is described and listed on the Request Form, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for the disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statue 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures of Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

June disposal

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Property Apprasiers Office COST CENTER NO: _____

Chris Jones,CFA DATE: June 08, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: (850)434-2735

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	46431	MINOLTA RP603Z READER\PRINTER	316092	MINOLTA RP603Z	10/1/1997	GOOD
Y	52919	HP DESIGNJET 800	SG35D52042	C7780B	10/1/2003	GOOD
Y	56739	OCE PLOTTER/SCANNER (two parts)	331507319 / 33008832		4/12/2007	GOOD

Disposal Comments: The Property has outlived its lifespan to be effectively used.

INFORMATION TECHNOLOGY (IT Technician): Ryan Wingate, Info System Support Tech

Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: June 08, 2018 Information Technology Technician Signature: Ryan Wingate

Date: June 08, 2018

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): _____

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-14342 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Noise Waiver for the Pensacola Christian College Independence Celebration July 5, 2018
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Fireworks Event at Pensacola Christian College - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for a Fireworks Event to be held at Pensacola Christian College, specifically at 250 Brent Lane; Pensacola, Florida 32503, with the fireworks display presented by Pyrotecnico Fireworks, Inc., on Thursday, July 5, 2018, from 9:00 p.m., to 9:20 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an

environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions.(g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon approval, the Escambia County Sheriff's Office and the Escambia County Fire Marshall's Office will be notified of the issuance of this noise waiver.

Attachments

Application

Site Plan

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Building Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 – FAX
Email: buildinginspections@myescambia.com
Email: www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pensacola Christian College I Completed by Pyrotecnico Fireworks, Inc.		**Phone Number:** Mary Killingsworth I Pyrotecnico I 724.923.6607
Owner's Name: Pensacola Christian College		**Phone Number:** Chuck Craig I Pensacola Christian College I 850.982.7914
Owner's Address: 250 Brent Lane		
City: Pensacola	**State:** FL	**Zip Code:** 32503
Job Address:		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

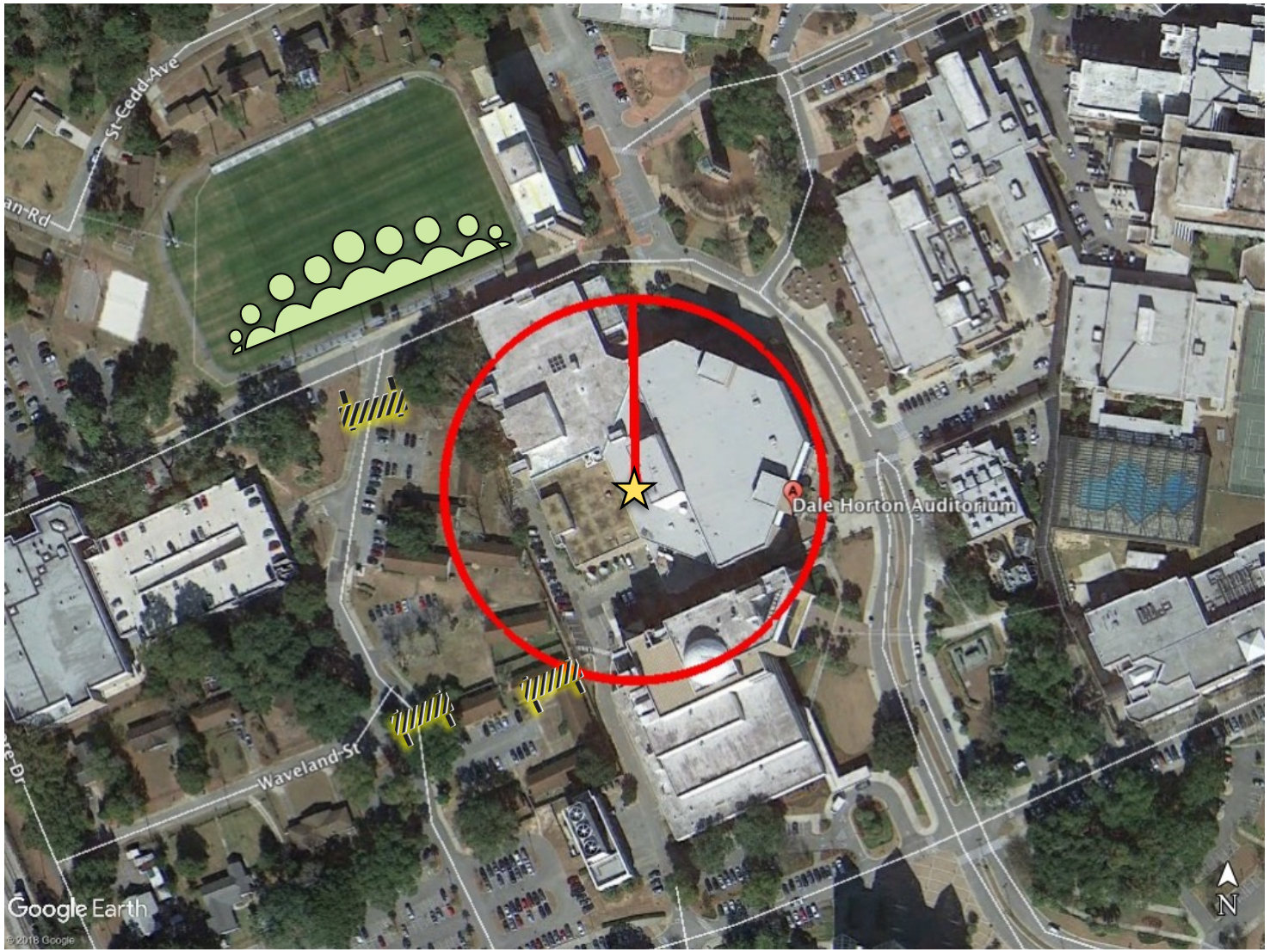
Date of Activity: July 5, 2018	***Description of Activity:*** Fireworks Display at Pensacola Christian College, Dale Horton Auditorium, Pensacola, FL
Beginning Time: 9:00 PM / ***Ending Time:*** Approx. 9:20 PM	

Remarks or Comments:

Driving Directions: Waveland Street, Pensacola, FL

Escrow Account Number: N/A	***Date:*** 06.16.2018
Applicant Signature: Mary M Killingsworth	

Mary M Killingsworth I Pyrotecnico Fireworks, Inc.



PENSACOLA CHRISTIAN COLLEGE

Display Site Plan

Show Date: 07.05.2018

Pensacola Christian College
Dale Horton Auditorium
Pensacola, FL 32503

LAT / LONG
30°28'23.75" N
87°14'07.45" W

REVISED DATE:
June 15, 2018

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.

PYROTECNICO fx

PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

- Firing Site **- Closed** **- Audience *Approx. 380' from Firing Site**

- Safety Fallout Zone **- 250' Radius** **2.5" Maximum Device Per NFPA 70' Per Inch Policy**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14338 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Noise Waiver for Grayes Granite, Inc "Bass Wars" Event July 14, 2018
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the "Bass Wars" Event Presented by Graye's Granite, Inc. - Tim Tolbert, Building Official/Department Director

That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for the "Bass Wars" Event to be held at 3141 Potter Street; Pensacola, Florida 32514, presented by Graye's Granite, Inc., on Saturday, July 14, 2018, from 11:00 a.m., to 8:00 p.m. to include loud music with stereo system demonstrations.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an

environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions.(g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon approval, the Escambia County Sheriff's Office and the Escambia County Fire Marshall's Office will be notified of the issuance of this noise waiver.

Attachments

Application

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pdv

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3363 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT

Waiver to Noise Ordinance

Permit Number:	180612309SE
Building Permit Number:	
Approved By:	Date:

Applicant: Graye's Granite Inc.	Phone Number: 850-293-8865
Owner's Name: Christopher Graye	Phone Number: 850-293-8865
Owner's Address: 3141 Potter St.	
City: Pensacola	State: FL / Zip Code: 32514
Job Address: 3141 Potter St, Pensacola FL 32514	Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: July 14, 2018	Description of Activity: Car show, KID FRIENDLY, FREE EVENT We will have loud music WITH STEREO SYSTEM Demonstrations. "Bass Wars"
Beginning Time: 11:00 / Ending Time: 8:00PM	

Remarks or Comments: Non Profit Organization → Full Circle Nonprofit Inc

Driving Directions:

Escrow Account Number:

Date: 06/08/2018

Applicant Signature: [signature]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14340 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Noise Waiver for the Brasch-Ard Wedding Reception July 28, 2018
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the July 28, 2018, Brasch-Ard Wedding Reception - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Brasch-Ard Wedding Reception located at 1848 Chavers Road; Cantonment, Florida 32533, to include a DJ and music, from July 28, 2018, at 6:30 p.m., to July 29, 2018 at 3:30 a.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the

health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon Board approval, the Escambia County Sheriff's Office and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Application

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pd ✓

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 1806 12355 SE	
Building Permit Number:	
Approved By:	Date:

Applicant:		Phone Number: 850-501-0302	
Owner's Name: Donna J Brasch		Phone Number:	
Owner's Address: 1848 Chavers Road			
City: Cantonment	State: FL	Zip Code: 32533	
Job Address: same		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: July 28, 2018 - July 29 18	*Description of Activity:* Wedding Reception Brasch-Ard
Beginning Time: 6:30	*Ending Time:* 3:30 AM

Remarks or Comments: Wedding & Reception with D.J and music

Driving Directions:

Escrow Account Number:	*Date:*
Applicant Signature: Donna J. Brasch	June 18, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14409 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Business Sponsorship Agreement between Escambia County and Pete Moore
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Business Sponsorship Agreement between Escambia County and Pete Moore Chevrolet, Inc. - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Business Sponsorship Agreement between the Escambia County Board of County Commissioners and Pete Moore Chevrolet, Inc., for the provision of allowing Pete Moore Chevrolet, Inc., a sponsorship opportunity by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for Public Safety on Pensacola Beach on a zero-cost lease:

A. Adopt the Resolution authorizing the “Safe Shores” Business Sponsorship Proposal;

B. Approve the Business Sponsorship Agreement between the Escambia County Board of County Commissioners and Pete Moore Chevrolet, Inc., for the provision of allowing Pete Moore Chevrolet, Inc., a sponsorship opportunity by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for Public Safety on Pensacola Beach on a zero-cost lease;

C. Authorize the Chairman to execute the Resolution and the Business Sponsorship Agreement; and

D. Authorize Michael D. Weaver, Public Safety Department Director, to execute all related documents as required to implement the Business Sponsorship Agreement without further Board action.

BACKGROUND:

The County has established a Business Sponsorship Policy for the community to participate in sponsorship opportunities to provide goods, services, or financial support for the benefit of its citizens and visitors. Pete Moore Chevrolet, Inc., desires to participate in a sponsorship opportunity with the County by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for Public Safety on Pensacola Beach on a zero-cost lease. The vehicles will be used by the Pensacola Beach Water Safety Division to educate and protect the public. The agreement may be terminated for cause or convenience by either party upon providing thirty days written notice to the non-terminating party.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution and the Business Sponsorship Agreement have been reviewed and approved for legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Board Approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval and proper execution, Michael D. Weaver, Public Safety Department Director, will oversee implementation of the Agreement and work in close cooperation with Pete Moore Chevrolet, Inc., representatives.

Attachments

Resolution
Business Sponsorship Agreement
Agreement to Purchase 1
Agreement to Purchase 2

RESOLUTION NUMBER R2018-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE "SAFE SHORES" BUSINESS SPONSORSHIP PROPOSAL; AUTHORIZING THE CHAIRMAN TO SIGN THE BUSINESS SPONSORSHIP AGREEMENT BETWEEN ESCAMBIA COUNTY AND PETE MOORE CHEVROLET, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County, by and through the Pensacola Beach Water Safety Division, provides lifeguards to educate and protect the public on Pensacola Beach; and

WHEREAS, the County desires to optimize non-tax revenue sources for the benefit of the Pensacola Beach Water Safety Division in order to enhance lifeguard services that may be offered at the beach while upholding the County's stewardship role to safeguard and preserve County assets; and

WHEREAS, the County has established a Business Sponsorship Policy for the community to participate in sponsorship opportunities to provide goods, services or financial support for the benefit of its citizens and visitors; and

WHEREAS, the County and Sponsor desire to enter into a Business Sponsorship Agreement setting forth the terms and conditions whereby the Sponsor may participate in a sponsorship opportunity with the County.

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

Section 1. The above stated recitals are true and correct and incorporated herein.

Section 2. The Board of County Commissioners hereby approves the "Safe Shores" business sponsorship proposal to provide the County with a zero-cost lease for two *2016 Chevrolet Colorado* midsize pick-up trucks for the Pensacola Beach Water Safety Division.

Section 3. The Board hereby authorizes the Chairman to sign the Business Sponsorship Agreement with Pete Moore Chevrolet, Inc.

Section 4. This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/28/18

BUSINESS SPONSORSHIP AGREEMENT

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Pete Moore Chevrolet, Inc., a Florida for profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Sponsor") with a principal address of 103 New Warrington Road, Pensacola, FL 32506.

WITNESSETH:

WHEREAS, the County, by and through the Pensacola Beach Water Safety Division, provides lifeguards to educate and protect the public on Pensacola Beach; and

WHEREAS, the County desires to optimize non-tax revenue sources for the benefit of the Pensacola Beach Water Safety Division in order to enhance lifeguard services that may be offered at the beach while upholding the County's stewardship role to safeguard and preserve County assets; and

WHEREAS, the County has established a Business Sponsorship Policy for the community to participate in sponsorship opportunities to provide goods, services or financial support for the benefit of its citizens and visitors; and

WHEREAS, on May 5, 2016, the County and Sponsor previously entered into an agreement whereby the Sponsor participated in a sponsorship opportunity with the County by providing a zero-cost lease for two *2016 Chevrolet Colorado* midsize pick-up trucks for public safety; and

WHEREAS, the County and Sponsor now wish to supersede the prior agreement and enter into an agreement setting forth the terms and conditions whereby Sponsor may participate in a sponsorship opportunity with the County by supplying two replacement *2016 Chevrolet Colorado* midsize pick-up trucks for the Pensacola Beach Water Safety Division.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Sponsor 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. Sponsorship. In exchange for the sponsorship benefits described herein, Sponsor agrees to provide a zero-cost lease for two *2016 Chevrolet Colorado* midsize pick-up trucks (hereinafter "Vehicles").

3. Term. The Term of this agreement shall commence upon the date last executed and run concurrent with the term of the zero-cost lease for the subject Vehicles, unless earlier terminated pursuant to paragraph 6.

4. Sponsorship Benefits. In exchange for the Sponsorship described in Paragraph 2 above and subject to the limitations provided in Paragraph 5, Sponsor shall be permitted to place banner/logo/advertising material on the Vehicles at Sponsor's expense.

5. Sponsorship Material Standards/Criteria:

A. Any banner/logo/advertising material shall be limited to speech that proposes a commercial transaction.

B. Logos, banners or any manner of presentation that may negatively impact the County, promote a product, service or activity offensive to the general public, or that may negatively impact, disrupt or intrude upon or interfere in any manner with the efficient and cost effective operation and administration of the County, or any other advertising the County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue for the benefit of the County shall not be permitted.

C. Sponsor may not submit any banner/logo/advertising material that:

1. Includes false, misleading or deceptive statements or images;
2. Relates to any illegal activity;
3. Relates to any police regulated business or industry;
4. Contains explicit sexual material, obscene material, or material harmful to minors;
5. Advertises tobacco, alcohol, firearms or adult entertainment;
6. Includes obscene, vulgar, or profane language;
7. Relates to instruments, devices, items, projects or paraphernalia that are designed for use in connection with explicit sexual activities;
8. Depicts violence and/or anti-social behavior.

D. Approval of Sponsor's banner/logo or other advertising material by County is not intended as an endorsement of any views expressed therein.

E. County reserves the right to prohibit Sponsor from displaying or distributing any banner/logo/advertising material deemed inappropriate or likely to interfere with the goal of earning revenue for the benefit of the County.

F. County shall determine in its sole discretion whether any banner/logo/ advertising material is in a suitable condition. Sponsor shall, at its sole cost and expense, be responsible for replacing any unsuitable banner/logo/ advertising material.

6. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to the non-terminating party. Within thirty days of the termination or expiration of this Agreement, the County shall return the Vehicles to Sponsor in as-is condition without further cost or obligation.

7. Indemnification. Sponsor agrees to defend, indemnify, and hold harmless the County, its agents, elected officials, officers, and employees from and against 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, arising directly or indirectly, on account of or in connection with Sponsor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement. The parties understand and agree that such indemnification by Sponsor 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.

8. Insurance. During the term of this Agreement, the County shall maintain liability insurance coverage for the defense and satisfaction of claims as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. Escambia County is a qualified self insurer pursuant to §768.28, Florida Statutes, and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes. 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.

9. Damage Disclaimer. Except as provided in paragraph 8 above, the County shall not be liable for any loss, damage, or wear and tear associated with the operation, maintenance, and care of the vehicles.

10. Relationship of Parties. Nothing in this Agreement can be deemed by the Parties or any third party to create the relationship of principle and agent partnership, joint venture or similar relationship between the County and Sponsor.

11. 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.

12. Public Records. Sponsor 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 Sponsor 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 Sponsor, seven days written notice, during which period Sponsor still fails to allow access to such documents, terminate the contract.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Sponsor 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.

14. Compliance with Laws. The parties hereto agree to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. 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 made and executed this Agreement on the respective dates under each signature:

COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

SPONSOR: PETE MOORE CHEVROLET, INC.

By: _____
Ben Myers, General Sales Manager

Date: _____

_____
Corporate Secretary

[SEAL]

Approved as to form and legal sufficiency.

By/Title: _____
Date: 6/28/18

Property of
PETE MOORE AUTOMOTIVE TEAM
Established 1981

❑ CHEVROLET
❑ IMPORTS
❑ MITSUBISHI

103 NEW WARRINGTON RD (850) 456-7000
106 NEW WARRINGTON RD (850) 457-1000
P.O. BOX 18848 • PENSACOLA, FL 32523

AGREEMENT TO PURCHASE

CUSTOMER # 85622-54763 STOCK # 1164299
SALESMAN ANDY HAYES # 648 DATE SOLD 6/01/18

BUYER	DL#	SS#	DOB
ESCAMBIA COUNTY			
CO-BUYER	DL#	SS#	DOB

ADDRESS	CELL	EMAIL
6575 N. W ST.		

CITY	STATE	COUNTY	ZIP	H. PHONE	W. PHONE
PENSACOLA	FL	ESCAMBIA	32505	850-475-5530	

❑ NEW CAR ❑ USED CAR ❑ DEMO
❑ NEW TRUCK ❑ USED TRUCK ❑ FLEET / RENTAL / LEASE VEHICLE

PURCHASED VEHICLE

SERIAL # 1GCHTBEAXG1164299

YEAR 2016 COLOR WHITE WEIGHT
MAKE CHEVROLET TRIM
MODEL COLORADO MILES 9238 CYL 4
BODY TYPE 4DR MODEL#

INSURANCE CO.
POLICY#
AGENT PHONE
ADDRESS

* PRE-DELIVERY SERVICES *
* THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING AND SERVICING VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE.

USED VEHICLE TRADE-IN

SERIAL #
YEAR MAKE MODEL
MILES CYL COLOR
BALANCE OWED TO ACC#
ADDRESS:
PHONE# CONTACT PERSON
Upon verification buyer agrees to pay amount exceeding this figure ____ Initials
BALANCE OWED GOOD UNTIL: $ 0.00
Please initial to release payoff information from your financial institution. ____

USED VEHICLE TRADE-IN #2

SERIAL #
YEAR MAKE MODEL
MILES CYL COLOR
BALANCE OWED TO ACC#
ADDRESS:
PHONE# CONTACT PERSON
Upon verification buyer agrees to pay amount exceeding this figure ____ Initials
BALANCE OWED GOOD UNTIL: $ 0.00

TRADE ALLOWANCE MAY INCLUDE DEALER DISCOUNTS AND OR REBATES

THE DEPOSIT WILL HOLD VEHICLE FOR A PERIOD OF 24 HOURS ONLY. ALL DEPOSITS REFUNDABLE UNLESS OTHERWISE STATED

BASE PRICE:	23,701.00	Estimated Used Vehicle Allowance	$ N/A
DEALER OPTION:		ESTIMATED PAYOFF	N/A
1.	N/A	Net Allowance on Used Vehicle	$ N/A
2.	N/A	Partial Payment with Order	N/A
3.	N/A	Cash on Delivery	$ N/A
Florida Law $1.50 Waste Tire & Lead Acid Battery Fee $6.50	N/A	PICK-UP NOTE	24,000.00
PRE-DELIVERY SERVICES *	$ 299.00		
SUB TOTAL	$ 24,000.00		
SALES TAX	0.00		
LOCAL SALES TAX	0.00		
Motor Vehicle Warranty Trust Fund XXXXXXXXXXXXXXXXXXXX	$ XXXX 2.00		
Private Tag Agency *	$ XXXX 59.00		
License, License Transfer, Title, Registration Fee	N/A		
TOTAL OF ABOVE ITEMS	24,000.00		
TOTAL CREDIT (Transferred from Right Column)	24,000.00	Total Credit (Transfer to left Column)	24,000.00
BALANCE DUE ON DELIVERY IF CASH SALE	$ 0.00		

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR AUTHORIZED REPRESENTATIVE. Purchaser by his execution of the Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. "I certify that I am eighteen years or older."
I AUTHORIZE AN INVESTIGATION OF MY CREDIT AND EMPLOYMENT HISTORY AND THE RELEASE OF INFORMATION ABOUT MY CREDIT EXPERIENCE.
"I HAVE READ AND HEREBY AGREE TO ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF."

PURCHASER'S SIGNATURE _____ DATE 6/01/18

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT	Seller	Buyer
No. Date 6/01/18 Buyer's month of birth	PETE MOORE CHEVROLET, INC. 103 NEW WARRINGTON RD PENSACOLA, FL 32506 "We" and "us" mean the Seller above, its successors and assigns.	ESCAMBIA COUNTY 6575 N. W ST. PENSACOLA, FL 32505 "You" and "your" mean each Buyer above, and guarantor, jointly and individually.

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Motor Vehicle Purchased — Year 16 | Make CHEVROLET | Model COLORADO | VIN 1GCHTBEAXG1164299 | Lic. No./Year | ☒ New ☐ Used | Other:

Description of Trade-In: N/A

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the amount of $ 24,000.00. This is a precomputed contract. This means that the amount you have agreed to pay includes finance charges payable from today's date until the last scheduled payment is due. Finance charges are calculated on a 365 day basis. After maturity, or after you default and we demand payment, we will earn finance charges on the unpaid balance at 25.00 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **LOAN PROCESSING FEE:** You agree to pay a loan processing fee of $ 0.00 that will be ☐ paid in cash. ☐ added to the Cash Price.

☐ **MINIMUM FINANCE CHARGE:** You agree to pay a minimum finance charge of $ N/A if you pay this Contract in full before we have earned that much in finance charges.

☒ **PRE-DELIVERY SERVICE FEE:** You agree to pay a nonrefundable pre-delivery service fee of $ 299.00 that will be ☐ paid in cash. ☒ included in the Cash Price. This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting the vehicles, and preparing documents related to the sale.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☒ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of
25.00 %	$ 0.00	$ 0.00	$ 24,000.00	$ 24,000.00 $ 24,000.00

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
0	0.00	MONTHLY BEGINNING 7/01/18
DOWN PAYMENT INCLUDES	DEFERRED PAYMENTS OF$24,000.00;	DUE ON 6/01/19

Security: You are giving a security interest in the Motor Vehicle purchased.

☒ **Late Charge:** If a payment is more than 10 days late, you will be charged 5% OF PAYMENT AMOUNT NOT TO EXCEED $99.

Prepayment: If you pay off this Contract early, you may be entitled to a refund of part of the Finance Charge.

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured _____
☐ Single ☐ Joint Prem. $ N/A Term _____

Credit Disability: Insured _____
☐ Single ☐ Joint Prem. $ N/A Term _____

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

_____ Buyer d/o/b _____ Buyer d/o/b

PROPERTY INSURANCE: You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed $ N/A. If you get insurance from or through us you will pay $ N/A for N/A of coverage.

This premium is calculated as follows:

☐ $ N/A	Deductible, Collision Coverage	$ N/A	
☐ $ N/A	Deductible, Comprehensive Cov.	$ N/A	
☐	Fire-Theft and Combined Additional Coverage	$ N/A	
☐ N/A		$ N/A	

BODILY INJURY OR PROPERTY DAMAGE LIABILITY NOT INCLUDED UNLESS CHECKED AND INDICATED.

☐ **SINGLE-INTEREST INSURANCE:** You must purchase single-interest insurance. The coverage may be obtained from a

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of $ N/A)	$ 23,701.00
Service Contract, Paid to: _____ *	$ N/A
Pre-delivery service fee	$ 299.00
Cash Price	$ 24,000.00
Manufacturer's Rebate $ N/A	
Cash Down Payment $ N/A	
Deferred Down Payment $ 24,000.00	
a. Total Cash/Rebate Down	$ 24,000.00
b. Trade-In Allowance $ N/A	
c. Less: Amount owing $ N/A	
Paid to: _____	
d. Net Trade-In (b. minus c.)	$ N/A
e. Net Cash/Trade-In (a. plus d.)	$ 24,000.00
Down Payment (e.; disclose as $0 if negative)	$ 24,000.00
Unpaid Balance of Cash Price	$ -299.00
Paid to Public Officials - Filing Fees	$ N/A
Insurance Premiums*	$ N/A
(See adjacent coverage and benefit types.)	
Amount to Finance line e. (if e. is negative)	$ 0.00
Loan Processing Fee Paid to Seller	$ 0.00
To: DOC STAMPS	$ N/A
To: _____	$ N/A
Total Other Charges/Amounts Pd. to Others	$ 0.00
Less: **Prepaid Finance Charges**	$ 0.00
Amount Financed	$ 0.00

*We may retain or receive a portion of this amount.

☐ **SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Service Contract to cover N/A.

Property of
PETE MOORE AUTOMOTIVE TEAM
Established 1981

❑ CHEVROLET
❑ IMPORTS
❑ MITSUBISHI

103 NEW WARRINGTON RD (850) 456-7000
106 NEW WARRINGTON RD (850) 457-1000
P.O. BOX 18848 • PENSACOLA, FL 32523

AGREEMENT TO PURCHASE

CUSTOMER # 85622-54764 STOCK # 150480
SALESMAN ANDY HAYES # 648 DATE SOLD 6/01/18

BUYER	DL#	SS#	DOB
ESCAMBIA COUNTY			
CO-BUYER	DL#	SS#	DOB

ADDRESS	CELL	EMAIL
6575 N. W ST.		

CITY	STATE	COUNTY	ZIP	H. PHONE	W. PHONE
PENSACOLA	FL	ESCAMBIA	32505	850-475-5530	

❑ NEW CAR ❑ USED CAR ❑ DEMO
❑ NEW TRUCK ❑ USED TRUCK ❑ FLEET / RENTAL / LEASE VEHICLE

PURCHASED VEHICLE

SERIAL # 1GCHTBEA4G1150480
YEAR 2016 COLOR WHITE WEIGHT
MAKE CHEVROLET TRIM
MODEL COLORADO MILES 9526 CYL 4
BODY TYPE 4DR MODEL#

INSURANCE CO.
POLICY#
AGENT PHONE
ADDRESS

*** PRE-DELIVERY SERVICES ***
*** THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING AND SERVICING VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE.**

USED VEHICLE TRADE-IN

SERIAL #
YEAR MAKE MODEL
MILES CYL COLOR
BALANCE OWED TO ACC#
ADDRESS:
PHONE# CONTACT PERSON
Upon verification buyer agrees to pay amount exceeding this figure ____ Initials
BALANCE OWED GOOD UNTIL: $ 0.00

Please initial to release payoff information from your financial institution. ____

USED VEHICLE TRADE-IN #2

SERIAL #
YEAR MAKE MODEL
MILES CYL COLOR
BALANCE OWED TO ACC#
ADDRESS:
PHONE# CONTACT PERSON
Upon verification buyer agrees to pay amount exceeding this figure ____ Initials
BALANCE OWED GOOD UNTIL: $ 0.00

TRADE ALLOWANCE MAY INCLUDE DEALER DISCOUNTS AND OR REBATES

THE DEPOSIT WILL HOLD VEHICLE FOR A PERIOD OF 24 HOURS ONLY. ALL DEPOSITS REFUNDABLE UNLESS OTHERWISE STATED

BASE PRICE:	23,701.00	Estimated Used Vehicle Allowance	$ N/A
DEALER OPTION:		ESTIMATED PAYOFF	N/A
1.	N/A	Net Allowance on Used Vehicle	$ N/A
2.	N/A	Partial Payment with Order	N/A
3.	N/A	Cash on Delivery	$ N/A
Florida Law $1.50 Waste Tire & Lead Acid Battery Fee $6.50	N/A	PICK-UP NOTE	24,000.00
PRE-DELIVERY SERVICES *	$ 299 00		
SUB TOTAL	$ 24,000.00		
SALES TAX	0.00		
LOCAL SALES TAX	0.00		
Motor Vehicle Warranty Trust Fund XXX	$ XX 2 00		
Private Tag Agency *	$ XX 59 00		
License, License Transfer, Title, Registration Fee	N/A		
TOTAL OF ABOVE ITEMS	24,000.00		
TOTAL CREDIT (Transferred from Right Column)	24,000.00	Total Credit (Transfer to left Column)	24,000.00
BALANCE DUE ON DELIVERY IF CASH SALE	$ 0.00		

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR AUTHORIZED REPRESENTATIVE. Purchaser by his execution of the Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. "I certify that I am eighteen years or older."

I AUTHORIZE AN INVESTIGATION OF MY CREDIT AND EMPLOYMENT HISTORY AND THE RELEASE OF INFORMATION ABOUT MY CREDIT EXPERIENCE.

"I HAVE READ AND HEREBY AGREE TO ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF."

PURCHASER'S SIGNATURE

6/01/18
DATE

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT	Seller	Buyer
No. Date 6/01/18 Buyer's month of birth	PETE MOORE CHEVROLET, INC. 103 NEW WARRINGTON RD PENSACOLA, FL 32506 "We" and "us" mean the Seller above, its successors and assigns.	ESCAMBIA COUNTY 6575 N. W ST. PENSACOLA, FL 32505 "You" and "your" mean each Buyer above, and guarantor, jointly and individually.

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Motor Vehicle Purchased — Year 16; Make CHEVROLET; Model COLORADO; VIN 1GCHTBEA4G1150480; Lic. No./Year; Other:

☒ New ☐ Used

Description of Trade-In: N/A

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the amount of $ 24,000.00. This is a precomputed contract. This means that the amount you have agreed to pay includes finance charges payable from today's date until the last scheduled payment is due. Finance charges are calculated on a 365 day basis. After maturity, or after you default and we demand payment, we will earn finance charges on the unpaid balance at 0.00 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **LOAN PROCESSING FEE:** You agree to pay a loan processing fee of $ 0.00 that will be ☐ paid in cash. ☐ added to the Cash Price.

☐ **MINIMUM FINANCE CHARGE:** You agree to pay a minimum finance charge of $ N/A if you pay this Contract in full before we have earned that much in finance charges.

☒ **PRE-DELIVERY SERVICE FEE:** You agree to pay a nonrefundable pre-delivery service fee of $ 299.00 that will be ☐ paid in cash. ☒ included in the Cash Price. This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting the vehicles, and preparing documents related to the sale.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☒ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of $ 24,000.00
0.00 %	$ 0.00	$ 0.00	$ 24,000.00	$ 24,000.00

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
0	0.00	MONTHLY BEGINNING 7/01/18

DOWN PAYMENT INCLUDES DEFERRED PAYMENTS OF$24,000.00; DUE ON 6/01/19

Security: You are giving a security interest in the Motor Vehicle purchased.

☒ **Late Charge:** If a payment is more than 10 days late, you will be charged 5% OF PAYMENT AMOUNT NOT TO EXCEED $99.

Prepayment: If you pay off this Contract early, you may be entitled to a refund of part of the Finance Charge.

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured _____
☐ Single ☐ Joint Prem. $ N/A Term _____

Credit Disability: Insured _____
☐ Single ☐ Joint Prem. $ N/A Term _____

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

_____ Buyer d/o/b _____ Buyer d/o/b

PROPERTY INSURANCE: You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed $ N/A. If you get insurance from or through us you will pay $ N/A for N/A N/A of coverage.

This premium is calculated as follows:

☐ $ N/A	Deductible, Collision Coverage	$ N/A	
☐ $ N/A	Deductible, Comprehensive Cov.	$ N/A	
☐	Fire-Theft and Combined Additional Coverage	$ N/A	
☐ N/A		$ N/A	

BODILY INJURY OR PROPERTY DAMAGE LIABILITY NOT INCLUDED UNLESS CHECKED AND INDICATED.

☐ **SINGLE-INTEREST INSURANCE:** You must purchase single-interest insurance. The coverage may be obtained from a

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of $ N/A)		$ 23,701.00
Service Contract, Paid to: _____	*	$ N/A
Pre-delivery service fee		$ 299.00
Cash Price		$ 24,000.00
Manufacturer's Rebate	$ N/A	
Cash Down Payment	$ N/A	
Deferred Down Payment	$ 24,000.00	
a. Total Cash/Rebate Down		$ 24,000.00
b. Trade-In Allowance	$ N/A	
c. Less: Amount owing	$ N/A	
Paid to: _____		
d. Net Trade-In (b. minus c.)		$ N/A
e. Net Cash/Trade-In (a. plus d.)		$ 24,000.00
Down Payment (e.; disclose as $0 if negative)		$ 24,000.00
Unpaid Balance of Cash Price		$ -299.00
Paid to Public Officials - Filing Fees		$ N/A
Insurance Premiums*		$ N/A
(See adjacent coverage and benefit types.)		
Amount to Finance line e. (if e. is negative)		$ 0.00
Loan Processing Fee Paid to Seller		$ 0.00
To: DOC STAMPS		$ N/A
To: _____		$ N/A
Total Other Charges/Amounts Pd. to Others		$ 0.00
Less: **Prepaid Finance Charges**		$ 0.00
Amount Financed		$ 0.00

*We may retain or receive a portion of this amount.

☐ **SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Service Contract to cover _____ N/A _____.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14420 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Escambia County Housing Finance Authority Reappointment
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Escambia County Housing Finance Authority Reappointment - Jack R. Brown, County Administrator

That the Board take the following action concerning a reappointment to the Escambia County Housing Finance Authority:

A. Waive the Board's Policy, Section I, Part B.1.(D), Appointment Policy and Procedures; and

B. Reappoint Robert C. Maloy to serve another four-year term, effective August 1, 2018, through July 31, 2022, as requested by Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority.

A General Alert that was posted on the County's website from May 15, 2018, to May 29, 2018, seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. No Resumes from citizens interested in serving on the Authority were received.

BACKGROUND:

The Authority was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

Mr. Maloy has expressed the desire to serve another term; his Resume is provided for review. A letter from Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority recommending Mr. Maloy's

reappoint is also provided for review.

A General Alert that was posted on the County's website from May 15, 2018, to May 29, 2018, seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. No Resumes from citizens interested in serving on the Authority were received.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Patricia Lott
Robert C. Maloy's Resume
General Alert - Escambia County Housing Finance Authority

ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY
WWW.ESCAMBIAHFA.COM

700 South Palafox Street, Suite 310
Pensacola, Florida 32502-5958

Phone: (850) 432-7077
Fax: (850) 438-5205
Toll Free: (800) 388-1970

Serving 1st Time Homebuyers throughout Florida since 1982

April 11, 2018

Mr. Jack R. Brown
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Re: Reappointment to the Escambia County Housing Finance Authority – Robert Maloy

Dear Mr. Brown:

Mr. Robert Maloy's appointment to the Escambia County Housing Finance Authority, which was effective August 1, 2014, expires on July 31, 2018. Mr. Maloy has expressed a desire to be reappointed to the Authority for an additional four-year term commencing August 1, 2018 through July 31, 2022. Mr. Maloy has been a Vice President, Senior Commercial Real Estate Lender with Hancock Bank (f/k/a Whitney Bank) since 1998 and has a great deal of experience in the development and construction of single and multi-family housing. He currently serves as Secretary/Treasurer of the Board and in that capacity his banking and financial experience is critical to the Authority. He is generous in sharing his time and expertise with the Authority and is a dedicated public servant.

For these reasons, the Authority voted at its meeting March 27, 2018, to recommend Mr. Maloy's reappointment effective August 1, 2018.

Thank you for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

Patricia D. Lott
Executive Director

cc: Alison Rogers, Esq.
Mr. Robert Maloy
Sandra J. Ward, Chair

S:\DATA\Board Member Information & Lists\Recommendation Letters re reappointment of Board members\Lte re Bob Maloy's reappointment 2018-2022.docx

9818 Bridgewood Lane
Pensacola, Florida 32514

Home: (850) 478-5129
Work: (850) 444-3231
Fax: (850)444--3208
E-Mail: rmaloy@whitneybank.com

Robert C. Maloy

Education:

University of West Florida — 1980 -1982
Pensacola, Florida
B.S. Business

Pensacola Junior College — 1978 -1980
Pensacola, Florida
A.A. Business

Professional Education:

Corporate Relationship Manager Academy Graduate — Jacksonville, Florida 1995

Commercial Real Estate Institute Graduate — Jacksonville, Florida 1991

American Real Estate Institute Graduate — Madison, Wisconsin 1987 -1988

Office Manager Academy Graduate — Jacksonville, Florida 1986

Consumer Lending School Graduate — Norman, Oklahoma 1985 -1986

Work Experience:

Whitney National Bank — 1998 - Present
Pensacola, Florida
Vice-President, Senior Commercial Real Estate Lender

Responsible for relationship management of Commercial Real Estate Loan Portfolio including acquisition and development and construction and permanent financing for shopping centers, office buildings, warehouse facilities, condominium projects and single/multi family housing.

Barnett Bank N.A. West Florida — 1997 -1998
Pensacola, Florida
Senior Vice-President, Commercial Real Estate

Responsible for relationship management of Commercial Real Estate Loan Portfolio including acquisition and development and construction and permanent financing for shopping centers, condominiums and warehouse facilities. Handled 50+ residential and commercial contractors.

Barnett Bank N.A. West Florida — 1993-1997
Pensacola, Florida
Vice-President, Commercial Real Estate

Responsible for relationship management of Commercial Real Estate Loan Portfolio including acquisition and development and construction and permanent financing for shopping centers, condominiums and warehouse facilities. Handled 50+ residential and commercial contractors.

Barnett Bank N.A. West Florida — 1991-1993
Pensacola, Florida
Vice-President, Mortgage Lending

Responsible for handling acquisition and development loans and construction loans to both residential and commercial contractors along with conversion to permanent loans for in-bank portfolio and secondary market sale. Aggressive calling efforts generated a stable base of contractors with established lines of credit.

Barnett Bank N.A. West Florida — 1989-1991
Pensacola, Florida
Commercial Real Estate Loan Officer

Responsible for handling acquisition and development loans and construction loans to both residential and commercial contractors along with conversion to permanent loans for in-bank portfolio and secondary market sale. Aggressive calling efforts generated a stable base of contractors with established lines of credit.

Barnett Bank N.A West Florida — 1986-1989
Pensacola, Florida
Assistant Vice-President, Mortgage Lending

Responsible for generation of residential loans to contractors and individuals for conversion to permanent loans for in-house portfolio and secondary market.

Barnett Bank N.A. West Florida — 1985-1986
Pensacola, Florida
Assistant Vice-President, Office Manager

Responsible for branch operations including business development, generation of consumer and commercial loans, account servicing, deposit growth, profitability management and operational management.

Barnett Bank N.A. West Florida 1985
Pensacola, Florida
Assistant Vice-President, Office Manager

Responsible for generation of consumer loans.

Barnett Bank N.A. West Florida 1984-1985
Pensacola, Florida
Lending Assistant

Intern program for consumer lending. Responsible for interviewing customers and providing necessary background research for lending decisions.

Barnett Bank N.A. West Florida 1982-1984
Pensacola, Florida
Management Trainee

Participated in wide range in-house training program which included collections, teller, new accounts, credit card operations and cash management.

Affiliations:

The Foundation for Excellence in Education - Treasurer
Clean and Green - Treasurer
LEAP Alumni 1995
N.A.I.O.P. Board Member
Christ Episcopal Church
Northwest Florida Gator Club
Former 10 Year Associate-Escambia County Competency Board

References: Available Upon Request

Judy H. Witterstaeter

From: Escambia County Community and Media Relations <cmr@myescambia.com>
Sent: Tuesday, May 15, 2018 10:07 AM
To: Judy H. Witterstaeter
Subject: Appointee Sought for Housing Finance Authority



Click HERE to View in Browser

Appointee Sought for Housing Finance Authority

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Housing Finance Authority. Appointees serve without compensation. Escambia residents interested in serving on the Escambia County Housing Finance Authority are asked to submit a resume and letter indicating their desire to serve by 5 p.m. Tuesday, May 29. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or jhwitter@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official meeting minutes and are subject to public records requests.

The Escambia County Housing Finance Authority was established in accordance with Florida law. The authority's duties are to assist in eliminating shortages of adequate housing, stop reoccurrence of slum conditions and stimulate employment and commerce. Knowledge in the area of labor, finance or commerce required. Authority members serve a four-year term of office. Financial disclosure is required.

Requirements:

- The authority's regular meetings are held the second Tuesday of every month and typically last between one to two hours (i.e. 24 hours annually). Board members are also required to attend special meetings that are occasionally called on an "as needed" basis in connection with proposed multi- and single-family financings.
- Board members must review various documents (official statements, trust statements, loan agreements, etc.) prior to each monthly meeting.

Preparation time generally ranges from one hour for a normal meeting, to four to six hours if there is a substantial item on the agenda.

- Board members are also required to be available for any bond issue closings that occur during the year and to also make time during the month to consult with the executive director (and/or be available to sign documents, checks, etc.) as needed in connection with routine authority business.
- Board members are also strongly encouraged to participate in various educational workshops and conferences sponsored by the National and Florida Associations of Local Housing Finance Authorities (approximately two a year) in an effort to stay abreast of emerging trends and changes to all the various laws and regulations in the housing finance and municipal finance industries (such as their due diligence responsibilities before approving a bond issue, SEC/MSRB regulations, disclosure responsibilities, etc.) that impact the authority's mission of providing safe, decent and affordable housing.

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Click here to unsubscribe from email alerts.

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.

Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13674 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Florida Medicare Provider Revalidation
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Department of Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Department of Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application, CMS-855B, as authorized official, for revalidation of Escambia County Board of County Commissioners, D/B/A Escambia County EMS (Emergency Medical Services), as a Florida Medicare Provider.

BACKGROUND:

The Department of Health & Human Services, Centers for Medicare & Medicare Services is conducting a revalidation project for all currently enrolled Medicare Providers. Medicare requires all enrolled providers to revalidate enrollment, at least, every five years. Revalidation requires the provider to complete the application as if it is a new, non-enrolled provider. Non response to the request for revalidation will result in withholding of Medicare payments for services provided by Escambia County EMS and, subsequently, the deactivation of its Medicare billing privileges.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Application has been approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of documents signed by the Chairman on its behalf.

IMPLEMENTATION/COORDINATION:

Tamika Williams, Public Safety Business Operations Manager, will be responsible to ensure that the fully executed application is submitted within the established timeframe.

Attachments

CMS-855B

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Office of the County Administrator
221 Palafox Place
Pensacola, FL 32502
(850) 595-4947
(850) 595-4908
www.myescambia.com

July 5, 2018

First Coast Service Options
JN Provider Enrollment
P.O Box 3409
Mechanicsburg, PA 17055-1849

Re: CMS-855B
Government entity attestation (Section 5)

Dear Sir/Madam:

As Chairman of the Escambia County Board of County Commissioners, and on behalf of the Escambia County Board of County Commissioners, I hereby attest that Escambia County will be legally and financially responsible in the event that there is any outstanding debt owed to CMS in conjunction with Escambia County's Medicare Enrollment Application (CMS-855B) submitted herewith.

Sincerely,

Jeff Bergosh, Chairman
Escambia County Board of County Commissioners

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Escambia County
Emergency Medical Servives
Rolling Stock Inventory

Active Listing

6/26/2018

Asset Number	Vehicle Description	Unit	BLS Permit #	ALS Permit #	Plate #	Customer Vehicle Identification #	Acquisition Date	Purchase Price	Horton Production #	Horton SN	Safety Vision Asset Number	Safety Vision SN	Modem Type	Modem Serial #
58242	2008 Navistar 603-1	01	5175	15564	218318	1HTMNAAM49H107922	05/15/09	$191,995	13956	4-240913956	59894	19212020033		
58499	2010 Navistar 603-1	02	5179	15917	220550	IHTMNAAM4AH271465	01/05/10	$188,874	14286	4-240914286	59895	19212020034		
58498	2010 Navistar 603-1	03	5178	15916	197980	IHTMNAAM2AH271464	01/05/10	$188,874	14287	4-240914287	59896	19212030030		
58244	2010 Navistar 603-1	04	5174	15565	236754	1HTMNAAM3AH172040	05/15/09	$184,745	13958	4-240913958	59897	19212020025	cradle Point	WA171200019182
60150	2013 Navistar 603-1	05	5160	17601	166017	1HTMYSKL8DH309433	10/31/12	$209,244	15193	9-251215193	N/A	N/A		
58243	2009 Navistar 603-1	06	5176	15563	200540	1HTMNAAM7AH172039	05/15/09	$184,745	13957	4-240913957	N/A	N/A	Cradle Point	
61834	2014 Navistar 603-1	07	5167	18998	200539	3HAMNAAL4FL686200	04/06/15	$231,000	16404	16404	N/A	N/A	Cradle Point	
60583	2013 FORD 450- 457-1	08	5164	18128	220549	1FDUF4GT8DEB31298	09/13/13	$169,018	15658	8-301315658	59909	19212020030		
59117	2011 Navistar 603-1	09	5180	16680	203827	3HAMNAAL2BL410933	06/01/11	$203,328	14772	4-221114772	Unknown	Unknown		
60582	2013 FORD 450 457-1	10	5163	18127	214395	1FDUF4GT6DEB31297	09/13/13	$169,018	15657	8-231315657	N/A	Unknown		
62041	2015 Navistar 603-1	11	5170	19041	TA9900	3HAMNAAL8FL686203	06/09/15	$169,061	16400	16400	59899	19212020026		
61835	2014 Navistar 603-1	12	5168	18999	203826	3HAMNAAL6FL686201	04/06/15	$231,000	16405	16405	N/A	N/A		
60584	2013 FORD 450 457-1	13	5165	18129	220551	1FDUF4GT3DEB37106	09/13/13	$169,018	15659	8-301315659	N/A	Unknown		
59118	2011 Navistar 603-1	14	5181	16681	220545	3HAMNAAL4BL410934	06/01/11	$203,328	14773	4-22114773	Unknown	Unknown		
60152	2013 Navistar 603-1	15	5161	17603	195231	1HTMYSKL1DH309435	10/31/12	$209,244	15195	10-31215195	N/A	N/A		
58497	2010 Navistar 603-1	16	5177	15915	197891	IHTMNAAMXAH272202	01/05/10	$188,874	14288	4-240914288	N/A	N/A		
60153	2013 Navistar 603-1	17	5162	17604	212363	1HTMYSKL2DH323117	10/31/12	$209,244	15371	10-191215371	N/A	N/A		
60585	2014 Navistar 603-1	18	5166	18130	221998	1HTMYSKL2EH772847	09/13/13	$215,495	15660	8-281315660	N/A	Unknown		
63019	2017 Navistar 603-1	19	5205	20917	TA5862	1HTMNMML1HH442770	05/27/17	$247,960	17948	C161717948	63019	Unknown		
62629	2013 Navistar 603-1	20	5182	19829	214396	3HAMNAAL1DL200083	03/01/16	$221,495	17263	17263	N/A	N/A	Cradle Point	
62630	2013 Navistar 603-1	21	5183	19830	TA2505	3HAMNAAL5DL200085	03/01/16	$221,495	17264	17264	N/A	N/A		
63020	2017 Navistar 603-1	22	5204	20916	TA5864	1HTMNMML3HH442771	05/25/17	$247,960	17949					
62042	2015 Navistar 603-1	23	5169	19040	TA5861	3HAMNAAL8FL686202	06/27/15	$169,061	16399	16399	59902	19212020038		
62992	2016 Navistar 603-1	24	5184	20089	TA9899	1HTMNMMLXGH377559	08/22/16	$219,107						
62993	2016 Navistar 603-1	25	5185	20090	TA5863	1HTMNMML6GH377560	08?22/16	$218,094	17257	M010612590				
62994	2016 Navistar 603-1	26	5187	20298	212362	1HTMNMML8GH377561	02/28/17	$195,000	17258	M010612589				
62995	2016 Navistar 603-1	27	5186	20297	203828	1HTMNMMLXGH377562	02/28/17	$192,294	17259	N050713106			Cradle Point	WA171200018867
57748	2007 Navistar 603-1	28	5171	14971	TA9938	3HTMNAAMX8N698469	06/27/08	$179,000	13525	6-160813525	59907	19212020039		
57747	2007 Navistar 603-1	29	5172	14972	TA9937	3HTMNAAM68N698470	06/27/08	$179,000	13526	6-160813526	59906	19212020029		
58003	2008 Navistar 603-1	30	5173	15232	TB0419	1HTMNAAM29H107921	11/17/08	$179,278	13677	6-160813677	59908	19212020031		
30														
42481	Trailer, 7'x14' (White-Car Seat)	T2		N/A	70549	1WC200F22S3002528	05/01/04	$5,497	N/A					
51268	Trailer, 8'x20'(White-St MCI/WMD)	T4		N/A	214383	1WC200J2X33049084	10/04/04	$20,302	N/A				@Fire Station 6	
53614	2005 CHEVY 4500 (St MCI/WMD)	60		N/A	224581	1GBE4C1215F505419	01/05/05	$63,500	N/A				Odyssey Platform - No Asset #	
62990	F250	70		N/A		1FT7X2A64GED40631				Stockclerks	54813	Unknown		
55087	2006 FORD EXPEDITION													
61446	2014 Ford Expedition, 131 XL	42		N/A	192152	1FMJK1F51EEF59473	09/17/14	$43,721	N/A	Supervisor				
58626	2010 FORD EXPLORER	43		N/A		1FMEU7DEXAUA64707				Dr. Henning			GETAC #59504	
62989		44		N/A	TE6210	1FMJK1GT7HEA26917				Chief White			Transparent Asset	
61252	2015 FORD F-250	50		N/A	212349	1FT7X2A671FEA63973	07/24/14	$38,058	N/A	Fleet Manager			GETAC #59491	
57428	2008 FORD EXPEDITION	80		5065/018705	TA9924	1FMFK16588LA79369	06/27/08	$33,938	N/A	BLS 1st Resp	59910	19212020035		
58246	2009 FORD EXPEDITION	81		18706	192102	1FMFK165X9EA96812	06/29/09	$39,057	N/A	ALS 1st Resp	59911	19212020040		
60293	2013 FORD EXPEDITION, 131 XL	82		N/A	234580	1FMJK1G52DEF51895	06/18/13	$47,034	N/A	Supervisor			GETAC #59499	
60294	2013 FORD EXPEDITION, 131 XL	83		N/A	234581	1FMJK1G54DEF51896	06/18/13	$47,034	N/A	Supervisor	59898	19212020021		
58600	2010 FORD EXPEDITION	84		N/A	232313	1FMJK1G53AEB49749	04/07/10	$36,340	N/A	BLS 1st Resp	59912	19212020023		
62483	2016 Ford Expedition	85		N/A		1FMJK1FT2GEF23423				Chief Kenney				
62484	2016 Ford Expedition	86		N/A		1FMJK1FT4GEF23424				Chief Salter				

MEDICARE ENROLLMENT APPLICATION

Clinics/Group Practices and Certain Other Suppliers

CMS-855B

SEE PAGE 1 TO DETERMINE IF YOU ARE COMPLETING THE CORRECT APPLICATION.

SEE PAGE 2 FOR INFORMATION ON WHERE TO MAIL THIS APPLICATION.

SEE PAGE 35 TO FIND A LIST OF THE SUPPORTING DOCUMENTATION THAT MUST BE SUBMITTED WITH THIS APPLICATION.

CMS
CENTERS for MEDICARE & MEDICAID SERVICES

Form Approved
OMB NO. 0938-0685
Expires: 08/19

WHO SHOULD SUBMIT THIS APPLICATION

Clinics and group practices can apply for enrollment in the Medicare program or make a change in their enrollment information using either:

- The Internet-based Provider Enrollment, Chain and Ownership System (PECOS), or
- The paper enrollment application process (e.g., CMS 855B).

For additional information regarding the Medicare enrollment process, including Internet-based PECOS, go to *http://www.cms.gov/MedicareProviderSupEnroll.*

Clinics and group practices who are enrolled in the Medicare program, but have not submitted the CMS 855B since 2003, are required to submit a Medicare enrollment application (i.e., Internet-based PECOS or the CMS 855B) as an initial application when reporting a change for the first time.

The following suppliers must complete this application to initiate the enrollment process:

- Ambulance Service Supplier
- Ambulatory Surgical Center
- Clinic/Group Practice
- Independent Clinical Laboratory
- Independent Diagnostic Testing Facility (IDTF)
- Intensive Cardiac Rehabilitation Supplier
- Mammography Center
- Mass Immunization (Roster Biller Only)
- Part B Drug Vendor
- Portable X-ray Supplier
- Radiation Therapy Center

If your supplier type is not listed above, contact your designated fee-for-service contractor before you submit this application.

Complete and submit this application if you are an organization/group that plans to bill Medicare and you are:

- A **medical practice or clinic that will bill for Medicare Part B services** (e.g., group practices, clinics, independent laboratories, portable x-ray suppliers).
- A **hospital or other medical practice or clinic** that may bill for Medicare Part A services but will also bill for Medicare Part B practitioner services or provide purchased laboratory tests to other entities that bill Medicare Part B.
- **Currently enrolled with a Medicare fee-for-service contractor but need to enroll in another fee-for-service contractor's jurisdiction** (e.g., you have opened a practice location in a geographic territory serviced by another Medicare fee-for-service contractor).
- **Currently enrolled in Medicare and need to make changes to your enrollment data** (e.g., you have added or changed a practice location). Changes must be reported in accordance with the timeframes established in 42 C.F.R. § 424.516(d). (IDTF changes of information must be reported in accordance with 42 C.F.R. § 410.33.)

BILLING NUMBER INFORMATION

The National Provider Identifier (NPI) is the standard unique health identifier for health care providers and is assigned by the National Plan and Provider Enumeration System (NPPES). **As a Medicare health supplier, you must obtain an NPI prior to enrolling in Medicare or before submitting a change for your existing Medicare enrollment information.** Applying for an NPI is a process separate from Medicare enrollment. As a supplier, it is your responsibility to determine if you have "subparts." A subpart is a component of an organization (supplier) that furnishes healthcare and is not itself a legal entity. If you do have subparts, you must determine if they should obtain their own unique NPIs. Before you complete this enrollment application, you need to make those determinations and obtain NPI(s) accordingly.

Important: For NPI purposes, sole proprietors and sole proprietorships are considered to be "Type 1" providers. Organizations (e.g., corporations, partnerships) are treated as "Type 2" entities. When reporting the NPI of a sole proprietor on this application, therefore, the individual's Type 1 NPI should be reported; for organizations, the Type 2 NPI should be furnished.

To obtain an NPI, you may apply online at *https://NPPES.cms.hhs.gov*. For more information about subparts, visit *www.cms.gov/NationalProvIdentStand* to view the "Medicare Expectations Subparts Paper."

The Medicare Identification Number, often referred to as a Provider Transaction Access Number (PTAN) or Medicare "legacy" number, is a generic term for any number other than the NPI that is used to identify a Medicare supplier.

INSTRUCTIONS FOR COMPLETING AND SUBMITTING THIS APPLICATION

- Type or print all information so that it is legible. Do not use pencil.
- Report additional information within a section by copying and completing that section for each additional entry.
- Attach all required supporting documentation.
- Keep a copy of your completed Medicare enrollment package for your records.
- Send the completed application with original signatures and all required documentation to your designated Medicare fee-for-service contractor.

AVOID DELAYS IN YOUR ENROLLMENT

To avoid delays in the enrollment process, you should:

- Complete all required sections.
- Ensure that the legal business name shown in Section 2 matches the name on the tax documents.
- Ensure that the correspondence address shown in Section 2 is the supplier's address.
- Enter your NPI in the applicable sections.
- Enter all applicable dates.
- Ensure that the correct person signs the application.
- Send your application and all supporting documentation to the designated fee-for-service contractor.

ADDITIONAL INFORMATION

For additional information regarding the Medicare enrollment process, visit *www.cms.gov/MedicareProviderSupEnroll*.

The fee-for-service contractor may request, at any time during the enrollment process, documentation to support and validate information reported on the application. You are responsible for providing this documentation in a timely manner.

Certain information you provide on this application is considered to be protected under 5 U.S.C. Section 552(b)(4) and/or (b)(6), respectively. For more information, see the last page of this application for the Privacy Act Statement.

MAIL YOUR APPLICATION

The Medicare fee-for-service contractor (also referred to as a carrier or a Medicare administrative contractor) that services your State is responsible for processing your enrollment application. To locate the mailing address for your fee-for-service contractor, go to *www.cms.gov/MedicareProviderSupEnroll*.

NEW ENROLLEES AND THOSE WITH A NEW TAX ID NUMBER

If you are:

- Enrolling in the Medicare program for the first time with this Medicare fee-for-service contractor under this tax identification number.
- Already enrolled with a Medicare fee-for-service contractor but are establishing a practice location in another fee-for-service contractor's jurisdiction.
- Enrolled with a Medicare fee-for-service contractor but have a new tax identification number. If you are reporting a change to your tax identification number, you must complete a new application.
- A hospital or an individual hospital department that is enrolling with a fee-for-service contractor to bill for Part B services.

The following actions apply to Medicare suppliers already enrolled in the program:

ENROLLED MEDICARE SUPPLIERS

Reactivation

To reactivate your Medicare billing privileges, submit this enrollment application. In addition, prior to being reactivated, you must be able to submit a valid claim and meet all current requirements for your supplier type before reactivation may occur.

Voluntary Termination

A supplier should voluntarily terminate its Medicare enrollment when it:

- Will no longer be rendering services to Medicare patients, or
- Is planning to cease (or has ceased) operations.

Change of Ownership

If a hospital, ambulatory surgical center, or portable X-ray supplier is undergoing a change of ownership (CHOW) in accordance with the principles outlined in 42 C.F.R. 489.18, the entity must submit a new application for the new ownership.

Change of Information

A change of information should be submitted if you are changing, adding or deleting information under your current tax identification number.

Changes in your existing enrollment data must be reported to the fee-for-service contractor in accordance with 42 C.F.R. § 424.516 (Physician and Non Physician Practitioner Organizations). (IDTF changes of information must comply with the provisions found at 42 C.F.R. § 410.33.)
If you are already enrolled in Medicare and are not receiving Medicare payments via EFT, any change to your enrollment information will require you to submit a CMS-588 form. All future payments will then be made via EFT.

Revalidation

CMS may require you to submit or update your enrollment information. The fee-for-service contractor will notify you when it is time for you to revalidate your enrollment information. Do not submit a revalidation application until you have been contacted by the fee-for-service contractor.

SECTION 1: BASIC INFORMATION
ALL APPLICANTS MUST COMPLETE THIS SECTION *(See instructions for details.)*

A. Check one box and complete the required sections.

REASON FOR APPLICATION	BILLING NUMBER INFORMATION	REQUIRED SECTIONS
☐ You are a **new enrollee** in Medicare	Enter your Medicare Identification Number *(if issued)* and the NPI you would like to link to this number in Section 4.	**Complete all applicable sections** **Ambulance suppliers** must complete **Attachment 1** **IDTF suppliers** must complete **Attachment 2**
☐ You are **enrolling in another fee-for-service contractor's jurisdiction**	Enter your Medicare Identification Number *(if issued)* and the NPI you would like to link to this number in Section 4.	**Complete all applicable sections** **Ambulance suppliers** must complete **Attachment 1** **IDTF suppliers** must complete **Attachment 2**
☐ You are **reactivating** your Medicare enrollment	Enter your Medicare Identification Number *(if issued)* and the NPI you would like to link to this number in Section 4. Medicare Identification Number(s) *(if issued):* National Provider Identifier *(if issued):*	**Complete all applicable sections** **Ambulance suppliers** must complete **Attachment 1** **IDTF suppliers** must complete **Attachment 2**
☐ You are **voluntarily terminating** your Medicare enrollment. (This is not the same as "opting out" of the program)	Effective Date of Termination: Medicare Identification Number(s) to Terminate *(if issued):* National Provider Identifier *(if issued):*	Sections **1, 2B1, 13,** and either **15 or 16** If you are terminating an employment arrangement with a physician assistant, complete Sections **1A, 2G, 13,** and either **15 or 16**

SECTION 1: BASIC INFORMATION *(Continued)*
ALL APPLICANTS MUST COMPLETE THIS SECTION *(See instructions for details.)*

A. Check one box and complete the required sections.

REASON FOR APPLICATION	BILLING NUMBER INFORMATION	REQUIRED SECTIONS
☐ You are **changing** your Medicare information	Medicare Identification Number: A0431 National Provider Identifier *(if issued)*: 1518960426	Go to Section 1B
☒ You are **revalidating** your Medicare enrollment	Enter your Medicare Identification Number *(if issued)* and the NPI you would like to link to this number in Section 4.	**Complete all applicable sections** **Ambulance suppliers** must complete **Attachment 1** **IDTF suppliers** must complete **Attachment 2**

SECTION 1: BASIC INFORMATION *(Continued)*

B. Check all that apply and complete the required sections:

	REQUIRED SECTIONS
☐ Identifying Information	**1, 2** (complete only those sections that are changing), **3, 13,** and either **15** (if you are an authorized official) **or 16** (if you are a delegated official), and **6** for the signer if that authorized or delegated official has not been established for this supplier
☐ Final Adverse Actions/Convictions	**1, 2B1, 3, 13,** and either **15** (if you are an authorized official) **or 16** (if you are a delegated official), and **6** for the signer if that authorized or delegated official has not been established for this supplier
☐ Practice Location Information, Payment Address & Medical Record Storage Information	**1, 2B1, 3, 4** (complete only those sections that are changing), **13,** and either **15** (if you are an authorized official) **or 16** (if you are a delegated official), and **6** for the signer if that authorized or delegated official has not been established for this supplier
☐ Change of Ownership (Hospitals, Portable X-Ray Suppliers & Ambulatory Surgical Centers Only)	**Complete all sections and provide a copy of the sales agreement**
☒ Ownership Interest and/or Managing Control Information (Organizations)	**1, 2B1, 3, 5, 13,** and either **15** (if you are an authorized official) **or 16** (if you are a delegated official), and **6** for the signer if that authorized or delegated official has not been established for this supplier
☐ Ownership Interest and/or Managing Control Information (Individuals)	**1, 2B1, 3, 6, 13,** and either **15** (if you are an authorized official) **or 16** (if you are a delegated official), and **6** for the signer if that authorized or delegated official has not been established for this supplier
☐ Billing Agency Information	**1, 2B1, 3, 8** (complete only those sections that are changing), **13,** and either **15** (if you are an authorized official) **or 16** (if you are a delegated official), and **6** for the signer if that authorized or delegated official has not been established for this supplier
☐ Authorized Official(s)	**1, 2B1, 3, 13, 15 or 16** (if you are a delegated official), and **6** for the signer if that authorized or delegated official has not been established for this supplier
☐ Delegated Official(s) (Optional)	**1, 2B1, 3, 13, 15, 16,** and **6** for the signer if that delegated official has not been established for this supplier.

SECTION 1: BASIC INFORMATION *(Continued)*

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS (ONLY)	REQUIRED SECTIONS
☐ Geographic Area	**1, 2B1, 3, 13, and 15** if you are the authorized official **or 16** if you are the delegated official **Attachment 1(A)**
☒ State License Information	**1, 2B1, 3, 13, and 15** if you are the authorized official **or 16** if you are the delegated official **Attachment 1(B)**
☐ Paramedic Intercept Services Information	**1, 2B1, 3, 13, and 15** if you are the authorized official **or 16** if you are the delegated official **Attachment 1(C)**
☒ Vehicle Information	**1, 2B1, 3, 13, and 15** if you are the authorized official **or 16** if you are the delegated official **Attachment 1(D)**
ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES (ONLY)	**REQUIRED SECTIONS**
☐ CPT-4 and HCPCS Codes	**1, 2B1, 3, 13, and 15** if you are the authorized official **or 16** if you are the delegated official **Attachment 2(B)**
☐ Interpreting Physician Information	**1, 2B1, 3, 13, and 15** if you are the authorized official **or 16** if you are the delegated official **Attachment 2(C)**
☐ Personnel (Technicians) Who Perform Tests	**1, 2B1, 3, 13, and 15** if you are the authorized official **or 16** if you are the delegated official **Attachment 2(D)**
☐ Supervising Physician(s)	**1, 2B1, 3, 13, and 15** if you are the authorized official **or 16** if you are the delegated official **Attachment 2(E)**
☐ Liability Insurance Information	**1, 2B1, 3, 13, and 15** if you are the authorized official **or 16** if you are the delegated official **Attachment 2(F)**

SECTION 2: IDENTIFYING INFORMATION

A. Type of Supplier

Check the appropriate box to identify the type of supplier you are enrolling as with Medicare. If you are more than one type of supplier, submit a separate application for each type. If you change the type of service that you provide (i.e., become a different supplier type), submit a new application.

Your organization must meet all Federal and State requirements for the type of supplier checked below.

TYPE OF SUPPLIER: ***(Check one only)***

- ☒ Ambulance Service Supplier
- ☐ Ambulatory Surgical Center
- ☐ Clinic/Group Practice
- ☐ Hospital Department(s)
- ☐ Independent Clinical Laboratory
- ☐ Independent Diagnostic Testing Facility
- ☐ Intensive Cardiac Rehabilitation
- ☐ Mammography Center
- ☐ Mass Immunization (Roster Biller Only)
- ☐ Pharmacy
- ☐ Physical/Occupational Therapy Group in Private Practice
- ☐ Portable X-ray Supplier
- ☐ Radiation Therapy Center
- ☐ Other *(Specify)*: _____

B. Supplier Identification Information

1. BUSINESS INFORMATION

Legal Business Name (not the "Doing Business As" name) as reported to the Internal Revenue Service

Escambia County, Board of County Commissioners

Tax Identification Number

59-6000598

Other Name	Type of Other Name
Escambia County, EMS	☐ Former Legal Business Name ☒ Doing Business As Name ☐ Other *(Specify)*: _____

Identify how your business is registered with the IRS. **(NOTE:** If your business is a Federal and/or State government provider or supplier, indicate "Non-Profit" below.)

☐ Proprietary ☒ Non-Profit

NOTE: If a checkbox indicating Proprietary or non-profit status is not completed, the provider/supplier will be defaulted to "Proprietary."

Identify the type of organizational structure of this provider/supplier *(Check one)*

☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Sole Proprietor ☒ Other *(Specify)*: Local Government

Incorporation Date *(mm/dd/yyyy) (if applicable)*	State Where Incorporated *(if applicable)*

Is this supplier an Indian Health Facility enrolling with the designated Indian Health Service (IHS) Medicare Administrative Contractor (MAC)?

☐ Yes ☒ No

SECTION 2: IDENTIFYING INFORMATION *(Continued)*

2. STATE LICENSE INFORMATION/CERTIFICATION INFORMATION

Provide the following information if the supplier has a State license/certification to operate as the supplier type for which you are enrolling.

☐ State License Not Applicable

License Number	State Where Issued
1703	Florida
Effective Date *(mm/dd/yyyy)*	**Expiration/Renewal Date *(mm/dd/yyyy)***
10/03/2014	12/31/2018

Certification Information

☐ Certification Not Applicable

Certification Number	State Where Issued
Certification of Public Convenience & Necessity	Florida
Effective Date *(mm/dd/yyyy)*	**Expiration/Renewal Date *(mm/dd/yyyy)***
01/01/2018	12/31/2018

3. CORRESPONDENCE ADDRESS

Provide contact information for the entity or person listed in Question 1 of this section. Once enrolled, the information provided below will be used by the fee-for-service contractor if it needs to contact you directly. This address cannot be a billing agency's address.

Mailing Address Line 1 *(Street Name and Number)*			
6575 North "W" Street			
Mailing Address Line 2 *(Suite, Room, etc.)*			
City/Town		**State**	**ZIP Code + 4**
Pensacola		FL	32505-1714
Telephone Number	**Fax Number *(if applicable)***	**E-mail Address *(if applicable)***	
(850) 471-6425	(850) 471-6455	tlwilliams@myescambia.com	

C. Hospitals Only

This section should only be completed by hospitals that are currently enrolled or enrolling with a fee-for-service contractor (the Part A Medicare contractor), and will be billing a fee-for-service contractor for Medicare Part B services, as follows:

- Hospitals that need departmental billing numbers to bill for Part B practitioner services.
- Hospitals requiring a Part B billing number to provide pathology services.
- Hospitals requiring a Medicare Part B billing number to provide purchased tests to other Medicare Part B billers.
- If the hospital requires more than one departmental Part B billing number, list each department needing a number.

If your organization is not a hospital, and believes it will need a Part B billing number, contact the designated fee-for-service contractor to determine if this form should be submitted.

SECTION 2: IDENTIFYING INFORMATION *(Continued)*

C. Hospitals Only *(Continued)*

NOTE: If your hospital is enrolling a clinic that is not provider-based, do not complete this section.

Check ☐ "Clinic/Group Practice" in Section 2A and complete this entire application for the clinic.

1. Are you going to:
   ☐ bill for the entire hospital with one billing number? (If yes, continue to Section 2D.)
   ☐ separately bill for each hospital department? (If yes, answer Question 2.)
2. List the hospital departments for which you plan to bill separately:

DEPARTMENT	MEDICARE IDENTIFICATION NUMBER	NPI

D. Comments/Special Circumstances

Explain any unique circumstances concerning your practice location, the method by which you render health care services, etc.

E. Physical Therapy (PT) and Occupational Therapy (OT) Groups Only

1. Are all of the group's PT/OT services rendered in patients' homes or in the group's private office space? ☐ YES ☐ NO
2. Does this group maintain private office space? ☐ YES ☐ NO
3. Does this group own, lease, or rent its private office space? ☐ YES ☐ NO
4. Is this private office space used exclusively for the group's private practice? ☐ YES ☐ NO
5. Does this group provide PT/OT services outside of its office and/or patients' homes? ☐ YES ☐ NO

If you responded YES to any of the questions 2–5 above, submit a copy of the lease agreement that gives the group exclusive use of the facilities for PT/OT services.

F. Accreditation for Ambulatory Surgical Centers (ASCs) Only

NOTE: Copy and complete this section if more than one accreditation needs to be reported.

Check one of the following and furnish any additional information as requested:

☐ The enrolling ASC supplier is accredited.

☐ The enrolling ASC supplier is not accredited (includes exempt providers).

Name of Accrediting Organization

Effective Date of Current Accreditation *(mm/dd/yyyy)*	Expiration of Current Accreditation *(mm/dd/yyyy)*

SECTION 2: IDENTIFYING INFORMATION *(Continued)*

G. Termination of Physician Assistants *(Only)*

Complete this section to delete employed physician assistants from your group or clinic.

EFFECTIVE DATE OF DEPARTURE	PHYSICIAN ASSISTANT'S NAME	PHYSICIAN ASSISTANT'S MEDICARE IDENTIFICATION NUMBER	PHYSICIAN ASSISTANT'S NPI

H. Advanced Diagnostic Imaging (ADI) Suppliers Only

This section must be completed by all suppliers that also furnish and will bill Medicare for ADI services. All suppliers furnishing ADI services MUST be accredited in each ADI Modality checked below to qualify to bill Medicare for those services.

Check each ADI modality this supplier will furnish and the name of the Accrediting Organization that accredited that ADI Modality for this supplier.

☐ **Magnetic Resonance Imaging (MRI)**

Name of Accrediting Organization for MRI

Effective Date of Current Accreditation *(mm/dd/yyyy)*	Expiration Date of Current Accreditation *(mm/dd/yyyy)*

☐ **Computed Tomography (CT)**

Name of Accrediting Organization for CT

Effective Date of Current Accreditation *(mm/dd/yyyy)*	Expiration Date of Current Accreditation *(mm/dd/yyyy)*

☐ **Nuclear Medicine (NM)**

Name of Accrediting Organization for NM

Effective Date of Current Accreditation *(mm/dd/yyyy)*	Expiration Date of Current Accreditation *(mm/dd/yyyy)*

☐ **Positron Emission Tomography (PET)**

Name of Accrediting Organization for PET

Effective Date of Current Accreditation *(mm/dd/yyyy)*	Expiration Date of Current Accreditation *(mm/dd/yyyy)*

SECTION 3: FINAL ADVERSE LEGAL ACTIONS/CONVICTIONS

This section captures information on final adverse legal actions, such as convictions, exclusions, revocations, and suspensions. All applicable final adverse legal actions must be reported, regardless of whether any records were expunged or any appeals are pending.

Convictions

1. The provider, supplier, or any owner of the provider or supplier was, within the last 10 years preceding enrollment or revalidation of enrollment, convicted of a Federal or State felony offense that CMS has determined to be detrimental to the best interests of the program and its beneficiaries. Offenses include:

   Felony crimes against persons and other similar crimes for which the individual was convicted, including guilty pleas and adjudicated pre-trial diversions; financial crimes, such as extortion, embezzlement, income tax evasion, insurance fraud and other similar crimes for which the individual was convicted, including guilty pleas and adjudicated pre-trial diversions; any felony that placed the Medicare program or its beneficiaries at immediate risk (such as a malpractice suit that results in a conviction of criminal neglect or misconduct); and any felonies that would result in a mandatory exclusion under Section 1128(a) of the Act.

2. Any misdemeanor conviction, under Federal or State law, related to: (a) the delivery of an item or service under Medicare or a State health care program, or (b) the abuse or neglect of a patient in connection with the delivery of a health care item or service.
3. Any misdemeanor conviction, under Federal or State law, related to theft, fraud, embezzlement, breach of fiduciary duty, or other financial misconduct in connection with the delivery of a health care item or service.
4. Any felony or misdemeanor conviction, under Federal or State law, relating to the interference with or obstruction of any investigation into any criminal offense described in 42 C.F.R. Section 1001.101 or 1001.201.
5. Any felony or misdemeanor conviction, under Federal or State law, relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

Exclusions, Revocations, or Suspensions

1. Any revocation or suspension of a license to provide health care by any State licensing authority. This includes the surrender of such a license while a formal disciplinary proceeding was pending before a State licensing authority.
2. Any revocation or suspension of accreditation.
3. Any suspension or exclusion from participation in, or any sanction imposed by, a Federal or State health care program, or any debarment from participation in any Federal Executive Branch procurement or non-procurement program.
4. Any current Medicare payment suspension under any Medicare billing number.
5. Any Medicare revocation of any Medicare billing number.

SECTION 3: FINAL ADVERSE ACTIONS/CONVICTIONS *(Continued)*

FINAL ADVERSE HISTORY

1. Has your organization, under any current or former name or business identity, ever had any of the final adverse actions listed on page 13 of this application imposed against it?

   ☐ YES–Continue Below ☒ NO–Skip to Section 4

2. If yes, report each final adverse action, when it occurred, the Federal or State agency or the court/ administrative body that imposed the action, and the resolution, if any.

   Attach a copy of the final adverse action documentation and resolution.

FINAL ADVERSE ACTION	DATE	TAKEN BY	RESOLUTION
N/A			

SECTION 4: PRACTICE LOCATION INFORMATION

INSTRUCTIONS

This section captures information about the physical location(s) where you currently provide health care services. If you operate a mobile facility or portable unit, provide the address for the "Base of Operations," as well as vehicle information and the geographic area serviced by these facilities or units.

Only report those practice locations within the jurisdiction of the Medicare fee-for-service contractor to which you will submit this application. If you have practice locations in another Medicare fee-for-service contractor's jurisdiction, complete a separate enrollment application (CMS-855B) for those practice locations and submit it to the Medicare fee-for-service contractor that has jurisdiction over those locations.

Provide the specific street address as recorded by the United States Postal Service. Do not provide a P.O. Box. If you provide services in a hospital and/or other health care facility for which you bill Medicare directly for the services rendered at that facility, provide the name and address of the hospital or facility.

MOBILE FACILITY AND/OR PORTABLE UNIT

A "mobile facility" is generally a mobile home, trailer, or other large vehicle that has been converted, equipped, and licensed to render health care services. These vehicles usually travel to local shopping centers or community centers to see and treat patients inside the vehicle.

A "portable unit" is when the supplier transports medical equipment to a fixed location (e.g., physician's office, nursing home) to render services to the patient.

The most common types of mobile facilities/portable units are mobile IDTFs, portable X-ray suppliers, portable mammography, and mobile clinics. Physicians and non-physician practitioners (e.g., nurse practitioners, physician assistants) who perform services at multiple locations (e.g., house calls, assisted living facilities) are not considered to be mobile facilities/portable units.

SECTION 4: PRACTICE LOCATION INFORMATION *(Continued)*

A. Practice Location Information

If you see patients in more than one practice location, copy and complete Section 4A for each location.

To ensure that CMS establishes the correct association between your Medicare legacy number and your NPI, providers and suppliers must list a Medicare legacy number—NPI combination for each practice location. If you have multiple NPIs associated with both a single legacy number and a single practice location, please list below all NPIs and associated legacy numbers for that practice location.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

If you are enrolling for the first time, or if you are adding a new practice location, the date you provide should be the date you saw your first Medicare patient at this location.

Practice Location Name *("Doing Business As" name if different from Legal Business Name)*

Practice Location Street Address Line 1 *(Street Name and Number – NOT a P.O. Box)*

Practice Location Street Address Line 2 *(Suite, Room, etc.)*

City/Town	State	ZIP Code + 4
Telephone Number	Fax Number *(if applicable)*	E-mail Address *(if applicable)*

Date you saw your first Medicare patient at this practice location *(mm/dd/yyyy)*

Medicare Identification Number *(if issued)*	National Provider Identifier
Medicare Identification Number *(if issued)*	National Provider Identifier
Medicare Identification Number *(if issued)*	National Provider Identifier
Medicare Identification Number *(if issued)*	National Provider Identifier
Medicare Identification Number *(if issued)*	National Provider Identifier

Is this practice location a:

☐ Group practice office/clinic
☐ Hospital
☐ Retirement/assisted living community
☐ Skilled Nursing Facility and/or Nursing Facility
☐ Other health care facility
*(Specify):*_____

CLIA Number for this location *(if applicable)*

Attach a copy of the most current CLIA certifications for each of the practice locations reported on this application

FDA/Radiology (Mammography) Certification Number for this location *(if issued)*

Attach a copy of the most current FDA certifications for each of the practice locations reported on this application.

SECTION 4: PRACTICE LOCATION INFORMATION *(Continued)*

B. Where do you want remittance notices or special payments sent?
If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

Medicare will issue payments via electronic funds transfer (EFT). Since payments will be made by EFT, the "Special Payments" address should indicate where all other payment information (e.g., remittance notices, special payments) should be sent.

☒ "Special Payments" address is the same as the practice location (only one address is listed in Section 4A). Skip to Section 4C.

☐ "Special Payments" address is different than that listed in Section 4A, or multiple locations are listed. Provide address below.

"Special Payments" Address Line 1 *(PO Box or Street Name and Number)*

6575 North "W" Street

"Special Payments" Address Line 2 *(Suite, Room, etc.)*

City/Town	State	ZIP Code + 4
Pensacola	FL	32505-1714

C. Where do you keep patients' medical records?
If you store patients' medical records (current and/or former patients) at a location other than the location in Section 4A or 4E, complete this section with the address of the storage location.

Post Office boxes and drop boxes are not acceptable as physical addresses where patients' records are maintained. For IDTFs and mobile facilities/portable units, the patients' medical records must be under the supplier's control. The records must be the supplier's records, not the records of another supplier. If this section is not completed, you are indicating that all records are stored at the practice locations reported in Section 4A or 4E.

SECTION 4: PRACTICE LOCATION INFORMATION *(Continued)*

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

First Medical Record Storage Facility (for current and former patients)

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

Storage Facility Address Line 1 *(Street Name and Number)*

Storage Facility Address Line 2 *(Suite, Room, etc.)*

City/Town	State	ZIP Code + 4

Second Medical Record Storage Facility (for current and former patients)

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

Storage Facility Address Line 1 *(Street Name and Number)*

Storage Facility Address Line 2 *(Suite, Room, etc.)*

City/Town	State	ZIP Code + 4

SECTION 4: PRACTICE LOCATION INFORMATION *(Continued)*

D. Rendering Services in Patients' Homes

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

Furnish the city/town, State and ZIP code for all locations where health care services are rendered in patients' homes. If you provide health care services in more than one State and those States are serviced by different Medicare fee-for-service contractors, complete a separate CMS-855B enrollment application for each Medicare fee-for-service contractor's jurisdiction.

If you are adding or deleting an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

☐ Entire State of _____

If you are providing services in selected cities/towns, furnish the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

SECTION 4: PRACTICE LOCATION INFORMATION *(Continued)*

E. Base of Operations Address for Mobile or Portable Suppliers (Location of Business Office or Dispatcher/Scheduler)

The base of operations is the location from where personnel are dispatched, where mobile/portable equipment is stored, and when applicable, where vehicles are parked when not in use.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

Check here ☐ and skip to Section 4F if the "Base of Operations" address is the same as the "Practice Location" listed in Section 4A.

Street Address Line 1 *(Street Name and Number)*

Street Address Line 2 *(Suite, Room, etc.)*

City/Town	State	ZIP Code + 4
Telephone Number	Fax Number *(if applicable)*	E-mail Address *(if applicable)*

F. Vehicle Information

If the mobile health care services are rendered inside a vehicle, such as a mobile home or trailer, furnish the following vehicle information. Do not provide information about vehicles that are used only to transport medical equipment (e.g., when the equipment is transported in a van but is used in a fixed setting, such as a doctor's office) or ambulance vehicles. If more than two vehicles are used, copy and complete this section as needed.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE FOR EACH VEHICLE	TYPE OF VEHICLE *(van, mobile home, trailer, etc.)*	VEHICLE IDENTIFICATION NUMBER
☐ CHANGE ☐ ADD ☐ DELETE		
Effective Date:		
☐ CHANGE ☐ ADD ☐ DELETE		
Effective Date:		

For each vehicle, submit a copy of all health care related permits/licenses/registrations.

SECTION 4: PRACTICE LOCATION INFORMATION *(Continued)*

G. Geographic Location for Mobile Or Portable Suppliers Where the Base of Operations and/or Vehicle Renders Services

Provide the city/town, State, and ZIP Code for all locations where mobile and/or portable services are rendered.

NOTE: If you provide mobile or portable health care services in more than one State and those States are serviced by different Medicare fee-for-service contractors, complete a separate enrollment application (CMS-855B) for each Medicare fee-for-service contractor's jurisdiction.

INITIAL REPORTING AND/OR ADDITIONS

If you are reporting or adding an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

☐ Entire State of _____

If services are provided in selected cities/towns, provide the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

DELETIONS

If you are deleting an entire State, it is not necessary to report each city/town. Simply check the box below and specify the State.

☐ Entire State of _____

If services you are deleting are furnished in selected cities/towns, provide the locations below. Only list ZIP codes if you are not servicing the entire city/town.

CITY/TOWN	STATE	ZIP CODE

SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ORGANIZATIONS)

NOTE: Only report organizations in this section. Individuals must be reported in Section 6.

Complete this section with information about all organizations that have 5 percent or more (direct or indirect) ownership interest of, any partnership interest in, and/or managing control of, the supplier identified in Section 2, as well as information on any adverse legal actions that have been imposed against that organization. For examples of organizations that should be reported here, visit our Web site: *www.cms.hhs.gov/MedicareProviderSupEnroll*. If there is more than one organization that should be reported, copy and complete this section for each.

MANAGING CONTROL (ORGANIZATIONS)

Any organization that exercises operational or managerial control over the supplier, or conducts the day-to-day operations of the supplier, is a managing organization and must be reported. The organization need not have an ownership interest in the supplier in order to qualify as a managing organization. For instance, it could be a management services organization under contract with the supplier to furnish management services for the business.

SPECIAL TYPES OF ORGANIZATIONS

Governmental/Tribal Organizations

If a Federal, State, county, city or other level of government, or an Indian tribe, will be legally and financially responsible for Medicare payments received (including any potential overpayments), the name of that government or Indian tribe should be reported as an owner. The supplier must submit a letter on the letterhead of the responsible government (e.g., government agency) or tribal organization that attests that the government or tribal organization will be legally and financially responsible in the event that there is any outstanding debt owed to CMS. This letter must be signed by an appointed or elected official of the government or tribal organization who has the authority to legally and financially bind the government or tribal organization to the laws, regulations, and program instructions of the Medicare program.

Non-Profit, Charitable and Religious Organizations

Many non-profit organizations are charitable or religious in nature, and are operated and/or managed by a board of trustees or other governing body. The actual name of the board of trustees or other governing body should be reported in this section. While the organization should be listed in Section 5, individual board members should be listed in Section 6. Each non-profit organization should submit a copy of a 501(c)(3) document verifying its non-profit status.

SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ORGANIZATIONS) *(Continued)*

All organizations that have any of the following must be reported in Section 5:

- 5 percent or more ownership of the supplier,
- Managing control of the supplier, or
- A partnership interest in the supplier, regardless of the percentage of ownership the partner has.

Owning/Managing organizations are generally one of the following types:

- Corporations (including non-profit corporations)
- Partnerships and Limited Partnerships (as indicated above)
- Limited Liability Companies
- Charitable and/or Religious organizations
- Governmental and/or Tribal organizations

A. Organization with Ownership Interest and/or Managing Control—Identification Information

☐ Not Applicable

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☒ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*	11/30/2017		

Check all that apply:

☐ 5 Percent or More Ownership Interest ☐ Partner ☒ Managing Control

Legal Business Name as Reported to the Internal Revenue Service

Escambia County, Board of County Commissioners

"Doing Business As" Name *(if applicable)*

Escambia County, EMS

Address Line 1 *(Street Name and Number)*

6575 North "W" Street

Address Line 2 *(Suite, Room, etc.)*

City/Town	State	ZIP Code + 4
Pensacola	FL	32505-1714

Telephone Number	Fax Number *(if applicable)*	E-mail Address *(if applicable)*
(850) 595-4910	(850) 595-0478	jwbergosh@myescambia.com

NPI *(if issued)*	Tax Identification Number *(Required)*	Medicare Identification Number(s) *(if issued)*
1518960426	59-6000598	A0431

What is the effective date this owner acquired ownership of the provider identified in Section 2B1 of this application? *(mm/dd/yyyy)* 10/01/1975

What is the effective date this organization acquired managing control of the provider identified in Section 2B1 of this application? *(mm/dd/yyyy)* 10/01/1975

NOTE: Furnish both dates if applicable.

SECTION 5: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ORGANIZATIONS) *(Continued)*

B. Final Adverse Legal Action History

If reporting a change to existing information, check "Change," provide the effective date of the change, and complete the appropriate fields in this section.

☐ Change
Effective Date:_____

1. Has this individual in Section 5A above, under any current or former name or business identity, ever had a final adverse legal action listed on page 13 of this application imposed against him/her?

   ☐ YES–Continue Below ☒ NO–Skip to Section 6

2. If YES, report each final adverse legal action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

   Attach a copy of the final adverse legal action documentation and resolution.

FINAL ADVERSE LEGAL ACTION	DATE	TAKEN BY	RESOLUTION

SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS)

NOTE: Only Individuals should be reported in Section 6. Organizations must be reported in Section 5. For more information on "direct" and "indirect" owners, go to *www.cms.hhs.gov/MedicareProviderSupEnroll.*

The supplier MUST have at least ONE owner and/or managing employee.

The following individuals must be reported in Section 6A:

- All persons who have a 5 percent or greater direct or indirect ownership interest in the supplier;
- If (and only if) the supplier is a corporation (whether for-profit or non-profit), all officers and directors of the supplier;
- All managing employees of the supplier;
- All individuals with a partnership interest in the supplier, regardless of the percentage of ownership the partner has; and
- Authorized and delegated officials.

Example: A supplier is 100 percent owned by Company C, which itself is 100 percent owned by Individual D. Assume that Company C is reported in Section 5A as an owner of the supplier. Assume further that Individual D, as an indirect owner of the supplier, is reported in Section 6A. Based on this example, the supplier would check the "5 percent or Greater Direct/Indirect Owner" box in Section 6A.

NOTE: All partners within a partnership must be reported on this application. This applies to both "General" and "Limited" partnerships. For instance, if a limited partnership has several limited partners and each of them only has a 1 percent interest in the supplier, each limited partner must be reported on this application, even though each owns less than 5 percent. The 5 percent threshold primarily applies to corporations and other organizations that are not partnerships.

Non-Profit, Charitable or Religious Organizations: If you are a non-profit charitable or religious organization that has no organizational or individual owners (only board members, directors or managers), you should submit with your application a 501(c)(3) document verifying non-profit status.

For purposes of this application, the terms "officer," "director," and "managing employee" are defined as follows:

Officer is any person whose position is listed as being that of an officer in the supplier's "articles of incorporation" or "corporate bylaws," or anyone who is appointed by the board of directors as an officer in accordance with the supplier's corporate bylaws.

Director is a member of the supplier's "board of directors." It does not necessarily include a person who may have the word "director" in his/her job title (e.g., departmental director, director of operations). Moreover, where a supplier has a governing body that does not use the term "board of directors," the members of that governing body will still be considered "directors." Thus, if the supplier has a governing body titled "board of trustees" (as opposed to "board of directors"), the individual trustees are considered "directors" for Medicare enrollment purposes.

Managing Employee means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts, the day-to-day operations of the supplier, either under contract or through some other arrangement, regardless of whether the individual is a W-2 employee of the supplier.

NOTE: If a governmental or tribal organization will be legally and financially responsible for Medicare payments received (per the instructions for Governmental/Tribal Organizations in Section 5), the supplier is only required to report its managing employees in Section 6. Owners, partners, officers, and directors do not need to be reported, except those who are listed as authorized or delegated officials on this application.

Any information on final adverse actions that have been imposed against the individuals reported in this section must be furnished. If there is more than one individual, copy and complete this section for each individual. Owners, Authorized Officials and/or Delegated Officials must complete this section.

SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS) *(Continued)*

A. Individuals with Ownership Interest and/or Managing Control—Identification Information
If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

The name, date of birth, and social security number of each person listed in this Section must coincide with the individual's information as listed with the Social Security Administration.

First Name	Middle Initial	Last Name	Jr., Sr., etc.	Title

Date of Birth *(mm/dd/yyyy)*	Place of Birth *(State)*	Country of Birth

Social Security Number *(Required)*	Medicare Identification Number *(if issued)*	NPI *(if issued)*

What is the above individual's relationship with the supplier in Section 2B1? *(Check all that apply.)*

☐ 5 Percent or Greater Direct/Indirect Owner
☐ Authorized Official
☐ Delegated Official
☐ Partner
☐ Director/Officer
☐ Contracted Managing Employee
☐ Managing Employee (W-2)

What is the effective date this owner acquired ownership of the provider identified in Section 2B1 of this application? *(mm/dd/yyyy)* _____

What is the effective date this individual acquired managing control of the provider identified in Section 2B1 of this application? *(mm/dd/yyyy)* _____

NOTE: Furnish both dates if applicable.

SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS) *(Continued)*

B. Final Adverse Legal Action History

Complete this section for the individual reported in Section 6A above. If reporting a change to existing information, check "change," provide the effective date of the change and complete the appropriate fields in this section.

☐ Change
Effective Date:_____

1. Has this individual in Section 6A above, under any current or former name or business identity, ever had a final adverse legal action listed on page 13 of this application imposed against him/her?

   ☐ YES–Continue Below ☒ NO–Skip to Section 8

2. If YES, report each final adverse legal action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

   Attach a copy of the final adverse legal action documentation and resolution.

FINAL ADVERSE LEGAL ACTION	DATE	TAKEN BY	RESOLUTION

SECTION 7: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 8: BILLING AGENCY INFORMATION

A billing agency is a company or individual that you contract with to prepare and submit your claims. If you use a billing agency, you are responsible for the claims submitted on your behalf.

☒ **Check here if this section does not apply and skip to Section 13.**

BILLING AGENCY NAME AND ADDRESS

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

Legal Business/Individual Name as Reported to the Social Security Administration or the Internal Revenue Service	If Individual, Billing Agent Date of Birth *(mm/dd/yyyy)*
"Doing Business As" Name *(if applicable)*	Tax Identification/Social Security Number *(required)*
Billing Agency Street Address Line 1 *(Street Name and Number)*	
Billing Agency Street Address Line 2 *(Suite, Room, etc.)*	

City/Town	State	ZIP Code + 4

Telephone Number	Fax Number *(if applicable)*	E-mail Address *(if applicable)*

SECTION 9: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 10: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 11: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 12: FOR FUTURE USE (THIS SECTION NOT APPLICABLE)

SECTION 13: CONTACT PERSON

If questions arise during the processing of this application, the fee-for-service contractor will contact the individual shown below. If the contact person is either an authorized or delegated official, check the appropriate box below.

☐ Contact an Authorized Official listed in Section 15.

☒ Contact a Delegated Official listed in Section 16.

First Name	Middle Initial	Last Name	Jr., Sr., etc.
Jeff	W	Bergosh	Chairman

Telephone Number	Fax Number *(if applicable)*	E-mail Address *(if applicable)*
(850) 595-4910	(850) 595-0478	jwbergosh@myescambia.com

Address Line 1 *(Street Name and Number)*

221 Palafox Place

Address Line 2 *(Suite, Room, etc.)*

Suite 130

City/Town	State	ZIP Code + 4
Pensacola	FL	32502-5833

SECTION 14: PENALTIES FOR FALSIFYING INFORMATION

This section explains the penalties for deliberately falsifying information in this application to gain or maintain enrollment in the Medicare program.

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

   Individual offenders are subject to fines of up to $250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to $500,000 (18 U.S.C. § 3571). Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.

2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against any individual who, "knowingly and willfully," makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a Federal health care program.

   The offender is subject to fines of up to $25,000 and/or imprisonment for up to five years.

3. The Civil False Claims Act, 31 U.S.C. § 3729, imposes civil liability, in part, on any person who:

   a) knowingly presents, or causes to be presented, to an officer or any employee of the United States Government a false or fraudulent claim for payment or approval;

   b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or

   c) conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

   The Act imposes a civil penalty of $5,000 to $10,000 per violation, plus three times the amount of damages sustained by the Government.

4. Section 1128A(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency...a claim...that the Secretary determines is for a medical or other item or service that the person knows or should know:

   a) was not provided as claimed; and/or

   b) the claim is false or fraudulent.

   This provision authorizes a civil monetary penalty of up to $10,000 for each item or service, an assessment of up to three times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.

5. 18 U.S.C. 1035 authorizes criminal penalties against individuals in any matter involving a health care benefit program who knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact; or makes any materially false, fictitious, or fraudulent statements or representations, or makes or uses any materially false fictitious, or fraudulent statement or entry, in connection with the delivery of or payment for health care benefits, items or services. The individual shall be fined or imprisoned up to 5 years or both.

6. 18 U.S.C. 1347 authorizes criminal penalties against individuals who knowing and willfully execute, or attempt, to executive a scheme or artifice to defraud any health care benefit program, or to obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by or under the control of any, health care benefit program in connection with the delivery of or payment for health care benefits, items, or services. Individuals shall be fined or imprisoned up to 10 years or both. If the violation results in serious bodily injury, an individual will be fined or imprisoned up to 20 years, or both. If the violation results in death, the individual shall be fined or imprisoned for any term of years or for life, or both.

7. The government may assert common law claims such as "common law fraud," "money paid by mistake," and "unjust enrichment."

   Remedies include compensatory and punitive damages, restitution, and recovery of the amount of the unjust profit.

SECTION 15: CERTIFICATION STATEMENT

An **AUTHORIZED OFFICIAL** means an appointed official (for example, chief executive officer, chief financial officer, general partner, chairman of the board, or direct owner) to whom the organization has granted the legal authority to enroll it in the Medicare program, to make changes or updates to the organization's status in the Medicare program, and to commit the organization to fully abide by the statutes, regulations, and program instructions of the Medicare program.

A **DELEGATED OFFICIAL** means an individual who is delegated by an authorized official the authority to report changes and updates to the supplier's enrollment record. A delegated official must be an individual with an "ownership or control interest" in (as that term is defined in Section 1124(a)(3) of the Social Security Act), or be a W-2 managing employee of, the supplier.

Delegated officials may not delegate their authority to any other individual. Only an authorized official may delegate the authority to make changes and/or updates to the supplier's Medicare status. Even when delegated officials are reported in this application, an authorized official retains the authority to make any such changes and/or updates by providing his or her printed name, signature, and date of signature as required in Section 15B.

NOTE: Authorized officials and delegated officials must be reported in Section 6, either on this application or on a previous application to this same Medicare fee-for-service contractor. **If this is the first time an authorized and/or delegated official has been reported on the CMS-855B, you must complete Section 6 for that individual.**

By his/her signature(s), an authorized official binds the supplier to all of the requirements listed in the Certification Statement and acknowledges that the supplier may be denied entry to or revoked from the Medicare program if any requirements are not met. All signatures must be original and in ink. Faxed, photocopied, or stamped signatures will not be accepted.

Only an authorized official has the authority to sign (1) the initial enrollment application on behalf of the supplier or (2) the enrollment application that must be submitted as part of the periodic revalidation process. A delegated official does not have this authority.

By signing this application, an authorized official agrees to immediately notify the Medicare fee-for-service contractor if any information furnished on the application is not true, correct, or complete. In addition, an authorized official, by his/her signature, agrees to notify the Medicare fee-for-service contractor of any future changes to the information contained in this form, after the supplier is enrolled in Medicare, in accordance with the timeframes established in 42 C.F.R. 424.516. (IDTF changes of information must be reported in accordance with 42 C.F.R. 410.33.)

The supplier can have as many authorized officials as it wants. If the supplier has more than two authorized officials, it should copy and complete this section as needed.

EACH AUTHORIZED AND DELEGATED OFFICIAL MUST HAVE AND DISCLOSE HIS/HER SOCIAL SECURITY NUMBER.

SECTION 15: CERTIFICATION STATEMENT *(Continued)*

A. Additional Requirements for Medicare Enrollment

These are additional requirements that the supplier must meet and maintain in order to bill the Medicare program. Read these requirements carefully. By signing, the supplier is attesting to having read the requirements and understanding them.

By his/her signature(s), the authorized official(s) named below and the delegated official(s) named in Section 16 agree to adhere to the following requirements stated in this Certification Statement:

1. I authorize the Medicare contractor to verify the information contained herein. I agree to notify the Medicare contractor of any future changes to the information contained in this application in accordance with the timeframes established in 42 C.F.R. § 424.516. I understand that any change in the business structure of this supplier may require the submission of a new application.
2. I have read and understand the Penalties for Falsifying Information, as printed in this application. I understand that any deliberate omission, misrepresentation, or falsification of any information contained in this application or contained in any communication supplying information to Medicare, or any deliberate alteration of any text on this application form, may be punished by criminal, civil, or administrative penalties including, but not limited to, the denial or revocation of Medicare billing privileges, and/or the imposition of fines, civil damages, and/or imprisonment.
3. I agree to abide by the Medicare laws, regulations and program instructions that apply to this supplier. The Medicare laws, regulations, and program instructions are available through the Medicare contractor. I understand that payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), and on the supplier's compliance with all applicable conditions of participation in Medicare.
4. Neither this supplier, nor any five percent or greater owner, partner, officer, director, managing employee, authorized official, or delegated official thereof is currently sanctioned, suspended, debarred, or excluded by the Medicare or State Health Care Program, e.g., Medicaid program, or any other Federal program, or is otherwise prohibited from supplying services to Medicare or other Federal program beneficiaries.
5. I agree that any existing or future overpayment made to the supplier by the Medicare program may be recouped by Medicare through the withholding of future payments.
6. I will not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare, and I will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.
7. I authorize any national accrediting body whose standards are recognized by the Secretary as meeting the Medicare program participation requirements, to release to any authorized representative, employee, or agent of the Centers for Medicare & Medicaid Services (CMS) a copy of my most recent accreditation survey, together with any information related to the survey that CMS may require (including corrective action plans).

SECTION 15: CERTIFICATION STATEMENT *(Continued)*

B. 1ST Authorized Official Signature

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

Authorized Official's Information and Signature

First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*

Telephone Number	Title/Position

Authorized Official Signature *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

(blue ink preferred)

C. 2ND Authorized Official Signature

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

Authorized Official's Information and Signature

First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*

Telephone Number	Title/Position

Authorized Official Signature *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

SECTION 16: DELEGATED OFFICIAL (OPTIONAL)

- You are not required to have a delegated official. However, if no delegated official is assigned, the authorized official(s) will be the only person(s) who can make changes and/or updates to the supplier's status in the Medicare program.
- The signature of a delegated official shall have the same force and effect as that of an authorized official, and shall legally and financially bind the supplier to the laws, regulations, and program instructions of the Medicare program. By his or her signature, the delegated official certifies that he or she has read the Certification Statement in Section 15 and agrees to adhere to all of the stated requirements. A delegated official also certifies that he/she meets the definition of a delegated official. When making changes and/or updates to the supplier's enrollment information maintained by the Medicare program, a delegated official certifies that the information provided is true, correct, and complete.
- Delegated officials being deleted do not have to sign or date this application.
- Independent contractors are not considered "employed" by the supplier, and therefore cannot be delegated officials.
- The signature(s) of an authorized official in Section 16 constitutes a legal delegation of authority to all delegated official(s) assigned in Section 16.
- If there are more than two individuals, copy and complete this section for each individual.

A. 1ST Delegated Official Signature

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		07/05/2018	

Delegated Official First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*
Jeff	W.	Bergosh	Chairman

Delegated Official Signature *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

☒ Check here if Delegated Official is a W-2 Employee	Telephone Number
	(850) 595-4910

Authorized Official's Signature Assigning this Delegation *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

(blue ink preferred)

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/22/18

SECTION 16: DELEGATED OFFICIAL (OPTIONAL)

B. 2ND Delegated Official Signature

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

Delegated Official First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*

Delegated Official Signature *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

☒ Check here if Delegated Official is a W-2 Employee	Telephone Number

Authorized Official's Signature Assigning this Delegation *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

(blue ink preferred)

All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

SECTION 17: SUPPORTING DOCUMENTS

This section lists the documents that, if applicable, must be submitted with this enrollment application. If you are newly enrolling, or are reactivating or revalidating your enrollment, you must provide all applicable documents. For changes, only submit documents that are applicable to that change.

The fee-for-service contractor may request, at any time during the enrollment process, documentation to support or validate information reported on the application. The Medicare fee-for-service contractor may also request documents from you, other than those identified in this Section 17, as are necessary to bill Medicare.

MANDATORY FOR ALL PROVIDER/SUPPLIER TYPES

- ☒ Written confirmation from the IRS confirming your Tax Identification Number with the Legal Business Name (e.g., IRS form CP 575) provided in Section 2.
  (**NOTE:** This information is needed if the applicant is enrolling their professional corporation, professional association, or limited liability corporation with this application or enrolling as a sole proprietor using an Employer Identification Number.)"
- ☐ Completed Form CMS-588, for Electronic Funds Transfer Authorization Agreement.
  (**NOTE:** If a supplier already receives payments electronically and is not making a change to its banking information, the CMS-588 is not required.)

MANDATORY FOR SELECTED PROVIDER/SUPPLIER TYPES

- ☐ Copy(s) of all documentation verifying IDTF Supervisory Physician(s) proficiency and/or State licenses or certification for IDTF non-physician personnel.
- ☒ Copy(s) of all documentation verifying the State licenses or certifications of the laboratory Director or non-physician practitioner personnel of an independent clinical laboratory.

MANDATORY, IF APPLICABLE

- ☐ Copy of IRS Determination Letter, if supplier is registered with the IRS as non-profit.
- ☐ Written confirmation from the IRS confirming your Limited Liability Company (LLC) is automatically classified as a Disregarded Entity. (e.g., Form 8832).
  (**NOTE:** A disregarded entity is an eligible entity that is treated as an entity not separate from its single owner for income tax purposes.
- ☐ Statement in writing from the bank. If Medicare payment due a supplier of services is being sent to a bank (or similar financial institution) with whom the supplier has a lending relationship (that is, any type of loan), then the supplier must provide a statement in writing from the bank (which must be in the loan agreement) that the bank has agreed to waive its right of offset for Medicare receivables.
- ☐ Copy(s) of all final adverse action documentation (e.g., notifications, resolutions, and reinstatement letters).
- ☐ Completed Form(s) CMS 855R, Reassignment of Medicare Benefits.
- ☐ Completed Form CMS-460, Medicare Participating Physician or Supplier Agreement.
- ☐ Copy of an attestation for government entities and tribal organizations.
- ☐ Copy of FAA 135 certificate (air ambulance suppliers).
- ☐ Copy(s) of comprehensive liability insurance policy (IDTFs only).

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0685. The time required to complete this information collection is estimated to 6 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Baltimore, Maryland 21244-1850.

DO NOT MAIL APPLICATIONS TO THIS ADDRESS. Mailing your application to this address will significantly delay application processing.

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS

All ambulance service suppliers enrolling in the Medicare program must complete this attachment.

A. Geographic Area

This section is to be completed with information about the geographic area in which this company provides ambulance services. If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

Provide the city/town, State, and ZIP code for all locations where this ambulance company renders services.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		07/05/2018	

NOTE: If the ambulance company has vehicles garaged within a different Medicare contractor's jurisdiction, a separate CMS-855B enrollment application must be submitted to that fee-for-service contractor.

1. INITIAL REPORTING AND/OR ADDITIONS

If services are provided in selected cities/towns, provide the locations below. List ZIP codes only if they are not within the entire city/town.

CITY/TOWN	STATE	ZIP CODE
Pensacola	Florida	
Century	Florida	

2. DELETIONS

If services are no longer provided in selected cities/towns, provide the locations below. List ZIP codes only if they are not within the entire city/town.

CITY/TOWN	STATE	ZIP CODE
Flomaton	Alabama	

B. State License Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

Crew members must complete continuing education requirements in accordance with State and local licensing laws. Evidence of re-certification must be retained with the employer in case it is required by the Medicare fee-for-service contractor.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		07/05/2018	

Is this ambulance company licensed in the State where services are rendered and billed for? ☒ YES ☐ NO

If NO, explain why:

If **YES**, provide the license information for the State where this ambulance service supplier will be rendering services and billing Medicare. Attach a copy of the current State license.

License Number	Issuing State *(if applicable)*	Issuing City/Town *(if applicable)*
1703	Florida	Tallahassee

Effective Date *(mm/dd/yyyy)*	Expiration Date *(mm/dd/yyyy)*
10/03/2014	12/14/2018

C. Paramedic Intercept Services Information

Paramedic Intercept Services involve an arrangement between a Basic Life Support (BLS) ambulance company and an Advanced Life Support (ALS) ambulance company whereby the latter provides the ALS services and the BLS ambulance company provides the transportation component. If such an arrangement exists between the enrolling ambulance company and another ambulance company, the enrolling ambulance company must attach a copy of the signed contract. For more information, see 42 C.F.R. 410.40.

If reporting a change to information about a previously reported agreement/contract, check "Change" and provide the effective date of the change.

☐ Change
Effective Date:_____

Does this ambulance company currently participate in a paramedic intercept services arrangement?

☐ YES ☒ NO

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		07/05/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
See Attached List	

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*

Does this vehicle provide:					
Advanced life support (Level 1)	☐ YES	☐ NO	Specialty care transport	☐ YES	☐ NO
Advanced life support (Level 2)	☐ YES	☐ NO	Land ambulance	☐ YES	☐ NO
Basic life support	☐ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☐ NO
Emergency runs	☐ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☐ NO
Non-emergency runs	☐ YES	☐ NO	Marine ambulance	☐ YES	☐ NO

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES

INDEPENDENT DIAGNOSTIC TESTING FACILITY (IDTF) PERFORMANCE STANDARDS

Below is a list of the performance standards that an IDTF must meet in order to obtain or maintain their Medicare billing privileges. These standards, in their entirety, can be found in 42 C.F.R section 410.33(g).

1. Operate its business in compliance with all applicable Federal and State licensure and regulatory requirements for the health and safety of patients.
2. Provides complete and accurate information on its enrollment application. Changes in ownership, changes of location, changes in general supervision, and adverse legal actions must be reported to the Medicare fee-for-service contractor on the Medicare enrollment application within 30 calendar days of the change. All other changes to the enrollment application must be reported within 90 calendar days.
3. Maintain a physical facility on an appropriate site. For the purposes of this standard, a post office box, commercial mail box, hotel or motel is not considered an appropriate site.
   (i) The physical facility, including mobile units, must contain space for equipment appropriate to the services designated on the enrollment application, facilities for hand washing, adequate patient privacy accommodations, and the storage of both business records and current medical records within the office setting of the IDTF, or IDTF home office, not within the actual mobile unit.
   (ii) IDTF suppliers that provide services remotely and do not see beneficiaries at their practice location are exempt from providing hand washing and adequate patient privacy accommodations.
4. Have all applicable diagnostic testing equipment available at the physical site excluding portable diagnostic testing equipment. A catalog of portable diagnostic equipment, including diagnostic testing equipment serial numbers, must be maintained at the physical site. In addition, portable diagnostic testing equipment must be available for inspection within two business days of a CMS inspection request. The IDTF must maintain a current inventory of the diagnostic testing equipment, including serial and registration numbers, provide this information to the designated fee-for-service contractor upon request, and notify the contractor of any changes in equipment within 90 days.
5. Maintain a primary business phone under the name of the designated business. The primary business phone must be located at the designated site of the business, or within the home office of the mobile IDTF units. The telephone number or toll free numbers must be available in a local directory and through directory assistance.
6. Have a comprehensive liability insurance policy of at least $300,000 per location that covers both the place of business and all customers and employees of the IDTF. The policy must be carried by a non-relative owned company. Failure to maintain required insurance at all times will result in revocation of the IDTF's billing privileges retroactive to the date the insurance lapsed. IDTF suppliers are responsible for providing the contact information for the issuing insurance agent and the underwriter. In addition, the IDTF must:
   (i) Ensure that the insurance policy must remain in force at all times and provide coverage of at least $300,000 per incident; and
   (ii) Notify the CMS designated contractor in writing of any policy changes or cancellations.
7. Agree not to directly solicit patients, which include, but is not limited to, a prohibition on telephone, computer, or in-person contacts. The IDTF must accept only those patients referred for diagnostic testing by an attending physician, who is furnishing a consultation or treating a beneficiary for a specific medical problem and who uses the results in the management of the beneficiary's specific medical problem. Nonphysician practitioners may order tests as set forth in §410.32(a)(3).

8. Answer, document, and maintain documentation of a beneficiary's written clinical complaint at the physical site of the IDTF (For mobile IDTFs, this documentation would be stored at their home office.) This includes, but is not limited to, the following:
   (i) The name, address, telephone number, and health insurance claim number of the beneficiary.
   (ii) The date the complaint was received; the name of the person receiving the complaint; and a summary of actions taken to resolve the complaint.
   (iii) If an investigation was not conducted, the name of the person making the decision and the reason for the decision.
9. Openly post these standards for review by patients and the public.
10. Disclose to the government any person having ownership, financial, or control interest or any other legal interest in the supplier at the time of enrollment or within 30 days of a change.
11. Have its testing equipment calibrated and maintained per equipment instructions and in compliance with applicable manufacturers suggested maintenance and calibration standards.
12. Have technical staff on duty with the appropriate credentials to perform tests. The IDTF must be able to produce the applicable Federal or State licenses or certifications of the individuals performing these services.
13. Have proper medical record storage and be able to retrieve medical records upon request from CMS or its fee-for-service contractor within 2 business days.
14. Permit CMS, including its agents, or its designated fee-for-service contractors, to conduct unannounced, on-site inspections to confirm the IDTF's compliance with these standards. The IDTF must be accessible during regular business hours to CMS and beneficiaries and must maintain a visible sign posting the normal business hours of the IDTF.
15. With the exception of hospital-based and mobile IDTFs, a fixed base IDTF does not include the following:
   (i) Sharing a practice location with another Medicare-enrolled individual or organization.
   (ii) Leasing or subleasing its operations or its practice location to another Medicare enrolled individual or organization.
   (iii) Sharing diagnostic testing equipment using in the initial diagnostic test with another Medicare-enrolled individual or organization.
16. Enrolls in Medicare for any diagnostic testing services that it furnishes to a Medicare beneficiary, regardless of whether the service is furnished in a mobile or fixed base location.
17. Bills for all mobile diagnostic services that are furnished to a Medicare beneficiary, unless the mobile diagnostic service is part of a service provided under arrangement as described in section 1861(w)(1) of the Act.

Instructions

If you perform diagnostic tests, other than clinical laboratory or pathology tests, and are required to enroll as an IDTF, you must complete this attachment. CMS requires the information in this attachment to determine whether the enrolling supplier meets all IDTF standards including, but not limited to, those listed on page 40 of this application. Not all suppliers that perform diagnostic tests are required to enroll as an IDTF.

Diagnostic Radiology

Many diagnostic tests are radiological procedures that require the professional services of a radiologist. A radiologist's practice is generally different from those of other physicians because radiologists usually do not bill E&M codes or treat a patient's medical condition on an ongoing basis. A radiologist or group practice of radiologists is not necessarily required to enroll as an IDTF. If enrolling as a diagnostic radiology group practice or clinic and billing for the technical component of diagnostic radiological tests without enrolling as an IDTF (if the entity is a free standing diagnostic facility), it should contact the carrier to determine that it does not need to enroll as an IDTF.

A mobile IDTF that provides X-ray services is not classified as a portable X-ray supplier.

Regulations governing IDTFs can be found at 42 C.F.R. 410.33.

CPT-4 and HCPCS Codes—Report all CPT-4 and HCPCS codes for which this IDTF will bill Medicare. Include the following:

- Provide the CPT-4 or HCPCS codes for which this IDTF intends to bill Medicare,
- The name and type of equipment used to perform the reported procedure, and
- The model number of the reported equipment.

The IDTF should report all Current Procedural Terminology, Version 4 (CPT-4) codes, Healthcare Common Procedural Coding System codes (HCPCS), and types of equipment (including the model number), for which it will perform tests, supervise, interpret, and/or bill. All codes reported must be for diagnostic tests that an IDTF is allowed to perform. Diagnostic tests that are clearly surgical in nature, which must be performed in a hospital or ambulatory surgical center, should not be reported.

Consistent with IDTF supplier standard 6 on page 40 of this application, all IDTFs enrolling in Medicare must have a comprehensive liability insurance policy of at least $300,000 per location, that covers both the place of business and all customers and employees of the IDTF. The policy must be carried by a non-relative owned company. Failure to maintain the required insurance at all times will result in revocation of the Medicare supplier billing number, retroactive to the date the insurance lapsed. Malpractice insurance policies do not demonstrate compliance with this requirement.

All IDTFs must submit a complete copy of the aforementioned liability insurance policy with this application.

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES *(Continued)*

A. Standards Qualifications

Provide the date this Independent Diagnostic Testing Facility met all current CMS standards *(mm/dd/yyyy)*

B. CPT-4 and HCPCS Codes

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

All codes reported here must be for diagnostic tests that an IDTF is allowed to perform. Diagnostic tests that are clearly surgical in nature, which must be performed in a hospital or ambulatory surgical center, should not be reported. Clinical laboratory and pathology codes should not be reported. This page may be copied for additional codes or equipment.

	CPT–4 OR HCPCS CODE	EQUIPMENT	MODEL NUMBER *(Required)*
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

C. Interpreting Physician Information

Check here ☐ if this section does not apply because the interpreting physician will bill separate from the IDTF.

All physicians whose interpretations will be billed by this IDTF with the technical component (TC) of the test (i.e., global billing) must be listed in this section. If there are more than three physicians, copy and complete this section as needed. All interpreting physicians must be currently enrolled in the Medicare program.

If you are billing for interpretations as an individual reassigning benefits, the interpreting physician must complete the Reassignment of Benefits Form (CMS 855R). Note: Both the IDTF and individual physician must be enrolled with the fee-for-service contractor where the IDTF is located.

If you are billing for purchased interpretations, all requirements for purchased interpretations must be met.

When a mobile unit of the IDTF performs a technical component of a diagnostic test and the interpretive physician is the same physician who ordered the test, the IDTF cannot bill for the interpretation. Therefore, these interpreting physicians should not be reported since the interpretive physician must submit his/her own claims for these tests.

1ST Interpreting Physician Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*

Social Security Number *(Required)*	Date of Birth *(mm/dd/yyyy) (Required)*
Medicare Identification Number *(if issued)*	**NPI**

2ND Interpreting Physician Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*

Social Security Number *(Required)*	Date of Birth *(mm/dd/yyyy) (Required)*
Medicare Identification Number *(if issued)*	**NPI**

3RD Interpreting Physician Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*

Social Security Number *(Required)*	Date of Birth *(mm/dd/yyyy) (Required)*
Medicare Identification Number *(if issued)*	**NPI**

D. Personnel (Technicians) Who Perform Tests

Complete this section with information about all non-physician personnel who perform tests for this IDTF. Notarized or certified true copies of the State license or certificate should be attached.

1ST PERSONNEL (TECHNICIAN) INFORMATION

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*

Social Security Number *(Required)*	Date of Birth *(mm/dd/yyyy) (Required)*

Is this technician State licensed or State certified? *(see instructions for clarification)* ☐ YES ☐ NO

License/Certification Number *(if applicable)*	License/Certification Issue Date *(mm/dd/yyyy) (if applicable)*

Is this technician certified by a national credentialing organization? ☐ YES ☐ NO

Name of credentialing organization *(if applicable)*	Type of Credentials *(if applicable)*

Is this technician employed by a hospital? ☐ YES ☐ NO

If **YES**, provide the name of the hospital here: _____

2ND Personnel (Technician) Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*

Social Security Number *(Required)*	Date of Birth *(mm/dd/yyyy) (Required)*

Is this technician State licensed or State certified? *(see instructions for clarification)* ☐ YES ☐ NO

License/Certification Number *(if applicable)*	License/Certification Issue Date *(mm/dd/yyyy) (if applicable)*

Is this technician certified by a national credentialing organization? ☐ YES ☐ NO

Name of credentialing organization *(if applicable)*	Type of Credentials *(if applicable)*

Is this technician employed by a hospital? ☐ YES ☐ NO

If YES, provide the name of the hospital here: _____

E. Supervising Physicians

Complete this section with identifying information about the physician(s) who supervise the operation of the IDTF and who provides the personal, direct, or general supervision per 42 C.F.R. 410.32(b)(3). The supervising physician must also attest to his/her supervising responsibilities for the enrolling IDTF.

Information concerning the type of supervision (personal, direct, or general) required for performance of specific IDTF tests can be obtained from your Medicare fee-for-service contractor. All IDTFs must report at least one supervisory physician, and at least one supervising physician must perform the supervision requirements stated in 42 C.F.R. 410.32(b)(3). All supervisory physician(s) must be currently enrolled in Medicare.

The type of supervision being performed by each physician who signs the attestation on page 47 of this application should be listed in this section.

Definitions of the types of supervision are as follows:

- **Personal Supervision** means a physician must be in attendance in the room during the performance of the procedure.
- **Direct Supervision** means the physician must be present in the office suite and immediately available to provide assistance and direction throughout the performance of the procedure. It does not mean that the physician must be present in the room when the procedure is performed.
- **General Supervision** means the procedure is provided under the physician's overall direction and control, but the physician's presence is not required during the performance of the procedure. General supervision also includes the responsibility that the non-physician personnel who perform the tests are qualified and properly trained and that the equipment is operated properly, maintained, calibrated and that necessary supplies are available.

ATTACHMENT 2: INDEPENDENT DIAGNOSTIC TESTING FACILITIES *(Continued)*

E. Supervising Physicians *(Continued)*

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*

Social Security Number *(Required)*	Date of Birth *(mm/dd/yyyy) (Required)*
Medicare Identification Number *(if issued)*	**NPI**

Telephone Number	Fax Number *(if applicable)*	E-mail Address *(if applicable)*

TYPE OF SUPERVISION PROVIDED

Check the appropriate box below indicating the type of supervision provided by the physician reported above for the tests performed by the IDTF in accordance with 42 C.F.R. 410.32 (b)(3) (See instructions for definitions).

☐ Personal Supervision ☐ Direct Supervision ☐ General Supervision

For each physician performing General Supervision, at least one of the three functions listed here must be checked. However, to meet the General Supervision requirement, in accordance with 42 C.F.R. 410.33(b), the enrolling IDTF must have at least one supervisory physician for each of the three functions. For example, two physicians may be responsible for function 1, a third physician may be responsible for function 2, and a fourth physician may be responsible for function 3. All four supervisory physicians must complete and sign the supervisory physician section of this application. Each physician should only check the function(s) he/she actually performs.

☐ Assumes responsibility for the overall direction and control of the quality of testing performed.

☐ Assumes responsibility for assuring that the non-physician personnel who actually perform the diagnostic procedures are properly trained and meet required qualifications.

☐ Assumes responsibility for the proper maintenance and calibration of the equipment and supplies necessary to perform the diagnostic procedures.

OTHER SUPERVISION SITES

Does this supervising physician provide supervision at any other IDTF? ☐ YES ☐ NO

If yes, list all other IDTFs for which this physician provides supervision. For more than five, copy this sheet.

	NAME OF FACILITY	ADDRESS	TAX IDENTIFICATION NUMBER	LEVEL OF SUPERVISION
1.				
2.				
3.				
4.				
5.				

E. Supervising Physicians *(Continued)*

ATTESTATION STATEMENT FOR SUPERVISING PHYSICIANS

All Supervising Physician(s) rendering supervisory services for this IDTF must sign and date this section. All signatures must be original.

1. I hereby acknowledge that I have agreed to provide (IDTF Name)_____ with the Supervisory Physician services checked above for all CPT-4 and HCPCS codes reported in this Attachment. (See number 2 below if all reported CPT-4 and HCPCS codes do not apply). I also hereby certify that I have the required proficiency in the performance and interpretation of each type of diagnostic procedure, as reported by CPT-4 or HCPCS code in this Attachment (except for those CPT-4 or HCPCS codes identified in number 2 below). I have read and understand the Penalties for Falsifying Information on this Enrollment Application, as stated in Section 14 of this application. I am aware that falsifying information may result in fines and/or imprisonment. If I undertake supervisory responsibility at any additional IDTFs, I understand that it is my responsibility to notify this IDTF at that time.
2. I am not acting as a Supervising Physician for the following CPT-4 and/or HCPCS codes reported in this Attachment.

CPT–4 OR HCPCS CODE	CPT–4 OR HCPCS CODE	CPT–4 OR HCPCS CODE

3. Signature of Supervising Physician *(First, Middle, Last, Jr., Sr., M.D., D.O., etc.)*	Date *(mm/dd/yyyy)*

All signatures must be original and signed and dated in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

MEDICARE SUPPLIER ENROLLMENT APPLICATION PRIVACY ACT STATEMENT

The Centers for Medicare & Medicaid Services (CMS) is authorized to collect the information requested on this form by sections 1124(a)(1), 1124A(a)(3), 1128, 1814, 1815, 1833(e), and 1842(r) of the Social Security Act [42 U.S.C. §§ 1320a-3(a)(1), 1320a-7, 1395f, 1395g, 1395(l)(e), and 1395u(r)] and section 31001(l) of the Debt Collection Improvement Act [31 U.S.C. § 7701(c)].

The purpose of collecting this information is to determine or verify the eligibility of individuals and organizations to enroll in the Medicare program as suppliers of goods and services to Medicare beneficiaries and to assist in the administration of the Medicare program. This information will also be used to ensure that no payments will be made to providers who are excluded from participation in the Medicare program. All information on this form is required, with the exception of those sections marked as "optional" on the form. Without this information, the ability to make payments will be delayed or denied.

The information collected will be entered into the Provider Enrollment, Chain and Ownership System (PECOS). The information in this application will be disclosed according to the routine uses described below.

Information from these systems may be disclosed under specific circumstances to:

1. CMS contractors to carry out Medicare functions, collating or analyzing data, or to detect fraud or abuse;
2. A congressional office from the record of an individual health care provider in response to an inquiry from the congressional office at the written request of that individual health care practitioner;
3. The Railroad Retirement Board to administer provisions of the Railroad Retirement or Social Security Acts;
4. Peer Review Organizations in connection with the review of claims, or in connection with studies or other review activities, conducted pursuant to Part B of Title XVIII of the Social Security Act;
5. To the Department of Justice or an adjudicative body when the agency, an agency employee, or the United States Government is a party to litigation and the use of the information is compatible with the purpose for which the agency collected the information;
6. To the Department of Justice for investigating and prosecuting violations of the Social Security Act, to which criminal penalties are attached;
7. To the American Medical Association (AMA), for the purpose of attempting to identify medical doctors when the National Plan and Provider Enumeration System is unable to establish identity after matching contractor submitted data to the data extract provided by the AMA;
8. An individual or organization for a research, evaluation, or epidemiological project related to the prevention of disease or disability, or to the restoration or maintenance of health;
9. Other Federal agencies that administer a Federal health care benefit program to enumerate/enroll providers of medical services or to detect fraud or abuse;
10. State Licensing Boards for review of unethical practices or non-professional conduct;
11. States for the purpose of administration of health care programs; and/or
12. Insurance companies, self insurers, health maintenance organizations, multiple employer trusts, and other health care groups providing health care claims processing, when a link to Medicare or Medicaid claims is established, and data are used solely to process supplier's health care claims.

The supplier should be aware that the Computer Matching and Privacy Protection Act of 1988 (P.L. 100-503) amended the Privacy Act, 5 U.S.C. § 552a, to permit the government to verify information through computer matching.

Protection of Proprietary Information

Privileged or confidential commercial or financial information collected in this form is protected from public disclosure by Federal law 5 U.S.C. § 552(b)(4) and Executive Order 12600.

Protection of Confidential Commercial and/or Sensitive Personal Information

If any information within this application (or attachments thereto) constitutes a trade secret or privileged or confidential information (as such terms are interpreted under the Freedom of Information Act and applicable case law), or is of a highly sensitive personal nature such that disclosure would constitute a clearly unwarranted invasion of the personal privacy of one or more persons, then such information will be protected from release by CMS under 5 U.S.C. §§ 552(b)(4) and/or (b)(6), respectively.

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Shands Teaching Hospitals d/b/a UF Health ShandsCair has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport (BLS, ALS-transport, ALS non-transport) services with limitations as prescribed on this certificate.

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued September 21, 2017

Date of Expiration December 31, 2018
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

Pam Childers
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Jessica Whittle
Deputy Clerk

Board of County Commissioners
D.B Underhill, Chairman

BCC Approved: 09-21-2017

PUBLIC SAFETY BUREAU
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Non Transport and ALS Transport services with limitations as prescribed on this certificate.
(BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018

Date of Expiration December 31, 2018
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Board of County Commissioners
D.B. Underhill, Chairman

BCC Approved: 9/21/2017

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide

Advanced Life Support (Advanced Life or Basic Life Support) services to the citizens of Escambia County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport (BLS, ALS-transport, ALS non-transport) services with limitations as prescribed on this certificate.

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018

Date of Expiration December 31, 2018
(Unless certificate is sooner revoked or suspended)

Limitations: Provide ambulance ground transportation under this limited Certificate of Public Convenience and Necessity for patients between their aircraft and Pensacola hospitals as well as provide out of county ambulance transports in support of its air operations.

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

...am Childers
...erk of the Circuit Court

By: Jessica Mittle
Deputy Clerk

Board of County Commissioners
D.B. Underhill, Chairman

BCC Approved: 09-21-2017

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide Basic Life Support (Advanced Life or Basic Life Support) services to the citizens of Escambia County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide BLS Transport (BLS, ALS-transport, ALS non-transport) services with limitations as prescribed on this certificate.

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018

Date of Expiration December 31, 2018 (Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

Pam Childers
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FLA.

By: Deputy Clerk

Board of County Commissioners
D.B. Underhill, Chairman

BCC Approved: 09-21-2017

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Rocky Mountain Holdings, LLC, dba Air Methods Corporation has requested authorization to provide Advanced Life Support (Advanced Life or Basic Life Support) services to the citizens of Escambia County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport (BLS, ALS-transport, ALS non-transport) services with limitations as prescribed on this certificate.

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018

Date of Expiration December 31, 2018
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County SPECIAL CONDITIONS: Will respond to calls when requested by Escambia County Communications Dispatch or Emergency Medical Services on-scene paramedic or as listed in special operating procedures agreed to by Escambia County Emergency Medical Services and Air Methods Corporation.

Pam Childers
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO.

Jessica Mittle
Deputy Clerk

Board of County Commissioners
D.B. Underhill, Chairman

BCC Approved: 09-21-2017

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Sacred Heart Children's Hospital has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate.
(BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2018

Date of Expiration December 31, 2018
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

Pam Childers
Clerk of the Circuit Court

SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO.

By: Jessica Mittle
Deputy Clerk

Board of County Commissioners
D.B Underhill, Chairman

BCC Approved: 09-21-2017

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0458662575
Feb 11, 2014 LTR 147C
59-6000598

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2014 FEB 14 P 2:10
DISBURSEMENTS/CONTRACTS

COUNTY OF ESCAMBIA BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 140
PENSACOLA FL 32502-5833 405

Taxpayer Identification Number: 59-6000598

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of February 11th, 2014.

Your Employer Identification Number (EIN) is 59-6000598. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Nora A. Urany
1000247856
Customer Service Representative

Medicare Enrollment
for Providers and Suppliers

Payment Confirmation

Payment Tracking Details

Success! Your payment was successfully submitted. Please print this page and include it with your application materials as proof of payment.

PECOS Payment Tracking ID: 13609732172705698

Pay.gov.Tracking ID: 26ADQIP6

NPI: 1518960426

Legal Business Name: ESCAMMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Provider/Supplier Type: DMEPOS Supplier

Provider/Supplier Speciality Type: AMBULANCE SERVICE SUPPLIER

State: FLORIDA

TIN Type: EIN

TIN: XX-XXX0598

Fee-for-Service Contractor: NATIONAL SUPPLIER CLEARINGHOUSE

Payment Amount: $569

Note:

- Please remember to print this page as your proof of payment.

PAY FOR ANOTHER APPLICATION HOME

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14271 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/05/2018
Issue: FY 2018-2019 Detailed Work Plan Budget - Arthropod for the Mosquito Control Division
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2018-2019 Detailed Work Plan Budget - Arthropod Control for the Mosquito Control Division - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Fiscal Year 2018-2019 Detailed Work Plan Budget - Arthropod Control for the Mosquito Control Division, in the amount of $31,438.24, to supplement Mosquito Control's budget to cover expenses such as overtime, training, and chemicals, as a Grant from the Florida Department of Agriculture and Consumer Services.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703]

BACKGROUND:

The Florida Department of Agriculture and Consumer Services (FDACS) provides Escambia County with Grant Funds to supplement its Mosquito Control Division Budget. In order to receive the Fiscal Year 2018-2019 Grant, the County's Mosquito Control is required to provide a Detailed Work Plan Budget that shows how these funds will be used. The proposed Detailed Work Plan Budget is based on the next fiscal year's propsed County Budget. The Escambia County Management and Budget Services Department has reviewed this proposed Detailed Work Plan Budget for Fiscal Year 2018-2019 and found it to be acceptable. The State Grant funds will be appropriated under Fund 106, Cost Center 220703.

BUDGETARY IMPACT:

Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703
The revenue received from the Florida Department of Agriculture and Consumer Services will augment funds provided by the County to operate the Mosquito Control Division.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration associated with this recommendation.

PERSONNEL:

No Additional personal required associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A. This recommendation is in compliance with the Board of County Commisioners' policy governing Grant applications. This recommendation is consistent with Board's goals and objectives of capitalizing on alternate revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, the Natural Resources Management/Mosquito Control Division will forward the required documents to the appropriate State offices and implement the terms of the Grant.

Attachments

Detailed Work Plan Budget FY18-19

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 18	PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control Department
DATE:	ENDING SEPTEMBER 30, 20 19	DATE: 6/5/2018
APPROVED BY:	COUNTY or DISTRICT Escambia County, FL	APPROVED BY: Jeff Bergosh, Chairman Board of County Commissioners
DATE:	AUTHORITY: CHAPTER 388.341, F.S.	DATE:

PAGE 1 OF 6

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	RECEIPTS													
311	Ad Valorem (Current/Delinquent)													
					$ 592,622.00	$ -								
334.1	State Grant													
					$ -	$ 31,438.24								
362	Equipment Rentals													
					$ -	$ -								
337	Grants and Donations													
					$ -	$ -								
361	Interest Earnings													
					$ -	$ -								
364	Equipment and/or Other Sales													
					$ -	$ -								
369	Misc./Refunds (prior yr expenditures)													
					$ -	$ -								
380	Other Sources													
					$ -	$ -								
389	Loans													
					$ -	$ -								

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
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DATE:	ENDING SEPTEMBER 30, 20 19	DATE: 6/5/2018
APPROVED BY:	COUNTY or DISTRICT Escambia County, FL	APPROVED BY:
DATE:	AUTHORITY: CHAPTER 388.341, F.S.	Jeff Bergosh, Chairman Board of County Commissioners
		DATE:

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
10	**Personal Services**								
	M Mello, Division Manager	2080	34.7	$72,177	$72,177	$ -			
	E. Wise, Mosquito Control Supervisor	2080	15.86	$32,997	$32,997	$ -			
	J. Sanders, Fleet Maintenance Technician	2080	23.4	$48,684	$48,684	$ -			
	C. Rooker, Mosquito Control Technician	2080	15.11	$31,424	$31,424	$ -			
	J. Lee, Mosquito Control Technician	2080	11.94	$24,830	$24,830	$ -			
	K Betts, Mosquito Control Technician	2080	13.44	$27,958	$27,958	$ -			
	F. Hicks, Mosquito Control Technician	2080	13.05	$27,144	$27,144	$ -			
	G. Wiggins, Mosquito Control Technician	2080	13.05	$27,144	$27,144	$ -			
	D. Wood, Mosquito Control Technician	2080	11.59	$24,102	$24,102	$ -			
	A Binegar, Administrative Assistant	2080	15.89	$33,057	$33,057	$ -			
	Total				**$ 349,517.00**	**$ -**			
14	Overtime- Fogging Activity				**$ -**	**$ 6,221.24**			
20	**Personal Services Benefits**								
15	Special Pay				$ 4,800.00	$ -			
21	FICA				$ 27,105.00	$ 555.00			
22	Retirement				$ 29,267.00	$ 545.00			
23	Life + Health + Dental Insurance				$ 81,000.00	$ 1,586.00			
24	Workers Compensation				$ 26,032.00	$ 64.00			
	Total				**$ 168,204.00**	**$ 2,750.00**			
30	**Operating Expense**								
34	G & K Services- (5) Tech Uniform Rentals	146	5	$ 728.00	$ 728.00	$ -			
	G & K Services- (1) Lab Uniform Rental	94	1	$ 94.00	$ 94.00	$ -			
	G & K Services- (1) Supervisor Uniform Rental	267	1	$ 267.00	$ 267.00				
	Total				**$ 1,089.00**	**$ -**			
40	**Travel & Per Diem**								
	Director to Attend 2-3 Zika Conferences per year	250	2	$ 500.00	$ 500.00	$ -			
	(3) Employees to Attend DODD Jan 2018	966	3	$ 2,898.00	$ -	$ 2,898.00			
	(1) Employee to Attend Mosquito ID Course	1041	1	$ 1,041.00	$ -	$ 1,041.00			
	(4) Employeees to Attend FMCA Fall Meeting	500	4	$ 2,000.00	$ -	$ 2,000.00			

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.

Telephone Number (850) 617-7995

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Mosquito Control Program
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Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 18	PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control Department
DATE:	ENDING SEPTEMBER 30, 20 19	DATE: 6/5/2018
APPROVED BY:	COUNTY or DISTRICT Escambia County, FL	APPROVED BY: Jeff Bergosh, Chairman Board of County Commissioners
DATE:	AUTHORITY: CHAPTER 388.341, F.S.	DATE:

PAGE 3 OF 6

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
	Travel & Per Diem continued..								
	(2) Employees to Attend FMCA Conference	1802	2	$ 3,604.00	$ -	$ 3,604.00			
	Unexpected fee increase or costs for any training	50	3	$ 150.00	$ -	$ 150.00			
	Total				**$ 500.00**	**$ 9,693.00**			
41	**Communication Serv**								
	Director- Smart Phone	600	1	$ 600.00	$ 600.00	$ -			
	Techs/Admin/Mechanic flip phones	391	10	$ 3,910.00	$ 3,910.00	$ -			
	Repair/Repalcement or Addt'l fees/costs	95	2	$ 190.00	$ 190.00	$ -			
	Total				**$ 4,700.00**	**$ -**			
42	**Freight Services**								
	Mailing FDAC Samples to Tampa	15	24	$ 360.00	$ 360.00	$ -			
	General Postage	40	1	$ 40.00	$ 40.00	$ -			
	Mailing FDAC Samples to Tampa	15	6	$ 90.00	$ -	$ 90.00			
	Total				**$ 400.00**	**$ 90.00**			
43	**Utility Service**								
					$ -	$ -			
44	**Rentals & Leases**								
					$ -	**$ -**			
45	**Insurance**								
					$ -	**$ -**			
46	**Repairs & Maintenance**								
46.2	Maintenace of Auto Equipment	700	6	$ 4,200.00	$ 4,200.00	$ -			
46.2	Maintenace of Auto Equipment	175	2	$ 350.00	$ 350.00	$ -			
46.3	Maintenance of Office Equipment	726	1	$ 726.00	$ 726.00	$ -			
46.4	Maintenance of Other Equipment- Sentinel Program	1170	1	$ 1,170.00	$ 1,170.00	$ -			
	Misc repairs to Vehicles (Outside Company)	1434	1	$ 1,434.00	$ 1,434.00	$ -			
	Misc repairs- Backup to Local budget	500	1	$ 500.00	$ -	$ 500.00			
	Total				**$ 7,880.00**	**$ 500.00**			

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ADAM H. PUTNAM
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.

Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:

DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 18
ENDING SEPTEMBER 30, 20 19

COUNTY or DISTRICT Escambia County, FL

AUTHORITY: CHAPTER 388.341, F.S.

PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control Department

DATE: 6/5/2018

APPROVED BY: Jeff Bergosh, Chairman Board of County Commissioners

DATE:

ACCOUNT	TITLE	QUANTITY	UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
47	**Printing and Binding**								
	Door Hangers	200	2	$ 400.00	**$ 400.00**	**$ -**			
48	**Promotional Activities**								
					$ -	$ -			
49	**Other Charges**								
	Application of Pesticides- Annual Permit Fee	500	1	$ 500.00	**$ 500.00**	**$ -**			
51	**Office Supplies**								
	Paper, Calendars, pens/pencils, filing needs	233	5	$ 1,165.00	$ 1,165.00	$ -			
	Misc Office Supplies	100	4	$ 400.00	$ -	$ 400.00			
	Total				**$ 1,165.00**	**$ 400.00**			
52.1	**Gasoline/Oil/Lube**								
	For All Mosquito Control Vehicles	5795	2.45	$ 14,197.75	**$ 14,198.00**	**$ -**			
52.2	**Chemicals**								
	Methoprene 2.1% Briquet	710	15	$ 10,650.00	$ 10,650.00	$ -			
	Methoprene 4.25% Briquet	448	30	$ 13,440.00	$ 13,440.00	$ -			
	Natular XRT	835	18	$ 15,030.00	$ 15,030.00	$ -			
	Aqua-Bac XT	174	9	$ 1,569.00	$ 1,569.00	$ -			
	Kontrol 4+4 Adulticide	4400	1	$ 4,400.00	$ -	$ 4,400.00			
	Natular DT	925	2	$ 1,852.00	$ -	$ 1,852.00			
	Methoprene 2.1% Briquet	710	2	$ 1,420.00	$ -	$ 1,420.00			
	Methoprene 4.25% Briquet	448	2	$ 896.00	$ -	$ 896.00			
	Aqua-Bac	174	12	$ 2,088.00	$ -	$ 2,088.00			
	Extra freight or Cost Increases	271	1	$ 271.00	$ -	$ 271.00			
	Total				**$ 40,689.00**	**$ 10,927.00**			
52.3	**Protective Clothing**								
	Safety Shoes/Boots for Technicians	130	8	$ 1,040.00	**$ 1,040.00**	**$ -**			
52.4	**Misc. Supplies**								
	First Aid, Safety kits, Lab Materials	100	4	$ 400.00	**$ 400.00**	**$ -**			

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.

Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 18	PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control Department
DATE:	ENDING SEPTEMBER 30, 20 19	DATE: 6/5/2018
APPROVED BY:	COUNTY or DISTRICT Escambia County, FL	APPROVED BY: Jeff Bergosh, Chairman Board of County Commissioners
DATE:	AUTHORITY: CHAPTER 388.341, F.S.	DATE:

PAGE 5 OF 6

ACCOUNT	TITLE	QUANTITY	UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	PROGRAM ELEMENTS EXPENSE	PROGRAM ELEMENTS CAPITAL
	EXPENDITURES							
52.5	**Tools & Implements**							
	Dry ice for Mosquito Traps	20	17	$ 340.00	**$ 340.00**	**$ -**		
54	**Publications & Dues**							
	Map Books- Street Atlas'	10	40	$ 400.00	$ 400.00	$ -		
	Zika/DOH Manuals and updated publications	27	5	$ 135.00	$ -	$ 135.00		
	Total				**$ 400.00**	**$ 135.00**		
55	**Training**							
	(3) Employees- DODD Registration	300	3	$ 900.00	$ 900.00	$ -		
	(1) Employee- DOH, Mosquito ID Class	300	1	$ 300.00	$ 300.00	$ -		
	(4) Employees- Registration to attend Fall FMCA	93	4	$ 372.00	$ -	$ 372.00		
	(2) Employees- Registration for Annual Conference	175	2	$350.00	$0.00	$350.00		
	Total				**$1,200.00**	**$722.00**		
71	**Principal**							
					$ -	$ -		
72	**Interest**							
					$ -	$ -		
81	**Aids to Government Agencies**							
					$ -	$ -		
83	**Other Grants and Aids**							
					$ -	$ -		
89	**Contingency (Current Year)**							
					$ -	$ -		
99	**Payment of Prior Year Accounts**							
					$ -	$ -		
	TOTALS				**$ 592,622.00**	**$31,438.24**		

FDACS-13623 Rev. 07/13

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:

DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 18
ENDING SEPTEMBER 30, 20 19

PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control Department

DATE: 6/5/2018

APPROVED BY:

DATE:

COUNTY or DISTRICT Escambia County, FL
AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY:
Jeff Bergosh, Chairman Board of County Commissioners

DATE:

PAGE 6 6

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	RESERVES													
0.001	Reserves - Future Capital Outlay													
					$ -	$ -								
0.002	Reserves - Self-Insurance													
					$ -	$ -								
0.003	Reserves - Cash Balance to be Carried Forward													
					$ -	$ -								
0.004	Reservies - Sick and Annual Leave Trans Out													
					$ -	$ -								

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14388 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/05/2018
Issue: On Site Employee Health Clinic Contract
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning On-Site Employee Health Clinic Contract - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning the On-Site Employee Health Clinic:

A. Approve a one-year Contract extension with Concentra Health Services, Inc., for the On-Site Employee Health Clinic;

B. Adjust the staffing model to two Nurses and one Medical Assistant; and

C. Approve and authorize the Chairman, subject to Legal review and sign-off, the Amendment with Concentra Health Services.

THE AMENDMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER.

[Funding for the On-Site Employee Health Clinic is through Fund Code 501, Internal Service Fund]

BACKGROUND:

The Escambia County Health Clinic Agreement was signed in September 2010, with the Clinic opening in January 2011. Per the Contract, the Agreement was extended yearly. In 2015, it was determined that a feasability study should be conducted. AON Hewitt conducted the feasability study and it was determined that the Clinic should be retained and the two parties should negotiate a new Agreement.

In August 2016, the Board approved a two year Contract with option for (2) one year extensions. This Board action if approved would authorize a one year extension.

The extension permits us to implement strategic operational changes to the Clinic based on the recent analysis conducted by our benefits consultant and audit Concentra's progress towards these new expectations. The total cost of the extension is $1,032,455 (two Nurses and one Medical Assistant). The County's cost will be $795,000. This does not include the pharmacy option but it is available if it is determined to be financially viable and the estimated cost would be approximately $60,000.
There is a 3% increase each year for staffing expenses.

BUDGETARY IMPACT:

Funding for the On Site Employee Health Clinic is through Fund Code 501, Internal Service Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Regular Meeting, County Administrator Report CAR II-5 of December 10, 2015.

IMPLEMENTATION/COORDINATION:

Upon Board approval and legal review, the Human Resources Department and Concentra will execute the Agreement. The Human Resources Department will coordinate with Concentra and the County's Legal Department.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14330 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/05/2018
Issue: Exercising The First of Two Possible One-Year Renewal Periods Related to PD14-15.067
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the First of Two Possible One-Year Renewals, Provided for in the Multiple Award Agreement for Temporary Medical Staffing Services, PD 14-15.067 - Selina Barnes, Interim Director of Corrections

That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the following Agreements covered by PD 14-15.067:

A. Agreement For Temporary Medical Staffing Services PD 14-15.067 between Maxim Healthcare Services, Inc., and Escambia County, Florida;

B. Agreement for Temporary Medical Staffing Services PD 14-15.067 between Nursefinders of Pensacola, LLC, and Escambia County, Florida; and

C. Agreement for Temporary Medical Staffing Services PD 14-15.067 between Staff Today, Inc., and Escambia County, Florida

[Funding: Fund 001, General Fund, Cost Center 290402]

BACKGROUND:

On June 15, 2015, the County issued a Request for Proposal (PD 14-15.067) seeking temporary medical staffing services on an as-needed basis for the Escambia County Department of Corrections. On August 20, 2015, the County entered into agreements with Maxim Healthcare Services, Inc., Nursefinders of Pensacola, LLC and Staff Today, Inc. as a result of this multi-award agreement. Section 2 of the respective agreements outlines the term of the agreement. The

term is listed as three years with the option to utilize two additional one-year renewals. It is the request of the Corrections Department that we utilize the first of the two additional one-year renewals for the period of August 20, 2018 to August 19, 2019.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 290402

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the intiail agreements. The utilization of the extension as provided for in section 2 of the agreements does not require an amendment to the agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise a renewal period beyond the initial term of the agreement.

IMPLEMENTATION/COORDINATION:

Upon approval, the Corrections Department will work with the vendors to obtain those services covered by the specified agreements when neccessary.

Attachments

Maxim Healthcare Services, Inc., PD 14-15.067
Nursefinders of Pensacola, LLC, PD 14-15.067
Staff Today, Inc., PD 14-15.067

AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES PD 14-15.067

THIS AGREEMENT is made this 20th day of August, 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 Maxim Healthcare Services, 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 52-1590951, whose principal address is 7227 Lee Deforest Drive, Columbia, MD 21046, and whose local address is 2114 Airport Boulevard, Suite 1900, Pensacola, FL 32504.

WITNESSETH:

WHEREAS, on June 15, 2015, the County issued a Request for Proposals (PD 14-15.067) seeking temporary medical staffing services for the Escambia County Department of Corrections; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals demonstrating that the Contractor was qualified 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 as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms.

After exercising all options to renew, 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 last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Medical Staffing Services for the Department of Corrections, Specification No. P.D. 14-15.067, 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 following rates:

DISCIPLINE	HOURLY RATE
Registered Nurse	$40.00
Licensed Practical Nurse	$30.00
Certified Medical Assistant	$24.95
Emergency Medical Technician	$25.00

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. 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 either party upon providing thirty (30) days written notice to Contractor. 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. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any 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 Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of 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.

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) Employment Practices Liability with $1,000,000 per occurrence minimum limits.

(c) Professional Liability (medical malpractice) with $1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of the coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

(d) Florida statutory Workers' Compensation coverage.

(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 or authorized 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 the policy of commercial general 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 described in this section. 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. The County recognizes and

acknowledges that Contractor's personnel, when on site at the County's facilities, will be acting at the sole direction of the County's staff and pursuant to the County's rules and instructions.

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: Maxim Healthcare Services, Inc. Attention: William Butz 7227 Lee Deforest Drive Columbia, MD 21046	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 Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the Agreement.

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,

including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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.

19. ACA Reporting Requirements. Contractor agrees to provide all information required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to the employee and his/her children; whether the 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 coverage; and the calendar months during which the employee was enrolled in the Contractor's coverage.

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: 9/15/2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

BCC Approved: 08-20-2015

CONTRACTOR: MAXIM HEALTHCARE SERVICES, INC.

By: _____
~~William Butz, President~~
Steve Walsh, Vice President Finance

Date: 9-2-15

By: _____
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/24/15

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
SPECIFICATION PD 14-15.067

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS 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 PROPOSALS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND SOLICITATION REQUIREMENTS INCLUDED WITH THE **(1) ONE** ORIGINAL AND **(3) THREE** ON A CD

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- IDENTIFICATION
- 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 PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE 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 PROPOSAL ONLY
DO NOT RETURN WITH YOUR PROPOSAL



ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL 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 F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: wclucas@myescambia.com

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.

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
PD 14-15.067
REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal
Part III	Criteria for Selection
Part IV	Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:
Joe F. Pillitary, Jr., 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

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SOLICITATION NUMBER: PD 14-15.067

SOLICITATION

MAILING DATE: Monday, June 15, 2015
PRE-PROPOSAL: A **Mandatory** Pre-Proposal and walkthrough to follow at 10:00am, CDT on Thursday, June 25, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL
OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 7, 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)

**Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

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)

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 offeror 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 offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print) _____

Name of Offeror _____

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 _____

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)

Corporate Identification

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 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

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 14-15.067, "Temporary Medical Staffing for Corrections Department", 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

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Procurement Questions

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com. Technical questions may be directed to Whitney Lucas, Accountant, Corrections Department, Telephone (850) 417-4479, (Fax) (850) 471-6571. Email: wclucas@myescambia.com.

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.

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.

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.

PART A SUMMARY

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractor to provide for Temporary Medical Staffing for the Corrections Department.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Accountant, Corrections Department. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be a Firm Fixed Price Contract after negotiation. Term of Contract may be three (3) years with an option for two (2) additional twelve (12) month periods; total five (5) years.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. **Mailing date of proposals.....Monday, June 15, 2015**
B. **Mandatory Pre-Proposal Conference & wall thru .....Thursday, June 25, 2015, 10:00a.m, CDT**
C. **Receipt of proposals .....Tuesday, July 7, 2015, at 3:00p.m., CDT**
D. **Review of Proposals.....To be determined Board of County**
E. **Commissioners approval.....To be determined**

1-9 PROPOSAL CONTENT AND SIGNATURE

Solicitation, Offer and Award with original signature and three (3) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in binding with all pages 8.5" x 11" format

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 *PROPOSAL FORMAT AND CONTENT*

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 *INTRODUCTION*

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 *UNDERSTANDING OF THE PROJECT*

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 *METHODOLOGY USED FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 *MANAGEMENT PLAN FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 *EXPERIENCE AND QUALIFICATIONS*

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

2-7 ***COST PROPOSAL***

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

QUALIFICATIONS

PART III CRITERIA FOR SELECTION

Listed in order of Priority

1. Ability to fulfill labor needs, i.e. can provide LPN RN EMTs within 24 hour notice and upon completion of the Contract.
2. Cost per hour for each: RN, LPN, EMT.
3. Willing to provide 8 hours training on site by Correction Medical Staff with no cost to County/Corrections Department

PART IV SCOPE OF WORK

Escambia County Corrections; Temporary Medical Staffing, Scope of Work (SOW)

It is the responsibility of the Contractor to provide the Escambia County Jail with personnel who meet the following criteria

- Possess current state license/registration and/or certification in good standings.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-Ray, professional references, criminal background check(s), and drug screening.

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Services:

- Perform professional medical services for the treatment of inmate patients.
- Provide treatment and administer medications per Physician's or ARNP's order.
- Initiate appropriate treatment and/or medications in emergency situations according to Escambia County Jail procedures.
- Ensure complete and accurate documentation in the inmate patient's health care record for all care provided using SOAP format.
- Taking vital signs & properly documenting them in the inmate patient's health record.
- Administer basic first aid as needed.
- Performing venipuncture and non-intravenous injections.
- Operating office medical equipment.
- Maintain examination rooms and check operational status of Health Services' equipment and supplies as directed and ensure that they are ready for use.
- Perform other duties as required.

The Contractor is responsible for ensuring the Contractor's staff is provided the following training:

- Orientation and appropriate training regarding on-site security and medical practices at the Escambia County Jail (This will be on the job training).
- The Contractor shall ensure that Contractor's staff performing services at the Escambia County Jail are trained in the following areas:
  a) Cardiopulmonary Resuscitation (CPR); and first aid;
  b) Response to medical emergency or disaster;
  c) Recognizing signs and symptoms of mental disorders or chemical dependency;
  d) HIV/AIDS;
  e) Suicide prevention; and
  f) Additional topics as required and approved by the Escambia County Jail's Health Services Administrator or designee. 20

The Contractor and Contractor's staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) & the National Commission on Correctional Healthcare (NCCHC). The FMJS can be found at the following link: https://www.flsheriffs.org/uploads/docs/FMJS_01-01-15_Change_with_no_highlights_or_strikethrus_.pdf
The FCAC standards can be found at the following link:
http://www.flaccreditation.org/smccorrections.htm

Upon completion of a contract, the Contractor will have 5 LPNs and 1 RN available immediately to report to the Escambia County Jail to complete fingerprints, background checks and training in order to report for the following shifts: 6am to 6pm and 6pm to 6am. The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department.

The contractor shall provide hourly rates for the contract for the following positions:
Registered Nurse (RN)
Licensed Practical Nurse (LPN)
Emergency Medical Technician (EMT)

The Contractor shall ensure that Contractor's staff adheres to all Escambia County Jail's Health Services Section policies and procedures.

The Contractor shall ensure that the Health Services Administrator, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail shall remain employed by Contractor. Contractor will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail, and Contractor will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by Contractor and the individual RN, LPN, CMA or EMT assigned to the Escambia County Jail. Escambia County Jail will pay Contractor directly, and any dispute regarding wages or benefits shall be between the RN, LPN, CMA or EMT assigned to the Escambia County Jail and Contractor.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

To: All Known Bidders

ADDENDUM NUMBER 1:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Proposers:

Please remove and replace the Title Page to reflect the change of the Mandatory Pre-Proposal Conference will be held on **Thursday**, ~~Wednesday~~, June 25, 2015.

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday Thursday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL 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 F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: wclucas@myescambia.com

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.

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 F. Pillitary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

Attachment:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

June 30, 2015

To: All Known Proposers

ADDENDUM NUMBER 2:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Addendum 2 is for clarification on answers to questions:

Q. Please clarify what is involved with the 8 hours training that will have no cost to the County/corrections department. Is it classroom orientation, hands on patient-care, shadowing, etc. Will the county be willing to negotiate a discounted rate for training as opposed to free of cost?

A. Training is completed by the medical, nursing supervisors, on site. Negotiations is up to the county.

Q. How much is the fingerprinting and who covers the cost?

A. We complete fingerprints / background checks in house at the jail. Currently there is no cost.

Q. How much experience does the county request for each professional? i.e.: 6months, 1 year, 2 years, etc.?

A. Ideally, we would like the candidate to have at least a year experience. However, we will take a new LPN or RN also.

Q. Can you please provide the current incumbent vendors providing Temporary Medical Staffing services?

A. We do not currently have a contract related to temporary medical staffing services. We only have physician staffing contract.

Q. Can you please provide the hourly billing rates of the incumbent vendors for RN, LPN, EMT, and MA services?

A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. What was the total annual expenditure of the current contract in 2014 and YTD 2015?

A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. Will this be a Sole or multiple award?

A. Pending the evaluation of submissions this may be a multiple award contract.

Q. How many hours are required weekly for RN, LPN, EMT, and MA services?
A. The hours will only be required when we are at a critical staffing need. There will not be a set number of hours required on a weekly basis, this will all depend on the situation at hand.

Q. Will the scheduling for the Temporary Medical Staffing services being requested be a "block booking" advance scheduling or will it be Per Diem?
A. It will be Per Diem

Q. Per our conversation yesterday I was wondering what the job titles will be for this bid.
A. It will be RN, LPN and EMT

Q. Will you be outsourcing all of the nursing needs?
A. At this time it is not planned to outsource all of the nursing needs.

Q. How many hours of locums do you anticipate for the fiscal year?
A. Currently there is not estimate of hours that will be needed. This all depends on the staffing levels within the department. The estimate funds allocated for this expenditure will be: $150,000.

Q. Just to clarify, I originally signed proposal and 3 copies of the CD are required? Please clarify the number of CDs.
A. **3 copies of the CD are required.**

Q. Please clarify whether the county wants the proposal bound by staples, binder clips, spiral, etc?
A. Staples or Binder Clips, please no Spiral binding.

Q. Part II section 2-6, is it referring to the personnel roster of the staff or the personnel who will be reporting to the jail for services? Please clarify.
A. No, not the personnel reporting to the jail for the services. The section addresses a response from the proposer on his organizational structure specific to the personnel responsible for delivery of services in the RFP.

Q. Is there an incumbent vendor already in place providing these services? If so, who is the incumbent?
A. We do not currently have a contract for this service.

Q. Do you have current hourly bill rates for these services by an incumbent vendor?
A. We do not currently have a contract for this service.

Q. What is the annual dollar amount usage for each job title needed?
A. The total allotted expenditure is not divided by job title.

Q. What will be the typical length of assignments? Weeks, months, hours?
A. The length of assignment depends on the number of vacancies the medical department has at any given time. There is no way to pre-determine this figure.

Q. Are there any current nurses and/or EMTs currently providing services that the county wishes to transition to the newly awarded vendor?
A. No

Q. Will this be a single award or multiple award Contract?
A. *Pending* the evaluation of submissions this may be a multiple award contract.

Q. What is the policy on overtime? Is it over 40 hours in a week?
A. 40 hours per week. The weeks run from Saturday-Friday.

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

AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES PD 14-15.067

THIS AGREEMENT is made this 20th day of August, 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 Nursefinders of Pensacola, LLC (hereinafter referred to as "Contractor"), a for-profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 52-2332046, and whose principal address is 5498 North Davis Highway, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, on June 15, 2015, the County issued a Request for Proposals (PD 14-15.067) seeking temporary medical staffing services for the Escambia County Department of Corrections; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals demonstrating that the Contractor was qualified 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 as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms.

After exercising all options to renew, 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 last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Medical Staffing Services for the Department of Corrections, Specification No. P.D. 14-15.067, 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 following rates:

DISCIPLINE	HOURLY RATE
Registered Nurse	$40.00
Licensed Practical Nurse	$32.00
Certified Medical Assistant	$24.95
Emergency Medical Technician	$25.00

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. 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 either party upon providing thirty (30) days written notice to Contractor. 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. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any 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 Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of 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.

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) Employment Practices Liability with $1,000,000 per occurrence minimum limits.

(c) Professional Liability (medical malpractice) with $1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of the coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

(d) Florida statutory Workers' Compensation coverage.

(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 or authorized 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 32591.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. 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. The County recognizes and

acknowledges that Contractor's personnel, when on site at the County's facilities, will be acting at the sole direction of the County's staff and pursuant to the County's rules and instructions.

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: Nursefinders of Pensacola, LLC Attention: Adrianna Williams 5498 North Davis Hwy. Pensacola, FL 32503	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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 Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the Agreement.

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,

including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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.

19. ACA Reporting Requirements. Contractor agrees to provide all information required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to the employee and his/her children; whether the 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 coverage; and the calendar months during which the employee was enrolled in the Contractor's coverage.

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: 9/15/2015

BCC Approved: 08-20-2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

CONTRACTOR: NURSEFINDERS OF PENSACOLA, LLC

_____
By: Bryan Krause, President

Date: 09/13/15

By: _____
Witness

By: _____
Witness

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/24/15

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
SPECIFICATION PD 14-15.067

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS 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 PROPOSALS WILL BE RETURNED UNOPENED.

  ** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND SOLICITATION REQUIREMENTS INCLUDED WITH THE (1) ONE ORIGINAL AND (3) THREE ON A CD

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- IDENTIFICATION
- 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 PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

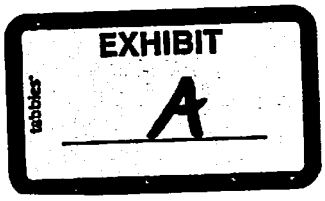
THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE 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 PROPOSAL ONLY DO NOT RETURN WITH YOUR PROPOSAL



ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL 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 F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: wclucas@myescambia.com

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.

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
PD 14-15.067
REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal
Part III	Criteria for Selection
Part IV	Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Joe F. Pillitary, Jr., 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

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SOLICITATION NUMBER: PD 14-15.067

SOLICITATION

MAILING DATE: Monday, June 15, 2015

PRE-PROPOSAL: A **Mandatory** Pre-Proposal and walkthrough to follow at 10:00am, CDT on Thursday, June 25, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 7, 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)

***Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER:

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)

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 offeror 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 offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print)

Name of Offeror

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_____

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.

(Please Circle One)

Is this a Florida Corporation 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)

Corporate Identification

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 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

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 14-15.067, "Temporary Medical Staffing for Corrections Department", 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

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Procurement Questions

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com. Technical questions may be directed to Whitney Lucas, Accountant, Corrections Department, Telephone (850) 417-4479, (Fax) (850) 471-6571. Email: wclucas@myescambia.com.

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.

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.

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.

PART A SUMMARY

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractor to provide for Temporary Medical Staffing for the Corrections Department.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Accountant, Corrections Department. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be a Firm Fixed Price Contract after negotiation. Term of Contract may be three (3) years with an option for two (2) additional twelve (12) month periods; total five (5) years.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. **Mailing date of proposals.....Monday, June 15, 2015**
B. **Mandatory Pre-Proposal**
   Conference & wall thru .....Thursday, June 25, 2015, 10:00a.m, CDT
C. **Receipt of proposals .....Tuesday, July 7, 2015, at 3:00p.m., CDT**
D. **Review of Proposals.....To be determined**
   Board of County
E. **Commissioners approval.....To be determined**

1-9 PROPOSAL CONTENT AND SIGNATURE

Solicitation, Offer and Award with original signature and three (3) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in binding with all pages 8.5" x 11" format

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 *PROPOSAL FORMAT AND CONTENT*

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 *INTRODUCTION*

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 *UNDERSTANDING OF THE PROJECT*

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 *METHODOLOGY USED FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 *MANAGEMENT PLAN FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 *EXPERIENCE AND QUALIFICATIONS*

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

2-7 ***COST PROPOSAL***

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

QUALIFICATIONS

PART III CRITERIA FOR SELECTION

Listed in order of Priority

1. Ability to fulfill labor needs, i.e. can provide LPN RN EMTs within 24 hour notice and upon completion of the Contract.
2. Cost per hour for each: RN, LPN, EMT.
3. Willing to provide 8 hours training on site by Correction Medical Staff with no cost to County/Corrections Department

PART IV SCOPE OF WORK

Escambia County Corrections; Temporary Medical Staffing, Scope of Work (SOW)

It is the responsibility of the Contractor to provide the Escambia County Jail with personnel who meet the following criteria

- Possess current state license/registration and/or certification in good standings.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-Ray, professional references, criminal background check(s), and drug screening.

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Services:

- Perform professional medical services for the treatment of inmate patients.
- Provide treatment and administer medications per Physician's or ARNP's order.
- Initiate appropriate treatment and/or medications in emergency situations according to Escambia County Jail procedures.
- Ensure complete and accurate documentation in the inmate patient's health care record for all care provided using SOAP format.
- Taking vital signs & properly documenting them in the inmate patient's health record.
- Administer basic first aid as needed.
- Performing venipuncture and non-intravenous injections.
- Operating office medical equipment.
- Maintain examination rooms and check operational status of Health Services' equipment and supplies as directed and ensure that they are ready for use.
- Perform other duties as required.

The Contractor is responsible for ensuring the Contractor's staff is provided the following training:

- Orientation and appropriate training regarding on-site security and medical practices at the Escambia County Jail (This will be on the job training).
- The Contractor shall ensure that Contractor's staff performing services at the Escambia County Jail are trained in the following areas:
  a) Cardiopulmonary Resuscitation (CPR); and first aid;
  b) Response to medical emergency or disaster;
  c) Recognizing signs and symptoms of mental disorders or chemical dependency;
  d) HIV/AIDS;
  e) Suicide prevention; and
  f) Additional topics as required and approved by the Escambia County Jail's Health Services Administrator or designee. 20

The Contractor and Contractor's staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) & the National Commission on Correctional Healthcare (NCCHC). The FMJS can be found at the following link: https://www.flsheriffs.org/uploads/docs/FMJS_01-01-15_Change_with_no_highlights_or_strikethrus_.pdf
The FCAC standards can be found at the following link:
http://www.flaccreditation.org/smccorrections.htm

Upon completion of a contract, the Contractor will have 5 LPNs and 1 RN available immediately to report to the Escambia County Jail to complete fingerprints, background checks and training in order to report for the following shifts: 6am to 6pm and 6pm to 6am. The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department.

The contractor shall provide hourly rates for the contract for the following positions:
Registered Nurse (RN)
Licensed Practical Nurse (LPN)
Emergency Medical Technician (EMT)

The Contractor shall ensure that Contractor's staff adheres to all Escambia County Jail's Health Services Section policies and procedures.

The Contractor shall ensure that the Health Services Administrator, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail shall remain employed by Contractor. Contractor will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail, and Contractor will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by Contractor and the individual RN, LPN, CMA or EMT assigned to the Escambia County Jail. Escambia County Jail will pay Contractor directly, and any dispute regarding wages or benefits shall be between the RN, LPN, CMA or EMT assigned to the Escambia County Jail and Contractor.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

To: All Known Bidders

ADDENDUM NUMBER 1:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Proposers:

Please remove and replace the Title Page to reflect the change of the Mandatory Pre-Proposal Conference will be held on Thursday, ~~Wednesday~~, June 25, 2015.

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday Thursday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL 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 F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: wlucas@myescambia.com

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.

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 F. Pillitary

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

Attachment:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
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FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

June 30, 2015

To: All Known Proposers

ADDENDUM NUMBER 2:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Addendum 2 is for clarification on answers to questions:

Q. Please clarify what is involved with the 8 hours training that will have no cost to the County/corrections department. Is it classroom orientation, hands on patient-care, shadowing, etc. Will the county be willing to negotiate a discounted rate for training as opposed to free of cost?

A. Training is completed by the medical, nursing supervisors, on site. Negotiations is up to the county.

Q. How much is the fingerprinting and who covers the cost?

A. We complete fingerprints / background checks in house at the jail. Currently there is no cost.

Q. How much experience does the county request for each professional? i.e.: 6months, 1 year, 2 years, etc.?

A. Ideally, we would like the candidate to have at least a year experience. However, we will take a new LPN or RN also.

Q. Can you please provide the current incumbent vendors providing Temporary Medical Staffing services?

A. We do not currently have a contract related to temporary medical staffing services. We only have physician staffing contract.

Q. Can you please provide the hourly billing rates of the incumbent vendors for RN, LPN, EMT, and MA services?

A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. What was the total annual expenditure of the current contract in 2014 and YTD 2015?

A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. Will this be a Sole or multiple award?

A. Pending the evaluation of submissions this may be a multiple award contract.

Q. How many hours are required weekly for RN, LPN, EMT, and MA services?
A. The hours will only be required when we are at a critical staffing need. There will not be a set number of hours required on a weekly basis, this will all depend on the situation at hand.

Q. Will the scheduling for the Temporary Medical Staffing services being requested be a "block booking" advance scheduling or will it be Per Diem?
A. It will be Per Diem

Q. Per our conversation yesterday I was wondering what the job titles will be for this bid.
A. It will be RN, LPN and EMT

Q. Will you be outsourcing all of the nursing needs?
A. At this time it is not planned to outsource all of the nursing needs.

Q. How many hours of locums do you anticipate for the fiscal year?
A. Currently there is not estimate of hours that will be needed. This all depends on the staffing levels within the department. The estimate funds allocated for this expenditure will be: $150,000.

Q. Just to clarify, I originally signed proposal and 3 copies of the CD are required? Please clarify the number of CDs.
A. 3 copies of the CD are required.

Q. Please clarify whether the county wants the proposal bound by staples, binder clips, spiral, etc?
A. Staples or Binder Clips, please no Spiral binding.

Q. Part II section 2-6, is it referring to the personnel roster of the staff or the personnel who will be reporting to the jail for services? Please clarify.
A. No, not the personnel reporting to the jail for the services. The section addresses a response from the proposer on his organizational structure specific to the personnel responsible for delivery of services in the RFP.

Q. Is there an incumbent vendor already in place providing these services? If so, who is the incumbent?
A. We do not currently have a contract for this service.

Q. Do you have current hourly bill rates for these services by an incumbent vendor?
A. We do not currently have a contract for this service.

Q. What is the annual dollar amount usage for each job title needed?
A. The total allotted expenditure is not divided by job title.

Q. What will be the typical length of assignments? Weeks, months, hours?
A. The length of assignment depends on the number of vacancies the medical department has at any given time. There is no way to pre-determine this figure.

Q. Are there any current nurses and/or EMTs currently providing services that the county wishes to transition to the newly awarded vendor?
A. No

Q. Will this be a single award or multiple award Contract?
A. Pending the evaluation of submissions this may be a multiple award contract.

Q. What is the policy on overtime? Is it over 40 hours in a week?
A. 40 hours per week. The weeks run from Saturday-Friday.

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 F. Pilltary Jr.

Joe Pilliary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES PD 14-15.067

THIS AGREEMENT is made this 20th day of August, 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 Staff Today, Inc. (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 45-3679064, and whose principal address is 212 E. Rowland Avenue, Suite 313, Covina, CA 91723.

WITNESSETH:

WHEREAS, on June 15, 2015, the County issued a Request for Proposals (PD 14-15.067) seeking temporary medical staffing services for the Escambia County Department of Corrections; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals demonstrating that the Contractor was qualified 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 as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms.

After exercising all options to renew, 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 last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Medical Staffing Services for the Department of Corrections, Specification No. P.D. 14-15.067, 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 Proposal provided as part of the Contractor's Proposal, attached hereto as **Exhibit "B".**

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. 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 either party upon providing thirty (30) days written notice to Contractor. 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. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any 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 Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of 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.

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) Employment Practices Liability with $1,000,000 per occurrence minimum limits.

(c) Professional Liability (medical malpractice) with $1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of the coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

(d) Florida statutory Workers' Compensation coverage.

(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 or authorized 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 the policy of commercial general 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 described in this section. 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. The County recognizes and acknowledges that Contractor's personnel, when on site at the County's facilities, will be acting at the sole direction of the County's staff and pursuant to the County's rules and instructions.

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: Staff Today, Inc.	To: Escambia County
Attention: Jessica Lara	Attention: County Administrator
212 E. Rowland Avenue, #313	221 Palafox Place, Suite 420
Covina, CA 91723	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 Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the Agreement.

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, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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.

19. ACA Reporting Requirements. Contractor agrees to provide all information required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to the employee and his/her children; whether the 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 coverage; and the calendar months during which the employee was enrolled in the Contractor's coverage.

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: 9/15/2015

BCC Approved: 08-20-2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

CONTRACTOR: STAFF TODAY, INC.

By: Paul Mwangi, President

Date: 8/31/15

By: _____
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/5/15

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
SPECIFICATION PD 14-15.067

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS 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 PROPOSALS WILL BE RETURNED UNOPENED.

  ** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND SOLICITATION REQUIREMENTS INCLUDED WITH THE **(1) ONE** ORIGINAL AND **(3) THREE** ON A CD

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- IDENTIFICATION
- 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 PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE 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 PROPOSAL ONLY
DO NOT RETURN WITH YOUR PROPOSAL



ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL 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 F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: wclucas@myescambia.com

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.

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT
PD 14-15.067
REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal
Part III	Criteria for Selection
Part IV	Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Joe F. Pillitary, Jr., 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

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SOLICITATION NUMBER: PD 14-15.067

SOLICITATION

MAILING DATE: Monday, June 15, 2015

PRE-PROPOSAL: A **Mandatory** Pre-Proposal and walkthrough to follow at 10:00am, CDT on Thursday, June 25, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 7, 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)

**Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____)_____

TOLL FREE NO.: (____)_____

FAX NO.: (____)_____

REASON FOR NO OFFER: _____

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)

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 offeror 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 offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print) _____

Name of Offeror _____

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 _____

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.

(Please Circle One)

Is this a Florida Corporation 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)

Corporate Identification

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 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

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 14-15.067, "Temporary Medical Staffing for Corrections Department", 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

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Procurement Questions

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com. Technical questions may be directed to Whitney Lucas, Accountant, Corrections Department, Telephone (850) 417-4479, (Fax) (850) 471-6571. Email: wclucas@myescambia.com.

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.

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.

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.

PART A SUMMARY

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractor to provide for Temporary Medical Staffing for the Corrections Department.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Accountant, Corrections Department. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be a Firm Fixed Price Contract after negotiation. Term of Contract may be three (3) years with an option for two (2) additional twelve (12) month periods; total five (5) years.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: joe_pillitary@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. **Mailing date of proposals.....Monday, June 15, 2015**
B. **Mandatory Pre-Proposal Conference & wall thru .....Thursday, June 25, 2015, 10:00a.m, CDT**
C. **Receipt of proposals .....Tuesday, July 7, 2015, at 3:00p.m., CDT**
D. **Review of Proposals.....To be determined Board of County**
E. **Commissioners approval.....To be determined**

1-9 PROPOSAL CONTENT AND SIGNATURE

Solicitation, Offer and Award with original signature and three (3) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in binding with all pages 8.5" x 11" format

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 *PROPOSAL FORMAT AND CONTENT*

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 *INTRODUCTION*

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 *UNDERSTANDING OF THE PROJECT*

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 *METHODOLOGY USED FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 *MANAGEMENT PLAN FOR THE PROJECT*

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 *EXPERIENCE AND QUALIFICATIONS*

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed.
[d] itemize the total cost and the number of estimated hours for each individual named above.

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

2-7 ***COST PROPOSAL***

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

QUALIFICATIONS

PART III CRITERIA FOR SELECTION

Listed in order of Priority

1. Ability to fulfill labor needs, i.e. can provide LPN RN EMTs within 24 hour notice and upon completion of the Contract.
2. Cost per hour for each: RN, LPN, EMT.
3. Willing to provide 8 hours training on site by Correction Medical Staff with no cost to County/Corrections Department

PART IV SCOPE OF WORK

Escambia County Corrections; Temporary Medical Staffing, Scope of Work (SOW)

It is the responsibility of the Contractor to provide the Escambia County Jail with personnel who meet the following criteria

- Possess current state license/registration and/or certification in good standings.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-Ray, professional references, criminal background check(s), and drug screening.

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

Services:

- Perform professional medical services for the treatment of inmate patients.
- Provide treatment and administer medications per Physician's or ARNP's order.
- Initiate appropriate treatment and/or medications in emergency situations according to Escambia County Jail procedures.
- Ensure complete and accurate documentation in the inmate patient's health care record for all care provided using SOAP format.
- Taking vital signs & properly documenting them in the inmate patient's health record.
- Administer basic first aid as needed.
- Performing venipuncture and non-intravenous injections.
- Operating office medical equipment.
- Maintain examination rooms and check operational status of Health Services' equipment and supplies as directed and ensure that they are ready for use.
- Perform other duties as required.

The Contractor is responsible for ensuring the Contractor's staff is provided the following training:

- Orientation and appropriate training regarding on-site security and medical practices at the Escambia County Jail (This will be on the job training).
- The Contractor shall ensure that Contractor's staff performing services at the Escambia County Jail are trained in the following areas:
  a) Cardiopulmonary Resuscitation (CPR); and first aid;
  b) Response to medical emergency or disaster;
  c) Recognizing signs and symptoms of mental disorders or chemical dependency;
  d) HIV/AIDS;
  e) Suicide prevention; and
  f) Additional topics as required and approved by the Escambia County Jail's Health Services Administrator or designee. 20

The Contractor and Contractor's staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) & the National Commission on Correctional Healthcare (NCCHC). The FMJS can be found at the following link: https://www.flsheriffs.org/uploads/docs/FMJS_01-01-15_Change_with_no_highlights_or_strikethrus_.pdf
The FCAC standards can be found at the following link:
http://www.flaccreditation.org/smccorrections.htm

Upon completion of a contract, the Contractor will have 5 LPNs and 1 RN available immediately to report to the Escambia County Jail to complete fingerprints, background checks and training in order to report for the following shifts: 6am to 6pm and 6pm to 6am. The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department.

The contractor shall provide hourly rates for the contract for the following positions:
Registered Nurse (RN)
Licensed Practical Nurse (LPN)
Emergency Medical Technician (EMT)

The Contractor shall ensure that Contractor's staff adheres to all Escambia County Jail's Health Services Section policies and procedures.

The Contractor shall ensure that the Health Services Administrator, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail shall remain employed by Contractor. Contractor will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail, and Contractor will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by Contractor and the individual RN, LPN, CMA or EMT assigned to the Escambia County Jail. Escambia County Jail will pay Contractor directly, and any dispute regarding wages or benefits shall be between the RN, LPN, CMA or EMT assigned to the Escambia County Jail and Contractor.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

To: All Known Bidders

ADDENDUM NUMBER 1:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Proposers:

Please remove and replace the Title Page to reflect the change of the Mandatory Pre-Proposal Conference will be held on **Thursday**, ~~Wednesday~~, June 25, 2015.

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday Thursday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2nd Floor. All proposers SHALL 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 F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@myescambia.com
Website: www.myescambia.com

Technical Assistance:
Whitney Lucas
Accountant, Escambia County Corrections
6575 N. "W" Street
Pensacola, FL 32505
Phone: (850) 417-4479
Fax: (850) 471-6571
Email: welucas@myescambia.com

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.

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 F. Pillitary

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

Attachment:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
FAX (850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

June 30, 2015

To: All Known Proposers

ADDENDUM NUMBER 2:

Re: **Temporary Medical Staffing for Corrections Department**
Specification Number PD 14-15.067

Addendum 2 is for clarification on answers to questions:

Q. Please clarify what is involved with the 8 hours training that will have no cost to the County/corrections department. Is it classroom orientation, hands on patient-care, shadowing, etc. Will the county be willing to negotiate a discounted rate for training as opposed to free of cost?
A. Training is completed by the medical, nursing supervisors, on site. Negotiations is up to the county.

Q. How much is the fingerprinting and who covers the cost?
A. We complete fingerprints / background checks in house at the jail. Currently there is no cost.

Q. How much experience does the county request for each professional? i.e.: 6months, 1 year, 2 years, etc.?
A. Ideally, we would like the candidate to have at least a year experience. However, we will take a new LPN or RN also.

Q. Can you please provide the current incumbent vendors providing Temporary Medical Staffing services?
A. We do not currently have a contract related to temporary medical staffing services. We only have physician staffing contract.

Q. Can you please provide the hourly billing rates of the incumbent vendors for RN, LPN, EMT, and MA services?
A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. What was the total annual expenditure of the current contract in 2014 and YTD 2015?
A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.

Q. Will this be a Sole or multiple award?
A. Pending the evaluation of submissions this may be a multiple award contract.

Q. How many hours are required weekly for RN, LPN, EMT, and MA services?
A. The hours will only be required when we are at a critical staffing need. There will not be a set number of hours required on a weekly basis, this will all depend on the situation at hand.

Q. Will the scheduling for the Temporary Medical Staffing services being requested be a "block booking" advance scheduling or will it be Per Diem?
A. It will be Per Diem

Q. Per our conversation yesterday I was wondering what the job titles will be for this bid.
A. It will be RN, LPN and EMT

Q. Will you be outsourcing all of the nursing needs?
A. At this time it is not planned to outsource all of the nursing needs.

Q. How many hours of locums do you anticipate for the fiscal year?
A. Currently there is not estimate of hours that will be needed. This all depends on the staffing levels within the department. The estimate funds allocated for this expenditure will be: $150,000.

Q. Just to clarify, I originally signed proposal and 3 copies of the CD are required? Please clarify the number of CDs.
A. 3 copies of the CD are required.

Q. Please clarify whether the county wants the proposal bound by staples, binder clips, spiral, etc?
A. Staples or Binder Clips, please no Spiral binding.

Q. Part II section 2-6, is it referring to the personnel roster of the staff or the personnel who will be reporting to the jail for services? Please clarify.
A. No, not the personnel reporting to the jail for the services. The section addresses a response from the proposer on his organizational structure specific to the personnel responsible for delivery of services in the RFP.

Q. Is there an incumbent vendor already in place providing these services? If so, who is the incumbent?
A. We do not currently have a contract for this service.

Q. Do you have current hourly bill rates for these services by an incumbent vendor?
A. We do not currently have a contract for this service.

Q. What is the annual dollar amount usage for each job title needed?
A. The total allotted expenditure is not divided by job title.

Q. What will be the typical length of assignments? Weeks, months, hours?
A. The length of assignment depends on the number of vacancies the medical department has at any given time. There is no way to pre-determine this figure.

Q. Are there any current nurses and/or EMTs currently providing services that the county wishes to transition to the newly awarded vendor?
A. No

Q. Will this be a single award or multiple award Contract?
A. Pending the evaluation of submissions this may be a multiple award contract.

Q. What is the policy on overtime? Is it over 40 hours in a week?
A. 40 hours per week. The weeks run from Saturday-Friday.

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 F. Pillitary

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
SIGNED: _____

COMPANY: _____

JP/lk

COST PROPOSAL

Please see below itemized list of all direct and indirect costs associated with the performance of this contract. The costs include ranges to include various levels of experience.

Title	Hourly Rate	Employer Taxes: Social Security (6.2%)	Employer Taxes: Medicare (1.45%)	Fringe (12%)	Overhead & G&A (7.35%)	Profit (8%)	Subtotal With Fee (Burdened Hourly Rate)
CMA	12.11-14.63	0.75-0.91	0.18-0.21	1.45-1.76	0.89-1.08	0.97-1.17	16.35-19.75
EMT	13.11-16.22	0.81-1.01	0.19-0.24	2.62-3.24	0.96-1.19	1.05-1.30	18.75-23.19
LPN	16.63-20.47	1.03-1.27	0.24-0.30	3.33-4.09	1.22-1.50	1.33-1.64	23.78-29.27
RN	22.89-29.37	1.42-1.82	0.33-0.43	4.58-5.87	1.68-2.16	1.83-2.35	32.73-42



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14332 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/05/2018
Issue: Exercising the First of Two Possible One-Year Renewal Periods For The Agreement Relating To Inmate Civil Legal Services
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the First of Two Possible One-Year Renewals, Provided for in the Agreement Relating to Inmate Civil Legal Services - Selina Barnes, Interim Director of Corrections

That the Board approve the utilization of the first of two possible one-year renewal periods, provided for under Section 2 of the Agreement Relating to Civil Legal Services between Northwest Florida Legal Services, Inc., a Florida not-for-profit corporation and Escambia County, Florida. This Agreement covers the provision of power of attorney documents and additional civil legal services for inmates under the jurisdiction of the Escambia County Jail.

[Funding: Fund 111, Detention/Jail Commissary Fund, Cost Center 290406]

BACKGROUND:

On August 20, 2015, the County entered into an agreement with Northwest Florida Legal Services, a Florida not-for-profit corporation for the provision of power of attorney documents and additional civil legal services for inmates under the jurisdiction of the Escambia County Jail. Section 2 of the respective agreement outlines the term of the agreement. The term is listed as three years with the option to renew for two additional one-year periods. It is the request of the Corrections Department that we utilize the first of the two additional one-year renewals for the period of August 20, 2018 to August 19, 2019.

BUDGETARY IMPACT:

Funding: 111, Detention/Jail Commissary; Cost Center 290406

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the initial agreement. The utlization of the extension as provided for in section 2 of the agreement does not require an amendment to the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise a renewal period beyond the initial term of the agreement.

IMPLEMENTATION/COORDINATION:

Upon approval, the Corrections Department will work with the vendors to obtain those services covered by the specified agreement when necessary.

Attachments

Agreement Relating To Civil Legal Services

AGREEMENT RELATING TO CIVIL LEGAL SERVICES

This Agreement is made and entered into this 20th day of August, 2015, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Northwest Florida Legal Services, Inc., a Florida not-for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is 701 South J Street, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, the County is responsible for the operation of the Escambia County Correctional System, to include the Main Jail Facility and work release, the temporary facility for female inmates at the Road Camp in Cantonment; and

WHEREAS, the County desires to provide civil legal assistance for inmates in the Main Jail Facility (hereinafter referred to as "Facilities") and work release, the temporary facility for female inmates at the Road Camp in Cantonment, Escambia County inmates housed in the Santa Rosa County jail; and

WHEREAS, on September 5, 2013, the parties previously entered into an agreement relating to civil legal services and have agreed to revise certain terms and conditions as specified herein; and

WHEREAS, this Agreement is intended to supersede in its entirety the prior agreement between the County and Contractor, dated September 5, 2013.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years with the option to renew for two (2) additional one (1) year terms. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

3. Contractor's Scope of Services. Contractor agrees to prepare and execute power of attorney (POA) documents and provide additional civil legal services for inmates housed in the Main Jail Facility and work release, the temporary facility for inmates at the Road Camp in Cantonment, and the south wing of the Road Camp (Referred to as CMS).

   For POA matters, Contractor shall utilize a legal assistant to interview inmates, open a file, draft documents, and conduct billing. An attorney shall review each file, drafted documents, and all billing. Cost for preparation of POA documents for inmates will not exceed one (1) hour of work to be performed by a legal assistant billed at a rate of $25.00 per hour and one half (.5) hour of billable attorney time to be billed at a rate of $32.50 per half hour. All work performed on a POA matter shall not exceed a total of

$57.50. Any matter that required extensive work in excess of the agreed maximum rate shall require prior authorization.

For civil legal matters, Contractor shall utilize a legal assistant to interview inmates, open a file, draft documents, and conduct billing. An attorney shall review each file, prepare the appropriate response, and review all billing. All work performed on a matter involving additional civil legal services shall not exceed a total of $20.00. Any matter that requires extensive work in excess of the agreed maximum rate shall require prior authorization. If an inmate has been released or transferred prior to delivery of their POA, Contractor will not bill for that case.

4. Annual Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a maximum rate of $35,000.00 per year.

5. Facilities and Equipment. It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement.

6. Access. Contractor shall coordinate visits to the facilities with the Jail Program Director. Contractor may be provided access to locked locations within the facilities upon approval by the Security Manager.

7. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best effort to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of the 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 such claims 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. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. 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: Northwest Florida Legal Services, Inc. Attention: W. Douglas White 701 South J Street Pensacola, Florida 32502	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32520

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 (7) 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, including, but not limited to, the rules and regulations of the Federal Communications Commission and the Florida Public Service Commission.

16. Confidentiality. To the extent permitted by law, the Contractor shall not use, disclose or disseminate to any person, firm, corporation or entity any confidential information related to the Escambia County Correctional System including, but not limited to, security system plans, building plans, computer systems, criminal intelligence information, and criminal investigative information. Contractor acknowledges that a breach of this provision will cause irreparable injury to the County for which County shall be entitled to temporary and permanent injunctive relief. This provision shall remain in full force and effect and enforceable even after the expiration or termination of this agreement.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of the Florida law and Article II of Chapter 46, Escambia County Code or 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

Witness: Judy H. Witterstaetter

Witness: _____

By: _____
Jack R. Brown, County Administrator

Date: 8/24/15

BCC Approved 08-20-2015

CONTRACTOR:
NORTHWEST FLORIDA LEGAL SERVICES, INC.

By: _____
W. Douglas White

Date: 7/23/15

ATTEST:

By: _____
Corporate Secretary

Date: 7/23/15

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/28/15

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14334 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/05/2018
Issue: Amendment of Agreement for Escambia County Correctional Department Uniforms PD13-14.048
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Second Amendment of Agreement for Escambia County Correctional Department Uniforms, PD 13-14.048 - Selina Barnes, Interim Director of Corrections

That the Board approve and authorize the Chairman to execute the Second Amendment of Agreement for Escambia County Correctional Department Uniforms, PD 13-14.048 between Galls, LLC, and Escambia County, Florida. Pursuant to paragraph 5 of the Agreement, Galls, LLC, has requested a price adjustment directly related to increased costs from suppliers and changes in market conditions affecting labor, utility, and shipping costs. The requested price adjustment would result in an estimated annual increase of $1,146.56 for Corrections Department uniforms.

[Funding is available to cover this increased cost in Fund 001,General Fund; Jail Detention Cost Center 290401; Object Code 55201; and Fund 175, Transportation Trust Fund; Care & Custody Cost Center 290202; Object Code 55201]

BACKGROUND:

On June 26, 2014, after a competitive bidding process facilitated by the Escambia County Office of Purchasing, Escambia County entered into Agreement PD13-14.048 for correctional department uniforms. Paragraph 5 of the original agreement noted the fact that the Contractor may request price adjustments every twelve (12) months. On May 23, 2018, County Administration received correspondence from the Contractor requesting a price adjustment. The correspondence noted that increased costs from suppliers and changes to market conditions affecting labor, utility and shipping costs have resulted in an increased

price of production to the Contractor. This is the second requested increase since the inception of PD13-14.048.

BUDGETARY IMPACT:

Funding is available to cover this increased cost in General Fund 001; Jail Detention Cost Center 290401; Object Code 55201 and Transportation Trust Fund 175; Care & Custody Cost Center 290202; Object Code 55201

LEGAL CONSIDERATIONS/SIGN-OFF:

This amendment has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Board of County Commissioners' Policy requires contract amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by Escambia County Department of Corrections.

Attachments

Price Adjustment Request Letter

Second Amendment to PD 13-14.048

1340 Russell Cave Road
Lexington, KY 40505

May 17, 2018

Via UPS

Escambia County Corrections
213 Palafox Place
Matt Langley Bell III Building
Pensacola, FL 32502

RE: 13-14.048 Escambia County Corrections - Request for Renewal and Price Increase

Dear County Administrator:

Galls, LLC ("Galls") will be happy to renew contract for Escambia County Corrections #13-14.048. However, due to increased costs from our suppliers and changes to market conditions affecting labor, utility, and shipping costs, Galls is requesting a price increase on the effected goods and services provided by Galls on the Contract.

As evidence of the above and for your records, please find enclosed documentation supporting this request. Also enclosed is an updated pricing schedule detailing the increase.

This request is in accordance with the Contract and if approved will take effect on the effective date of the renewal term.

Please direct all questions to the undersigned.

We appreciate your attention to this important matter.

Regards,

Tiffany Brewer
Manager, Contract Administration
Galls, LLC

Enclosure: Updated Pricelist
Vendor Increase Letters

Attnetion: **BONNIE OVERSON**
Account Number: 1001621655
Name: A COUNTY DEPT OF CORRECTIONS
Street Address:
City & State:

Line Item #	PD 13-14.048 Reference #	Galls Item#	Description	Current Cost	Updated Cost
1	1	LP673 PLN NKL 26-44	1 3/4 IN GARRISON BELT	$15.95	$16.80
2	1	LP673 PLN NKL 46-52	1 3/4 IN GARRISON BELT	$15.95	$16.80
3	1	LP673 PLN NKL 54-60	1 3/4 IN GARRISON BELT	$15.95	$16.80
4	2	TU574 SPGN	FL WOMEN'S POLY TROUSER W/1IN BLK STRIPE/FREEDOM FLEX	$29.00	$31.05
5	3	SH157 SPGN	FL MENS L/S ZIPPER POLICE SHIRT	$29.00	$31.05
6	3	SH159 SPGN	FL MENS S/S ZIPPER POLICE SHIRT	$26.50	$28.68
7	4	SR570 TDKH	S/S TACLITE PRO POLY/COTTON RIPSTOP SHIRT	$46.63	$50.47
8	4	SR571 TDKH	TACLITE PRO SHIRT LS POLY/CTN RIPSTOP	$46.63	$48.02
9	5	JW038 GLD/SIL	Blackinton Handcuff Tie Bar	$6.25	$6.34
10	6	TU273 BLK	WOMENS PREMIUM RELAXED FIT FLAT FRONT PANT	$18.45	$19.40
11	6	TU831 BLK	WOMENS RELAXED STRAIGHT STRETCH TWILL PANT	$18.45	$19.40
12	7	TR026 BLK	DICKIES FLAT FRONT COTTON TROUSERS	$19.47	$19.47
13	8	TU207 SPGN	FL MENS POLY TROUSER W/1IN BLACK STRIPE&FREEDOM FLEX	$29.00	$31.05
14	9	TR643 BLK	5.11 TACLITE TDU PANTS	$37.41	$40.47
15	10	SR327 SPGN	FL WOMEN'S S/S ZIPPER POLICE SHIRT	$26.50	$27.03
16	10	SR328 SOGB	FL WOMEN'S L/S ZIPPER POLICE SHIRT	$29.00	$29.58
17	11	SW724 STN	5.11 PERFORMANCE S/S POLO	$40.48	$41.69
18	11	SW726 STB	5.11 PERFORMANCE L/S POLO	$42.02	$43.28
19	12	LP680	2 OZ MACE HOLDER	$9.75	$16.00
20	13	EM011	CPR HOLSTER SET	$6.75	$6.75
21	14	NT095 SUK/GLD	BLACKINTON NAMETAG 1/2IN X 2 1/2IN ONE LINE	$8.50	$9.13
22	15/16	UA494 BLK ALL SIZES	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	$4.00	$4.00
23	17	ST147 DKGN	MENS CORENERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	$40.48	$40.48
24	17	ST037	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL L/S POLO	$42.02	$42.02
25	18	JA507 BLK SM-2X	511 TACTICAL BIG HORN JACKET	$105.00	$108.15
26	18	JA507 BLK 3X-4X	511 TACTICAL BIG HORN JACKET	$105.00	$108.15
27	19/20	FW827 4-14 M/W WIDTH	ROCKY ALPHAFORCE ZIPPER COMPOSITE TOE DUTY BOOT	$89.00	$102.00
29	21	SP644 8-14 MW/EW	ROCKY PULL ON WELLINGTON BOOTS	$89.00	$89.00
30	22	FW140 4-15 M/W WIDTH	ATAC 6IN SHIELD BOOT SIDE ZIP	$100.45	$103.46
31	24	SP195	MEN'S ATHLETIC SLIP-ON SHOES	discontinued	discontinued
32	25	JA877 BLK XS-KL	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$29.60
33	25	JA877 BLK 2X	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$30.60
34	25	JA877 BLK 3X	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$32.65
35	25	JA877 BLK 4X	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$33.70
36	25	JA877 BLK 5X	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$35.70
37	25	JA877 BLK 6X	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$35.70

V. H. Blackinton & CO., INC.
221 JOHN DIETSCH BLVD.
P. O. BOX 1300
ATTLEBORO FALLS, MA 02763-0300
508 699-4436
FAX: 508 695-5349
badges@blackinton.com

April 19, 2018

Escambia County Corrections
213 Palafox Place
Pensacola, FL 32502

Re: Price Increases for J88 and J1

To whom it may concern:

This letter is to confirm that V.H. Blackinton & Co., Inc. implemented an approximate price increase of 1.5 percent on the items above which took effect January 1, 2018 from the previous year.

Please let us know if we can be of further assistance to you.

Best Regards,
V.H. BLACKINTON & CO., INC.

Stacy Rochefort
Galls Account Manager
International and Domestic
Sales Support Manager

Phone: 508-699-4436 ext. 149
Fax: 508-695-5349
E-mail: stacy@blackinton.com
www.blackinton.com

Fechheimer

April 23, 2018

Galls
Attn: Karen Randols
1340 Russell Cave Road
Lexington, KY 40505

Dear Karen,
This letter is to confirm price increases for the styles listed below, supplied by Fechheimer to Galls for Escambia County;

Manufacturer:	GQ#/Model #
Fechheimer	TU574/3706BKW
	SH157/35W77Z
	SH159/85R77Z
	TU207/3706BK
	SR327/76R77Z
	SR328/126R77Z

The average increase over the last year was approximately 2%. This is in result of an increase in materials, trim, labor, and overhead. If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,

Brian Duffy
VP, Customer Service

4545 Malsbary Road Cincinnati, Ohio 45242 Phone: 513-793-5400 Fax: 513-793-7819 www.fechheimer.com

SECOND AMENDMENT OF AGREEMENT FOR ESCAMBIA COUNTY CORRECTIONAL DEPARTMENT UNIFORMS (PD 13-14.048)

THIS SECOND AMENDMENT OF AGREEMENT is made 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 Galls, LLC, a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN Number: 20-3545989, whose principal address is 1340 Russell Cave Road, Lexington, KY 40555 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on or about July 17, 2014, the County entered into an Agreement with Azar's Uniforms, Inc. for Escambia County Correctional Department Uniforms, Specification Number P.D. 13-14.048 (hereinafter referred to as the "Agreement"); and

WHEREAS, on January 19, 2017, the County entered into an Assignment of the Agreement in which Azar's Uniforms, Inc. assigning all of its rights, duties and obligations under the Agreement to Galls, LLC; and

WHEREAS, on June 8, 2017, the County entered into an Amendment to the Agreement authorizing a price adjustment effective June 26, 2017; and

WHEREAS, pursuant to paragraph 5 of the Agreement, the Contractor may request price adjustments every twelve months, which shall be accomplished by written amendment to the Agreement; and

WHEREAS, the Contractor has submitted a request for a price increase relating to items listed on the original bid form, as amended, which was accompanied by written justification attesting that the request is a bona fide cost increase to the Contractor; and

WHEREAS, the Board of County Commissioners finds it is 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 and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. The Agreement is amended to reflect that *Exhibit B* to the Agreement, as previously amended, is hereby replaced in its entirety with the revised price schedule, attached hereto as *Exhibit B (REVISED)*.

3. The effective date of this Amendment shall be on the date last executed by the parties.

4. The parties hereby agree that all other provisions of the Agreement, as amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The Agreement and any amendments 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 Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR: GALLS, LLC

_____
Witness

By: _____
R. Michael Andrews, Jr., CFO

_____
Witness

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/22/18

GALLS
The Authority in Public Safety Equipment and Apparel

Attnetion: **BONNIE OVERSON**
Account Number: 1001621655
Name: A COUNTY DEPT OF CORRECTIONS
Street Address:
City & State:

Line Item #	PD 13-14.048 Reference #	Galls Item#	Description	Current Cost	Updated Cost
1	1	LP673 PLN NKL 26-44	1 3/4 IN GARRISON BELT	$15.95	$16.80
2	1	LP673 PLN NKL 46-52	1 3/4 IN GARRISON BELT	$15.95	$16.80
3	1	LP673 PLN NKL 54-60	1 3/4 IN GARRISON BELT	$15.95	$16.80
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5	3	SH157 SPGN	FL MENS L/S ZIPPER POLICE SHIRT	$29.00	$31.05
6	3	SH159 SPGN	FL MENS S/S ZIPPER POLICE SHIRT	$26.50	$28.68
7	4	SR570 TDKH	S/S TACLITE PRO POLY/COTTON RIPSTOP SHIRT	$46.63	$50.47
8	4	SR571 TDKH	TACLITE PRO SHIRT LS POLY/CTN RIPSTOP	$46.63	$48.02
9	5	JW038 GLD/SIL	Blackinton Handcuff Tie Bar	$6.25	$6.34
10	6	TU273 BLK	WOMENS PREMIUM RELAXED FIT FLAT FRONT PANT	$18.45	$19.40
11	6	TU831 BLK	WOMENS RELAXED STRAIGHT STRETCH TWILL PANT	$18.45	$19.40
12	7	TR026 BLK	DICKIES FLAT FRONT COTTON TROUSERS	$19.47	$19.47
13	8	TU207 SPGN	FL MENS POLY TROUSER W/1IN BLACK STRIPE&FREEDOM FLEX	$29.00	$31.05
14	9	TR643 BLK	5.11 TACLITE TDU PANTS	$37.41	$40.47
15	10	SR327 SPGN	FL WOMEN'S S/S ZIPPER POLICE SHIRT	$26.50	$27.03
16	10	SR328 SOGB	FL WOMEN'S L/S ZIPPER POLICE SHIRT	$29.00	$29.58
17	11	SW724 STN	5.11 PERFORMANCE S/S POLO	$40.48	$41.69
18	11	SW726 STB	5.11 PERFORMANCE L/S POLO	$42.02	$43.28
19	12	LP680	2 OZ MACE HOLDER	$9.75	$16.00
20	13	EM011	CPR HOLSTER SET	$6.75	$6.75
21	14	NT095 SUK/GLD	BLACKINTON NAMETAG 1/2IN X 2 1/2IN ONE LINE	$8.50	$9.13
22	15/16	UA494 BLK ALL SIZES	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	$4.00	$4.00
23	17	ST147 DKGN	MENS CORENERSTONE SELECT SNAG-PROOF TACTICAL S/S POLO	$40.48	$40.48
24	17	ST037	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL L/S POLO	$42.02	$42.02
25	18	JA507 BLK SM-2X	511 TACTICAL BIG HORN JACKET	$105.00	$108.15
26	18	JA507 BLK 3X-4X	511 TACTICAL BIG HORN JACKET	$105.00	$108.15
27	19/20	FW827 4-14 M/W WIDTH	ROCKY ALPHAFORCE ZIPPER COMPOSITE TOE DUTY BOOT	$89.00	$102.00
29	21	SP644 8-14 MW/EW	ROCKY PULL ON WELLINGTON BOOTS	$89.00	$89.00
30	22	FW140 4-15 M/W WIDTH	ATAC 6IN SHIELD BOOT SIDE ZIP	$100.45	$103.46
31	24	SP195	MEN'S ATHLETIC SLIP-ON SHOES	discontinued	discontinued
32	25	JA877 BLK XS-KL	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$29.60
33	25	JA877 BLK 2X	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$30.60
34	25	JA877 BLK 3X	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$32.65
35	25	JA877 BLK 4X	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$33.70
36	25	JA877 BLK 5X	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$35.70
37	25	JA877 BLK 6X	WIND JACKET FULL ZIP SPORT-TEK	$38.00	$35.70



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14371 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/05/2018
Issue: Ratify and Approve the Volunteer Florida Federal Fiscal Year 2019 Emergency Management Performance Grant CERT Program Proposal
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Volunteer Florida Federal Fiscal Year 2018-2019 Emergency Management Performance Grant Program CERT Application - Michael D. Weaver

That the Board take the following action:

A. Ratify the June 15, 2018, electronic submission of the Volunteer Florida Request for Proposal Notice to Applicants Florida Fiscal Year 2018-2019 Emergency Management Performance Grant Program CERT/Citizen Corps Program/Application for the Escambia County CERT (Community Emergency Response Team) Program; and

B. Ratify the June 15, 2018, electronic signature of Michael D. Weaver, Public Safety Department Director on the Application.

BACKGROUND:

In support of the national effort to develop and enhance CERT programs, federal funds are being provided to continue the effort to engage, educate, and train local citizens in their role as it relates to emergency preparedness, response, recovery, mitigation, and public health measures for all hazards. The grant will provide funds totaling $10,000, if awarded with local match being required from either the selected contractor implementing the grant or from the existing Emergency Management Division budget funding.

BUDGETARY IMPACT:

If awarded, these funds are designed as a reimbursement program to the Escambia County Division of Emergency Management for costs associated with eligible program activities. The local match requirement will be met by either the selected contractor implementing the program or from existing Emergency Management Division budget funding. No additional local budget authorization would be needed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grant Policy and CERT program guidelines. Current Board policy requires grant applications to be reviewed and approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation of this grant if awarded, in coordination with Volunteer Florida.

Attachments

CERT Application

John Dosh

From: Volunteer Florida <mail@grantapplication.com>
Sent: Tuesday, June 12, 2018 6:32 AM
To: Greg Strader
Subject: Your Application

Your application has been saved successfully, and the tracking number is 27079. For your records, here is a copy of the contents of your application.

At any time you need to review your application please visit
https://www.grantrequest.com/AccountManager.aspx?sid=2153

FY1819 CERT

Before You Begin

REQUEST FOR PROPOSAL
NOTICE TO APPLICANTS
Florida FY 2018-2019
Emergency Management Performance Grant Program
CERT/Citizen Corps Program

The Florida Commission on Community Service (Volunteer Florida) will receive sealed proposals until 5:00 p.m., Eastern Time, June 15, 2018. Late proposals will not be considered.

For information regarding this notice, and throughout this competitive acquisition process, interested service providers shall contact:

Christy Rojas
CERT Program Manager
Volunteer Florida
3800 Esplanade Way, Suite 180
Phone: 850-414-7400 x106
FAX: 850-921-5146
E-mail: Christy@volunteerflorida.org

OVERVIEW
In anticipation of receipt of federal funding for the FY 2018-2019 Community Emergency Response Team (CERT)/Citizen Corps Program, Volunteer Florida will make available through a funding application process, up to $300,000 for disaster preparedness, training and education needs of Floridians. Funding amounts are awarded by Volunteer Florida to sub-grantees based on sub-grant application scoring criteria as outlined herein. The maximum amount per sub-grant is $10,000 for training, exercise, equipment, and operations for their participation in the FY 2018-2019 CERT/Citizen Corps Program. Interested parties may apply for funding for a CERT program, a Citizen Corps program, or both. If seeking funding for both CERT and

Citizen Corps, a separate sub-grant application must be electronically submitted for each via MicroEdge. Each sub-grant application may request up to $10,000.

A complete RFP can be found on the Volunteer Florida Website: FY18/19 CERT/CC RFP

Cover Page

Cover Page

CERT/Citizen Corps
CERT

Name of Organization
Escambia County

Address
6575 N."W" Street
Pensacola, FL 32501

Application Type
(Start up or Expansion Team)
Expansion Team

Type of Organization
Emergency Management

Current Citizen Corps Council (if applicable)
Yes

City

Pensacola

County

Escambia

Postal Code

32505

First Name

John

Last Name

Dosh

Phone

850-471-6409

E-mail

jsdosh@co.escambia.fl.us

Federal Employer Identification Number
FEIN

59-60000598

DUNS #

75079673

Point of Contact Name

John

Last Name

Dosh

Phone

850-471-6409

E-mail Address

jsdosh@co.escambia.fl.us

Total Amount Requested
(not to exceed $10,000)

10000.00

General

General (Maximum 10 points)
1. Program Geographical Area
Escambia County

2. Name of the applicant's sponsoring

Escambia County Emergency Management

3. Please indicate the type of sponsoring agency/group
County Emergency Management; Fire/Rescue Services; Fire Tax District; City Emergency Management Office; Citizen Corps Council; Native American Tribe; Sheriff/Police Agency
County Emergency Management

4. Is a letter of support from the corresponding County Emergency Management Agency included with this application?
If no, please explain why a letter is not included

No, Emergency Management is the applicant and our support is discussed in the application.

5. Does the applicant's program (e.g. CERT, MRC, etc) plan to obtain, or currently receive "in-kind" local support, or other non-federal funding sources in order to extend or sustain outreach/training/volunteer capabilities?
Please respond yes or no

Yes

6. Please list in detail the source of cash or in-kind match and estimated dollar value in the section provided below. Also list the source and dollar amount from additional Homeland Security Grant Program grants (including other portions/sub-grant agreements from USAI, SHSGP, MMRS, etc.)
285.34 hours of volunteer/staff service for planning, promotion, training, and other CERT activities - $7,045 for personnel time. Warehouse space - $100. Personal Protective Equipment - $880, Training equipment - $500, Training supplies - $975, Training facilities - $500. Program Manager support through staff time - Total In-Kind/Cost-Match = $10,000.

7. Please explain your plans to maintain your program/members if current funding should end.
Current funding only partially funds the full costs of maintaining the program. If the funding ends, the contractor will continue as the Citizen Corps Coordinator and devote staff time of its CEO, Director, Operations and Readiness and Manager, Programs and Services to the extent possible on an in-kind basis to continue the Program. Volunteers In Service to America (VISTA) members will supplement Citizen Corps council volunteers to sustain the program and support members. The Leadership team is made up of six instructors (TTT) and two Program Managers that will continue to be supported by Volunteers in Service to America (VISTA) members as they collectively support CERT members.

Provide a general overview of your program (new or existing) to include experience and abilities to be utilized.
The Escambia County CERT program is currently coordinated by the Be Ready Alliance Coordinating for Emergencies (BRACE), a community-based disaster coalition that is the nation's most recognized through the FEMA Individual and Community Awards program. BRACE has been recognized with the John D. Solomon Preparedness Award for whole community preparedness, the Awareness to Action Award, the Promising Partnerships Award and 10 honorable mentions in categories including youth preparedness. The success of the CERT programs the organization coordinates have contributed to the recognition of its efforts. FEMA recognition has cited the coordinator's response to the Deepwater Horizon Oil Spill, a declared flood in 2014 and two EF-3 tornadoes in 2016, all led by CERT trained volunteers and staff, as among the reasons for the recognition. The programs have frequently been cited as best practices. The CEO served with the American Red Cross for 28 years and led that organization's local response to hurricanes Erin, Opal, Ivan, Dennis and Katrina prior to founding BRACE. He deployed to the State EOC for 15 disasters, assisting Emergency Support Functions (ESF) 6 (Mass Care), ESF 15 (Volunteers & Donations) and the Volunteers and Donations Hotline.

The CERT Coordinator is present at the Emergency Operations Center during emergencies and uniquely positioned to be responsive to the volunteer needs of Emergency Management and its partners. Over four decades of collective experience in voluntary organizations allows CERT leadership to quickly

identify staffing and resource gaps that may arise during emergencies that can be addressed by volunteers. The Coordinator is able to refer CERT volunteers to organizations best able to utilize their knowledge, skills, and abilities. The CERT program benefits from having six CERT Train-the-Trainers (TTT), G428 qualified individuals, serving as members of the CERT Leadership Team. The program also has two G427 Program Manager trained personnel serving as program managers. Nine subject matter experts representing emergency services disciplines assist with curriculum, planning and delivery of programming.

The program Coordinator is the Lead Organization for ESF 15 and a Support Organization for ESF 6 in Escambia County, utilizing CERT and Citizen Corps volunteers to coordinate affiliated and unaffiliated volunteers. Those efforts are supported by partner organizations that host and staff the primary volunteer reception center (VRC) in the community. CERT members have historically be utilized to lead teams of spontaneous volunteers that have responded to disasters.

The CERT program coordinator routinely partners with other CERT programs in Florida Division of Emergency Management Region I and assists in the coordination of the Western Panhandle Advanced Training Academy that offers over a dozen training classes for CERT members..

Cost Effectiveness

Cost Effectiveness (Maximum 10 points)

1. Is this applicant a new Citizen Corps Council?
Yes or No

No

2. What is the cost per trainee for the sub-grant award requested?

New programs submit current figures. Continuing and expansion programs submit figures from previous years.

Sub-grant Amount Request

10000

Number of Estimated Trainees

100

Cost per trainee
Please refresh the total by hitting the calculator icon.

100.0000

What is the cost of refresher and/or advanced training for this sub-grant?

Refresher/Advance Course $

7000

Number of Trainees

70

Average per trainee
Please refresh the total by hitting the calculator icon.

100.0000

Please provide justification for the calculations of the cost ration. For example, describe what factors impact the costs involved in operation the program.
The CERT Program has helped over 500 partners in all-hazards emergency preparedness efforts. The Program will issue Personal Protective Equipment (PPE) to volunteers and conduct background checks on volunteers who commit to deploy during emergencies to provide emergency services if requested by Emergency Management at the county, municipality or state level. The Program will also seek approval of the State Citizen Corps/CERT office to utilize its inventory of CERT bags, (that meet PPE requirements), to ensure every participant has access to the required equipment during training. This approach will allow for cost-effective recruitment and training of many more CERT members than would otherwise be possible.

Returning Applicants Only

If the applicant has received a CERT/Citizen Corps sub-grant award in the past, please provide the funding source, funding amount, funding year and program type. Please list any measures of productivity that might support that this investment will be successful at the conclusion of the period of performance.
If new, please note N/A

Funding by the Florida Division of Emergency Management and Volunteer Florida under the U.S. Department of Homeland Security - CERT: FY 10 - $10,000, FY 11 - $10,125, FY 12 - $9,600, FY 13 - $7,500, FY 14 - $11,200, FY 15 - $5,496, FY 16 - $9,158, FY 17 -$7,000. Citizen Corps: FY 10 - $7,000.00, FY 11 - $10,125.00, FY 12 - $5,850.00, FY 13 - $7,500.00, FY 14 $7,000.00, FY 15 - $5,502.00, FY 16 - $9,161.00, FY 17 - $7,000.00, FY 18 - $7,000.00. Personnel trained through basic CERT - 477, personnel trained through advanced training – 361, emergency preparedness messages reaching residents of Escambia County– 313,512. Number of preparedness and mitigation publications distributed and social media interactions with the public: 197,373. Number of people trained in community preparedness and family safety measures: 13,867. Number of volunteers participating in formal programs relating to crime prevention, and emergency preparedness, mitigation or response and public health needs: $4,816.

Proposed Budget

Proposed Budget (Maximum 20 points)

Proposed budgets must be completed using the Florida Disaster Fund Proposed Budget Form. Budgets should include only those costs associated with allowable activities under the RFP. Funds may not be used to pay for entertainment costs including food and beverage. Each budget line item should be itemized and clearly defined. All amounts should be rounded to the nearest whole dollar (do not include cents). *Non-expendable equipment is not allowed under the training category. Examples of non-expendable equipment include: laptops, LCD projectors, video screens, etc.

Proposed Budget Template

Attach completed budget proposal

Escambia County CERT Budget.docx

Proposed Budget Narrative

Use this section as necessary to describe the adequacy of your budget to support your project design and activities. *Please provide AEL numbers for any items over $100, relative to line item #5 listed above.

1.1 Plan and conduct the Western Panhandle Advanced CERT and Citizen Corps Academy and train members through the Florida/National CERT Conference to build relationships with other CERT teams in Florida Division of Emergency Management Region I and statewide.

1.2 Plan and coordinate the efforts of CERT members to establish partnerships with local businesses, conduct training and build a culture of preparedness through the utilization of employee as volunteers.

2.1. Coordinate efforts to complete level 2 background checks for CERT members that have successfully completed basic training that are willing to assist with disaster preparedness, response, recovery and mitigation efforts locally and throughout Florida.

2.3 Coordinate participation of CERT members in hospital exercises and advanced training.

2.4 Coordinate efforts to assist ESF 6 with staffing of shelters by continue to cross train CERT members in shelter management and operations in collaboration with the American Red Cross.

2.5 Coordinate CERT member training to assist Emergency Support Function 11 (Food and Water) in staffing Points of Distribution (PODs) following disasters..

2.6 Coordinate CERT member training to assist in staffing Points of Dispensing for a mass prophylaxis event like a pandemic or other health emergency.

2.7 Coordinate efforts to utilize CERT members to assist in staffing for the EOC to assist with ESF- 15 activities in tines of emergency or disaster.

2.8 Coordinate efforts to utilize CERT members for firefighter rehab by partnering with the American Red Cross.

2.9 Coordinate efforts to utilize CERT members to conduct outreach and education to enhance whole community engagement in all hazards planning in support of Emergency Management.

2.10 Coordinate efforts required to deploy or refer CERT Members to assist with disaster preparedness, response, recovery and mitigation efforts, including staffing Points of Distribution (PODs) and the Government POD (GPOD) following a disaster.

3.1 Conduct Virtual Operations Support Team (VOST) training of CERT members to assist during emergencies by monitoring social media and disseminating validated information to the public in partnership with other VOST teams in the state.

3.3 Conduct forklift operations training of CERT members to assist in unloading trucks of food, water and other emergency supplies and resources delivered to Points of Distribution (POD) for warehousing prior to distribution to the public during emergencies.

3.2.1 Register CERT members and provide lodging for participation in the Florida/National CERT Conference to enhance cooperation, communication, coordination and collaboration with other CERT teams through training and exercises with other teams to promote building relationships.

5.1 Purchase CERT PPE (e.g. backpacks,goggles, helmets, safety vests, etc.) for training to promote safety and issue to CERT members that successfully complete training and background checks and agree to assist in disaster preparedness, response and/or recovery.

5.2 Purchase other authorized equipment needed to train CERT members and teams in firefighter rehab, VOST and other disaster response actives.

1. Key Activities

please provide a description of associated key activities that will lead to the milestone event(s) over the FY 2018-2019 EMPG CERT/Citizen Corps period of performance. Start dates should reflect the start of the associated key activities and end dates should reflect when the milestone event will occur. Applicants should provide at least 10 but no more than 15 milestones for the period July 1, 2018 – June 30, 2019.

July 1, 2018 - September 30, 2018

1. Assist in the coordination of the Western Panhandle Advanced CERT Academy and register members as participants in the Florida/National CERT Conference.
2. Coordinate the efforts of members to build partnerships with local businesses and recruit participants for CERT training.
3. Coordinate and conduct forklift operations training.

October 1, 2018 - December 31, 2018

4. Conduct level two background checks on CERT members interested in deploying when requested by partners at the local level and in support of communities statewide.
5. Train CERT members to assist ESF 6 in staffing shelters.
6. Coordinate CERT efforts with partners to distribute and install smoke alarms

January 1, 2019 - March 31, 2019

7. Coordinate CERT efforts for participation in hospital exercise.
8. Coordinate CERT outreach efforts to recruit trainees and conduct training and education.
9. Conduct basic and advanced CERT training
10. Purchase CERT PPE's (goggles, helmets, safety, vests, etc.) and issue equipment to members that have passed background checks that agree to be available to deploy in support of partners and other communities.

April 1, 2019 - June 30, 2019

11. Secure equipment, coordinate and conduct firefighter rehab training
12. Submit the close-out report to Volunteer Florida once final reimbursement is received.

Proposed Quarterly Period Milestones Template

Attach Quarterly Period Milestones

Escambia County CERT Milestones.docx

2. Implementation Plan

Please describe the implementation plan for the program.

a. Strategy and methodology for recruitment

The strategy is to follow the Department of Homeland Security CERT community integration plan and ensure consistency with the Florida and Escambia County Comprehensive Emergency Plans. Public-private (non-governmental) partnerships will be expanded that will enhance community resilience while taking a "whole community" approach to emergency preparedness.

- Recruit CERT members through the local Community Organizations Active in Disaster (COAD) and member organizations of the Florida Voluntary Organizations Active in Disaster (FLVOAD).
- Coordinate the efforts of organizations that serve persons with disabilities and functional needs to recruit staff, volunteers and clients for CERT training.
- Conduct outreach through local schools to expand training of high school students through Teen CERT and participation in the Program.
- Recruit CERT members through neighborhood watch and other community associations
- Recruit Medical Reserve Corps (MRC) members to cross train as prospective CERT instructors and/or subject matter experts.

• Work with Regional Domestic Security Task Force, Local Emergency Planning Council, Local Mitigation Strategy committee and nongovernmental organizations to promote CERT training and recruitment.
• Maintain CERT pages on website featuring information about training, drills, deployments and other information designed to interest prospective recruits.
• Plan high profile events for National Preparedness Month to reach diverse organizations and promote CERT training as an aid to recruitment.
• Promote CERT through faith-based partners.
• Leverage Emergency Support Function 15 (Volunteers & Donations) Lead Role to promote CERT training and volunteer service during emergencies as a tool for recruitment.
• Partner with Emergency Support Function 18 (Business & Industry) Lead and Support organizations to promote CERT training to recruit CERT members and promote Workplace CERT. Continue to build relationships that are important to the growth and the ability of our CERT program to operate effectively in the community.
• Cross train CERT volunteers with other programs to build better collaboration, encourage service, sustain training levels, and enhance the capabilities of CERT members to help establish a culture of preparedness.

b. Plans to utilize members in emergency situations; andform, release of information, case plan development, outcomes and indicators monitoring, program monitoring reports, repair estimation, case presentation, volunteer tracking, case closure

• CERT members will participate during emergencies in roles prioritized by Emergency Management, and in support of partners to:
a. Provide staffing of Points of Distribution and Dispensing.
b. Assist in staffing shelters.
c. Provide Functional Needs Support Services (FNSS) at shelters.
d. CERT members with a level 2 background check will deploy statewide.
e. Staff Volunteer Reception Centers
f. Provide staffing support at the Emergency Operations Center.

c. Any additional programmatic information specific to the program.

The CERT Program will continue to actively engage the public in disaster preparedness and training activities throughout the unincorporated areas of Escambia County. CERT members will support the Western Panhandle Advanced Training Academy conducted in partnership with Santa Rosa Emergency Management and SAFER Santa Rosa that has trained CERT members from counties throughout Region I and beyond.

The Coordinator of the CERT program has been recognized more frequently through the FEMA Individual and Community Preparedness Awards program than any other organization in the country, including the following in recent years:

• Winner "Awareness to Action" in 2017
• Honorable Mention "Whole Community Preparedness" in 2017
• Honorable Mention "Whole Community Preparedness" in 2016
• Honorable Mention "Awareness to Action" in 2016
• Honorable Mention "Whole Community Preparedness" in 2015
• Honorable Mention "Awareness to Action" in 2015
• Winner "John D. Solomon Preparedness Award" 2012
• Winner "Promising Partnerships" in 2011

d. Identify the emergency management and partner organizations, or the targeted population area whose emergency management needs will be directly benefited by this program.

The ultimate goal of the program is to support Emergency Management in the provision of services to protect life, safety and property of all 313,512 residents of Escambia County. CERT members plan to engage organizations and individuals in the vital work of the:
The CERT program plans to engage organizations and individuals in the vital work of:
• Escambia County Public Safety and Emergency Management: Emergency Support Function 6 (Mass Care);Emergency Support Function 15 (Volunteers & Donations);Emergency Support Function 18 (Business & Industry)
Escambia County Citizen Corps Council
• Medical Reserve Corps and Neighborhood Watch

Community Integration

Community Integration (Maximum 20 points)

The Citizen Corps mission is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds.

1. Briefly describe how the CERT/Citizen Corps Program specifically fulfills/supports a part of the Citizen Corps Mission in the community (Refer to the Citizen Corps mission statement above).
The CERT program is supporting the Citizen Corps Mission as a community-based all-hazards training program that provides education and training opportunities for every individual that make our community and region safer, stronger and better prepared to respond to the multitude of hazards to which our community is vulnerable. The CERT Program serves as a surge resource of volunteers to support and supplement first responders during emergencies and to help our community prepare for, respond to, recover from and mitigate the impacts of disasters.

2. Briefly describe how CERT/Citizen Corps training promotes partnership efforts between emergency services in the community and the people they serve.
Local government prepares for everyday emergencies, However, during a disaster, the number and scope of incidents can overwhelm conventional emergencies services. CERT members are trained to assist first responders during an emergency or a disaster. CERT members are the help before professional and para-professional help arrives.

CERT members can assist local search and rescue teams with searches in neighborhoods and in the wilderness. CERT's can help prioritize victims based on their injuries before or while paramedics are treating them. CERT's are trained to shut off utilities for buildings and houses, which is useful to mitigate additional hazards. CERT's can assist firefighters with putting out small fires and can assist local law enforcement with traffic control and evacuations.

3. Briefly describe how the CERT/Citizen Corps program assists or will assist families, neighborhoods, and businesses with preparing, responding, and recovering from major disasters/incidents in a neighbor-helping-neighbor community spirit.
The CERT Coordinator teaches the benefits of neighbor-helping-neighbor before, during and after disasters. The CERT Coordinator promotes the utilization of the Florida Division of Emergency Management online "Get A Plan" programs for the development of family, business and special needs disaster plans that will help families, businesses and organizations prepare for, respond to and recover from major disasters and other emergencies. The Coordinator also promotes the use of disaster preparedness, response and recovery resources available through Ready.gov and FEMA's America's PrepareAthon website. The CERT Coordinator will continue to participate as a leading partner of the EscaRosa Business Continuity Initiative that has recruited all chambers of commerce in Escambia and Santa Rosa counties, Better Business Bureau and West Florida Regional Planning Council to enhance business preparedness, response, recovery, and mitigation for disasters. The Coordinator also teaches awareness of potential risks and impacts through outreach events so individuals can prepare and

mitigate their homes, as well as assist their neighbors, community, and business.

4. Please describe how the applicant's mission will be integrated into a strategy plan, either by adoption of the CERT/Citizen Corps mission directly by the Citizen Corps Council once formed, or by any other means.

To coordinate and provide a comprehensive, all-hazard, multi-jurisdictional, multi-organizational emergency management program that protects lives, property, and the environment from disaster through prevention, preparedness, response, recovery, and mitigation operational planning activities."

This strategy was developed to the benefit of the county EM program, but is also required by the Emergency Management Preparedness and Assistance (EMPA) grant scope of work with each new contract year, and is a strategy developed in collaboration with all of the Escambia County Emergency Operations Center (EOC) partners and then critiqued, reviewed, and approved by a publicly gathered EM strategy committee. This strategy was actually just developed this year, approved by the EM strategy committee on April 11, 2017, and signed by the committee chair May 1, 2017. This strategy is also provided to the Florida Division of Emergency on an annual basis for their records. A copy of the strategy is maintained with the Division of Emergency Management and can be provided upon request.

5. Briefly describe the applicant's level of support for accepting this CERT/Citizen Corps Annex as valid documentation of the role of CERT to partially meet education/training/auxiliary preparedness, response, and recovery mission role for Citizen Corps in the jurisdiction.

The Escambia County Division of Emergency Management is in full support of the CERT and Citizen Corps programs being implemented here in Escambia County and all of our jurisdictions. Along with the efforts of the county and EM staff, the CERT and Citizen Corp programs are valuable in assisting and augmenting county EM efforts in preparing, responding to, and recovering from disasters that impact our community.

A significant effort in making a resilient community is through educational and training opportunities that the CERT and Citizen Corps programs offer to prepare our community. Throughout the year, the CERT and Citizen Corps programs actively promote, recruit, train, and prepare our citizens, organizations, and businesses against disaster wherever opportunities exist. And when resources are needed during disaster response and recovery efforts, the ESF 15 Volunteers & Donations desk within our EOC operations, will recruit and coordinate these CERT and Citizen Corps resources where appropriate and legally acceptable.

If the applicant has a Florida Registered Citizen Corps Program within its community/jurisdiction, please complete the following information:

Name of Citizen Corps Program:

Escambia County Citizen Corps

Contact Person:

Erin Epinfino

Email:

kepifanio@bereadyalliance.org

Phone Number:

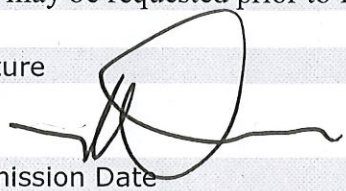
850-444-7041

Submission

To the best of my knowledge, the data in this proposal is true and correct and the governing body of the applicant has duly authorized the enclosed documents. I understand that incomplete proposals or proposals submitted after the deadline may not be accepted or reviewed.

By signing below, the undersigned acknowledges having read and understood the disaster program guidelines and will be able to fully comply with the provisions of these guidelines as well as any and all additional applicable federal, state and local requirements, including procurement and financial management. Applicant also acknowledges that if a funding recommendation is made for less than the full amount applied for, additional documentation to include but not limited to a revised budget, scope of work and proposed accomplishments may be requested prior to final funding determinations.

Electronic Signature



Application Submission Date

6/15/18

Note- Once the proposal is submitted you will receive an automated e-mail from Volunteer Florida with a copy of the submission and a tracking number. If no tracking number is received, the proposal was not submitted.

Thank you,

Volunteer Florida

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14341 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/05/2018
Issue: Ratify and Approve the Volunteer Florida Federal Fiscal Year 2019 Emergency Management Performance Grant Citizen Corps Program Proposal
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Volunteer Florida Federal Fiscal Year 2018-2019 Emergency Management Performance Grant Program Citizen Corps Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action:

A. Ratify the June 15, 2018, electronic submission of the Volunteer Florida Request for Proposal Notice to Applicants Florida Fiscal Year 2018-2019 Emergency Management Performance Grant Program CERT/Citizen Corps Program/Application for the Escambia County Citizen Corps Program; and

B. Ratify the June 15, 2018, electronic signature of Michael D. Weaver, Public Safety Department Director on the Application.

BACKGROUND:

In support of the national effort to develop and enhance Citizen Corps programs, federal funds are being provided to continue the effort to engage, educate, and train local citizens in their role as it relates to emergency preparedness, response, recovery, mitigation, and public health measures for all hazards. The grant will provide funds totaling $10,000, if awarded with local match being required from either the selected contractor implementing the grant or from the existing Emergency Management Division budget funding.

BUDGETARY IMPACT:

If awarded, these funds are designed as a reimbursement program to the Escambia County Division of Emergency Management for costs associated with eligible program activities. The local match requirement will be met by either the selected contractor implementing the program or from existing Emergency Management Division budget funding. No additional local budget authorization would be needed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grant Policy and Citizen Corps program guidelines. Current Board policy requires grant applications to be reviewed and approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation of this grant if awarded, in coordination with Volunteer Florida.

Attachments

Citizen Corps Request for Proposal

John Dosh

From: Volunteer Florida <mail@grantapplication.com>
Sent: Tuesday, June 12, 2018 6:02 AM
To: Greg Strader
Subject: Your Application

Your application has been saved successfully, and the tracking number is 27077. For your records, here is a copy of the contents of your application:

At any time you need to review your application please visit
https://www.grantrequest.com/AccountManager.aspx?sid=2153

FY1819 CERT

Before You Begin

REQUEST FOR PROPOSAL
NOTICE TO APPLICANTS
Florida FY 2018-2019
Emergency Management Performance Grant Program
CERT/Citizen Corps Program

The Florida Commission on Community Service (Volunteer Florida) will receive sealed proposals until 5:00 p.m., Eastern Time, June 15, 2018. Late proposals will not be considered.

For information regarding this notice, and throughout this competitive acquisition process, interested service providers shall contact:

Christy Rojas
CERT Program Manager
Volunteer Florida
3800 Esplanade Way, Suite 180
Phone: 850-414-7400 x106
FAX: 850-921-5146
E-mail: Christy@volunteerflorida.org

OVERVIEW
In anticipation of receipt of federal funding for the FY 2018-2019 Community Emergency Response Team (CERT)/Citizen Corps Program, Volunteer Florida will make available through a funding application process, up to $300,000 for disaster preparedness, training and education needs of Floridians. Funding amounts are awarded by Volunteer Florida to sub-grantees based on sub-grant application scoring criteria as outlined herein. The maximum amount per sub-grant is $10,000 for training, exercise, equipment, and operations for their participation in the FY 2018-2019 CERT/Citizen Corps Program. Interested parties may apply for funding for a CERT program, a Citizen Corps program, or both. If seeking funding for both CERT and

Citizen Corps, a separate sub-grant application must be electronically submitted for each via MicroEdge. Each sub-grant application may request up to $10,000.

A complete RFP can be found on the Volunteer Florida Website: FY18/19 CERT/CC RFP

Cover Page

Cover Page

CERT/Citizen Corps
Citizen Corps

Name of Organization
Escambia County Emergency Management

Address
6575 N."W" Street
Pensacola, FL 32505

Application Type
(Start up or Expansion Team)
Expansion

Type of Organization
Emergency Management

Current Citizen Corps Council (if applicable)
Escambia County Citizen Corps

City

Pensacola

County

Escambia

Postal Code

32505

First Name

John

Last Name

Dosh

Phone

850-471-6409

E-mail

jsdosh@co.escambia.fl.us

Federal Employer Identification Number
FEIN

59-60000598

DUNS #

75079673

Point of Contact Name

John

Last Name

Dosh

Phone

850-471-6409

E-mail Address

jsdosh@co.escambia.fl.us

Total Amount Requested
(not to exceed $10,000)

10000

General

General (Maximum 10 points)

1. Program Geographical Area

Escambia County Florida (unincorporated areas)

2. Name of the applicant's sponsoring

Escambia County Emergency Management

3. Please indicate the type of sponsoring agency/group
County Emergency Management; Fire/Rescue Services; Fire Tax District; City Emergency Management Office; Citizen Corps Council; Native American Tribe; Sheriff/Police Agency
County Emergency Management

4. Is a letter of support from the corresponding County Emergency Management Agency included with this application?
If no, please explain why a letter is not included

No, Emergency Management is the applicant and our support is discussed in the application.

5. Does the applicant's program (e.g. CERT, MRC, etc) plan to obtain, or currently receive "in-kind" local support, or other non-federal funding sources in order to extend or sustain outreach/training/volunteer capabilities?
Please respond yes or no

Yes

6. Please list in detail the source of cash or in-kind match and estimated dollar value in the section provided below. Also list the source and dollar amount from additional Homeland Security Grant Program grants (including other portions/sub-grant agreements from USAI, SHSGP, MMRS, etc.)
285.34 hours of volunteer/staff service for planning, promotion, training, and other CERT activities - $7,045 for personnel time. Warehouse space - $100. Personal Protective Equipment - $880, Training equipment - $500, Training supplies - $975, Training facilities - $500. Program Manager support through staff time - Total In-Kind/Cost-Match = $10,000.

7. Please explain your plans to maintain your program/members if current funding should end.
Current funding only partially funds the full costs of maintaining the program. If the funding ends, the contractor will continue as the Citizen Corps Coordinator and devote staff time of its CEO, Director, Operations and Readiness and Manager, Programs and Services to the extent possible on an in-kind basis to continue the Program. Volunteers In Service to America (VISTA) members will supplement Citizen Corps Council volunteers to sustain the program and support members. The Leadership team is made up of six instructors (TTT) and two Program Managers that will continue to be supported by Volunteers in Service to America (VISTA) members as they collectively support Citizen Corps members.

Provide a general overview of your program (new or existing) to include experience and abilities to be utilized.
The Escambia County Citizen Corps program is currently coordinated by the Be Ready Alliance for Emergencies (BRACE), a community-based disaster coalition. BRACE has been recognized with the John D. Solomon Preparedness Award for whole community preparedness, the Awareness to Action Award, the Promising Partnerships Award and 10 honorable mentions in categories including youth preparedness. The success of the Citizen Corps programs the organization coordinates have contributed to the recognition of its efforts. FEMA recognition has cited the coordinators response to the Deepwater Horizion Oil Spill, a declared flood in 2014 and two EF-3 tornadoes in 2016, all led by Citizen Corps volunteers and staff, as among the reasons for the recognition. The programs have frequently been cited as best practices. The CEO served with the American Red Cross for 28 years and led that organizations local response to hurricanes Erin, Opal, Ivan, Dennis and Katrina. He deployed to the State EOC for 15 disasters, assisting Emergency Support Functions (ESF) 6 (Mass Care), ESF 15 (Volunteers & Donations) and the Volunteers and Donations Hotline.

The program Coordinator is the lead organization for ESF 15 and a support agency for ESF 6 in Escambia County, utilizing Citizen Corps volunteers to coordinate affiliated and unaffiliated volunteers. Those efforts are supported by a Citizen Corps partner that serves as the primary volunteer reception center (VRC) in the community. The 500+ partner organizations that make up the Citizen Corps councils

throughout the county take an all-hazards approach to Emergency Management. Citizen Corps volunteers and staff serving at the EOC during emergencies help ensure that Emergency Management has immediate access to organizations and individuals willing to help staff shelters and assist in addressing resource gaps.

The Citizen Corps program is led by a well trained cadre of volunteers and staff that include six CERT Train-the-Trainers (TTT) and two Program Managers that serve as the Leadership Team for the programs. A Citizen Corps volunteer with a background as a nursing home administrator and home health care provider is coordinating the Functional Needs support Service (FNSS) Committee serving the entire community. That volunteer has been trained as a Train-the-Trainer by FEMA at the Emergency Management Institute (EMI). Nine subject matter experts assist with curriculum, planning,and delivery of programming.

Five Citizen Corps Council members are currently mentoring long term recovery groups in 13 counties that are assisting survivors in 13 counties that were declared major disaster areas by FEMA. The Citizen Corps program routinely partners with other councils throughout the Florida Division of Emergency Management Region I and assists in the coordination of the West Florida Advanced Citizen Corps Academy.

Cost Effectiveness

Cost Effectiveness (Maximum 10 points)

1. Is this applicant a new Citizen Corps Council?
Yes or No

No

2. What is the cost per trainee for the sub-grant award requested?

New programs submit current figures. Continuing and expansion programs submit figures from previous years.

Sub-grant Amount Request

10000

Number of Estimated Trainees

100

Cost per trainee
Please refresh the total by hitting the calculator icon.

100.0000

What is the cost of refresher and/or advanced training for this sub-grant?

Refresher/Advance Course $

7000

Number of Trainees

70

Average per trainee
Please refresh the total by hitting the calculator icon.

100.0000

Please provide justification for the calculations of the cost ration. For example, describe what factors impact the costs involved in operation the program.
The Citizen Corps Program has engaged over 500 partner organizations and hundreds of volunteers in all-hazards emergency preparedness efforts. The Program extensively utilizes volunteers to gain cost efficiencies with outreach, recruitment, disaster preparedness, response, and recovery. Over 100,000 individuals are employees, members of churches and faith-based organizations or students of the organizations that make up the Citizen Corps councils supported by the coordinator.

Returning Applicants Only

If the applicant has received a CERT/Citizen Corps sub-grant award in the past, please provide the funding source, funding amount, funding year and program type. Please list any measures of productivity that might support that this investment will be successful at the conclusion of the period of performance.
If new, please note N/A

Funding by the Florida Division of Emergency Management and Volunteer Florida under the U.S. Department of Homeland Security - CERT: FY 10 - $10,000, FY 11 - $10,125, FY 12 - $9,600, FY 13 - $7,500, FY 14 - $11,200, FY 15 - $5,496, FY 16 - $9,158, FY 17 -$7,000. Citizen Corps: FY 10 - $7,000.00, FY 11 - $10,125.00, FY 12 - $5,850.00, FY 13 - $7,500.00, FY 14 $7,000.00, FY 15 - $5,502.00, FY 16 - $9,161.00, FY 17 - $7,000.00, FY 18 - $7,000.00. Personnel trained through basic CERT - 477, personnel trained through advanced training – 361, emergency preparedness messages reaching residents of Escambia County– 313,512. Number of preparedness and mitigation publications distributed and social media interactions with the public: 197,373. Number of people trained in community preparedness and family safety measures: 13,867. Number of volunteers participating in formal programs relating to crime prevention, and emergency preparedness, mitigation or response and public health needs: $4,816.

Proposed Budget

Proposed Budget (Maximum 20 points)

Proposed budgets must be completed using the Florida Disaster Fund Proposed Budget Form. Budgets should include only those costs associated with allowable activities under the RFP. Funds may not be used to pay for entertainment costs including food and beverage. Each budget line item should be itemized and clearly defined. All amounts should be rounded to the nearest whole dollar (do not include cents). *Non-expendable equipment is not allowed under the training category. Examples of non-expendable equipment include: laptops, LCD projectors, video screens, etc.

Proposed Budget Template

Attach completed budget proposal
Escambia County Citizen Corps Budget.docx

Proposed Budget Narrative

Use this section as necessary to describe the adequacy of your budget to support your project design and activities. *Please provide AEL numbers for any items over $100, relative to line item #5 listed above.

1.1 Plan and conduct a community assessment by developing surveys and conducting research on vulnerabilities and identify resources needed to fill gaps in disaster preparedness, response, recovery and mitigation through cooperation, communication, coordination and collaboration with organization and businesses to fill gaps.

1.2 Plan for Virtual Operations Support Team (VOST) operations in collaboration with teams statewide and conduct training.

1.3 Plan for the annual Citizen Corps Council meeting that will serve as a salute to first responders to recognize their dedication and service and reunite them with the families they have served.

1.4 Plan and conduct public education and outreach through over 500 partners providing materials and emergency preparedness messaging using America's PrepareAthon materials reaching 50,000 residents.

1.5 Plan and coordinate participation in advanced training, including participation in the Western Panhandle Advance Training Academy and Florida/National CERT Conference that will motivate individuals to take action to prepare emergencies and protect themselves against disasters.

2.1 Purchase or subscribe to software that allows volunteer tracking, credentialing and identification that will improve our ability to promote opportunities, manage, engage and report volunteerism and community impact. The software will allow us to communicate, collaborate and coordinate with other organizations in our community. The software allows volunteers to log in and accept tasks that automatically match their skill set for emergency and non-emergency events.

2.2 Develop whole community partnerships through engagement and outreach.

3.1 Conduct all-hazards safety training, which includes emergency preparedness, basic first aid, lifesaving skills, and terrorism awareness.

3.2 Conduct Points of Distribution (PODs) and Government Points of Distribution (GPOD) training for local Citizen Corps volunteers to prepare them to staff PODs and the GPOD in the event of a disaster.

3.3 Conduct safety in the home and resilience training that will educate the public about simple and complex safety issues in their home and community so they can proactively prepare for disasters.

3.4 Conduct serving people with disabilities training for Citizen Corps members and partners serving vulnerable residents and persons registered as having a special need to help fill gaps in service capacity and capabilities.

3.5 Conduct other training to promote individual, family, or community safety and preparedness such as "You Are the Help Until Help Arrives".

3.6 Conduct forklift training for Citizen Corps volunteers to prepare them to assist when staffing PODs after a disaster.

3.7 Conduct active shooter awareness training, using the Run, Hide, Fight model.

3.8 Conduct firefighter rehab training to prepare Citizen Corps volunteers to staff cooling stations for firefighters and provide hydration, nutrition and a place to rest.

5.1 Purchase caps and shirts to recognize volunteer service and instructors.

1. Key Activities

please provide a description of associated key activities that will lead to the milestone event(s) over the FY 2018-2019 EMPG CERT/Citizen Corps period of performance. Start dates should reflect the start of the associated key activities and end dates should reflect when the

milestone event will occur. Applicants should provide at least 10 but no more than 15 milestones for the period July 1, 2018 – June 30, 2019.

July 1, 2018 - September 30, 2018

1. Escambia County Emergency Management will distribute a request for proposals from organizations interested in serving as the Citizen Corps and select the organization most capable of effectively coordinating the program with funds available through the grant.
2. The selected organization will help coordinate an Advanced Citizen Corps Academy and will promote participation in the Florida/National CERT Conference
3. The Citizen Corps Council will sponsor a local preparedness event using resources and information available through America's PrepareAthon.
4. The coordinator will conduct an Annual Citizen Corps Council meeting as a "Salute to First Responders" in collaboration with other councils in the area.
5. The coordinator will subscribe to software system that allows volunteer tracking, credentialing and identification
6. The coordinator will conduct all-hazards safety training with a focus on individual and community preparedness.

October 1, 2018 - December 31, 2018

7. Training will be planned and coordinated with a focus on home safety and resilience before, during, and after disasters.
8. Training will be planned and conducted to engage partners and volunteers in the utilization of a Virtual Operations Support Team (VOST.

January 1, 2019 - March 31, 2019

9. Training to promote individual, family and community safety and preparedness.
10. Community assessments and research of vulnerabilities and resource needs.

April 1, 2019 - June, 30, 2019

11. Conduct advanced training in
active shooter awareness and firefighter rehab.
12. Develop whole community partnerships through engagement and outreach.
13. Recognize exceptional service of CERT members and instructors.
14. Submit the close-out report to Volunteer Florida once final reimbursement is received.

Proposed Quarterly Period Milestones Template

Attach Quarterly Period Milestones
Escambia County Citizen Corps Milestones.docx

2. Implementation Plan

Please describe the implementation plan for the program.

a. Strategy and methodology for recruitment

The strategy is to follow the Department of Homeland Security Citizen Corps Community Integration Plan and ensure consistency with the Florida and Escambia County Comprehensive Emergency Management Plans

- Public-private (non-governmental) partnerships that promote cooperation, communication, collaboration, and coordination will be expanded that will enhance community resilience
- Citizen Corps Coordinator will use its reputation and reach as the nation's most recognized organization through the FEMA Individual & Community Preparedness Award program to promote the Citizen Corps program and recruit members
- Citizen Corps Coordinator will leverage its service as the Community Organizations Active in Disaster (COAD) and member of the Florida Voluntary Organizations Active in Disaster (FLVOAD) to recruit voluntary member organizations.

• Participate in Escambia Cares as a "National Preparedness Month" event, using America's PrepareAthon! promotional materials to engage prospective Citizen Corps members
• Promote Citizen Corps through the 500+ partners of the local COAD that includes members of the City of Pensacola, Escambia County and Town of Century Citizen Corps Councils
• Coordinate the efforts of Citizen Corps members that serve persons with disabilities and functional needs to recruit staff, volunteers and clients for Citizen Corps and CERT training and engagement
• Conduct outreach through local schools to expand training of middle and high school students through Citizen Corps Programs
• Conduct outreach events at local businesses to recruit them as Citizen Corps members and offer training (e.g.ACTIVE SHOOTER, YOU ARE THE HELP UNTIL HELP ARRIVES AND PROMOTE WORKPLACE CERT)
• Make presentations to service organizations and clubs as a method of recruitment (and outreach)
• Engage media partners to conduct campaigns supporting Citizen Corps and community resilience.
• Recruit Citizen Corps members through neighborhood watch and community associations
• Promote Citizen Corps recruitment through 400+ current faith-based (church) organization
• Leverage the Coordinator's Lead Organization role for Emergency Support Function 15 (Volunteers & Donations) to promote Citizen Corps training and volunteer service during emergencies.
• Partner with Lead and Support organizations for Emergency Support Function 18 (Business and Industry) to promote Citizen Corps and recruit members
• Develop and conduct a recruitment campaign focused on veteran's associations to engage veterans in Citizen Corps programs
• Distribute electronic newsletters monthly and utilize social media and websites to promote Citizen Corps, training, recruitment, and outreach.

b. Plans to utilize members in emergency situations; andform, release of information, case plan development, outcomes and indicators monitoring, program monitoring reports, repair estimation, case presentation, volunteer tracking, case closure

• Citizen Corps members will continue to assist during emergencies as over 4,000 members and other volunteers have done in recent years. Those events have included the Deepwater Horizon oil spill in 2010, the Spring Flood in 2014 and two EF3 tornadoes in 2016. In total, these individuals have provided over 108,000 hours of volunteer service in response to those emergencies. At least 692 work orders were completed throughout the County to apply tarps to roofs, muck-out, tear-our and remove debris. 153 homes were repaired or reconstructed by volunteer reconstruction teams engaged by the Citizen Corps Coordinator.
• Maintain partnerships with Escambia County Public Safety, Emergency Management, Emergency Communications, Emergency Medical Services and Fire Rescue, ESF 6, and ESF 15 to enhance the delivery of services to disaster survivors by assisting in staffing the EOC, shelters, PODs and fill gaps in human services identified during emergencies.

c. Any additional programmatic information specific to the program.

The Citizen Corps Coordinator will continue to actively mentor programs as it has done within Region I and for three counties in other regions, including supporting Western Panhandle Advanced Citizen Corps Academy conducted in partnership with Santa Rosa Emergency Management and SAFER Santa Rosa that has trained Citizen Corps and CERT members from distant counties.

The Coordinator has been recognized more frequently through the FEMA Individual and Community Preparedness Awards program than any other organization in the country, including the following in recent years:

• Winner "Awareness to Action" in 2017
• Honorable Mention "Whole Community Preparedness" in 2017
• Honorable Mention "Whole Community Preparedness" in 2016
• Honorable Mention "Awareness to Action" in 2016

- Honorable Mention "Whole Community Preparedness" in 2015
- Honorable Mention "Awareness to Action" in 2015
- Winner "John D. Solomon Preparedness Award" 2012
- Winner "Promising Partnerships" in 2011

d. Identify the emergency management and partner organizations, or the targeted population area whose emergency management needs will be directly benefited by this program.

The ultimate goal of the program is to support Emergency Management in the provision of services to protect life, safety and property of all 313,512 residents of Escambia County. The Citizens Corps Coordinator plans to engage organizations and individuals in the vital work of the:
- Escambia County Public Safety
- Escambia County Emergency Management
- ESF 6 (Mass Care) Lead and Support Organizations
- ESF 15 (Volunteers & Donations)
- ESF 18 (Business and Industry)
- Escambia County Health Department

o Medical Reserve Corps

Community Integration

Community Integration (Maximum 20 points)

The Citizen Corps mission is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds.

1. Briefly describe how the CERT/Citizen Corps Program specifically fulfills/supports a part of the Citizen Corps Mission in the community (Refer to the Citizen Corps mission statement above).
The Citizen Corps Coordinator has expanded the Citizen Corps councils it supports to a membership of over 500 organizations representing: Business & Industry, Community, Construction, Education, Faith-based, Government, Health Care, Insurance, Media, Military, Non-profit (voluntary) and Utilities. Those organizations represent over 30% of the population of Escambia County, allowing the organization to continue to grow its ability to harness the power of every individual through education, training and volunteer service to make the community safer, stronger and better prepared to respond to threats of terrorism, crime, public health issues and disasters of all kinds. It is coordinating some of the fastest growing Citizen Corps & CERT programs in Florida.

The Vision of the Citizen Corps Coordinator is to "make our community the most disaster resilient in America." The Purpose of the Citizen Corps Coordinator is "to engage our community in disaster preparedness, response and recovery." Collectively these efforts are making the community safer, stronger and better prepared for emergencies of all kinds.

2. Briefly describe how CERT/Citizen Corps training promotes partnership efforts between emergency services in the community and the people they serve.
- The Escambia County Citizen Corps continues to promote partnership with City of Pensacola and Town of Century Citizen Corps programs to conduct basic & advanced training and build partnerships with emergency services organizations serving all three communities and the population served by those public safety organizations.
- The Citizen Corps Coordinator is an active participant in the Florida CERT Association positioning it to promote regional and state collaboration.
- The Escambia County, Town of Century, City of Pensacola, and Santa Rosa Citizen Corps coordinators collaborate regularly on basic and advanced training and other activities.

3. Briefly describe how the CERT/Citizen Corps program assists or will assist families, neighborhoods, and businesses with preparing, responding, and recovering from major disasters/incidents in a neighbor-helping-neighbor community spirit.
The Citizen Corps Coordinator will teach the benefit of neighbors helping neighbors before during and after a disaster. Escambia County Citizen Corps members will work to meet individual needs through the support of ESF 6, 15 & 18, thus allowing other responders to focus their efforts on getting the community as a whole back up and running. The Coordinator will continue its participation as a leading partner of the Escarosa Business Continuity Initiative that has recruited all Chambers of Commerce in Escambia and Santa Rosa counties, the Better Business Bureau and West Florida Regional Planning Council to enhance business preparedness, response, recovery and mitigation for disasters.

The Citizen Corps Coordinator also teaches awareness of potential risks and impacts through outreach events so individuals can prepare, and mitigate their homes, as well as assist their neighbors, community and business prepare for emergencies. Citizen Corps members will contribute to the economic benefit of preparedness and mitigation on an individual, community and County scale. The greater the number of residents prepared for emergencies, the less dependent they will be on government during emergencies. The fewer the resources used for providing basic needs in time of an emergency, the greater the number of resources that can be devoted to getting the infrastructure repaired and the economy on the way to recovery.

4. Please describe how the applicant's mission will be integrated into a strategy plan, either by adoption of the CERT/Citizen Corps mission directly by the Citizen Corps Council once formed, or by any other means.
Escambia County Emergency Management has adopted the mission of Citizen Corps and has selected a contractor to develop strategies and plans for the program that align closely with the mission of the Coordinator which is "to reduce the loss of life, injury, property damage, environmental impact and economic loss due to disaster through fostering communication, cooperation, collaboration and coordination among community faith-based, non-profit, private and public organizations active in one or more phases of emergency management."

5. Briefly describe the applicant's level of support for accepting this CERT/Citizen Corps Annex as valid documentation of the role of CERT to partially meet education/training/auxiliary preparedness, response, and recovery mission role for Citizen Corps in the jurisdiction.
Escambia County Emergency Management accepts the Citizen Corps Annex as valid documentation of the role of CERT to assist in meeting the education, training, preparedness, response and recovery role for Citizen Corps and develop volunteers to serve as a surge resource throughout its jurisdiction.

If the applicant has a Florida Registered Citizen Corps Program within its community/jurisdiction, please complete the following information:

Name of Citizen Corps Program:

Escambia County Citizen Corps

Contact Person:

Erin Epifanio

Email:

kepifanio@bereadyalliance.org

Phone Number:

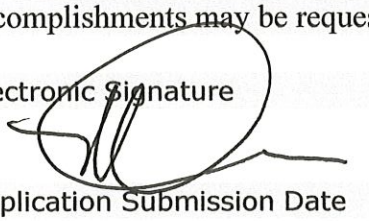
(850) 444 - 7041

Submission

To the best of my knowledge, the data in this proposal is true and correct and the governing body of the applicant has duly authorized the enclosed documents. I understand that incomplete proposals or proposals submitted after the deadline may not be accepted or reviewed.

By signing below, the undersigned acknowledges having read and understood the disaster program guidelines and will be able to fully comply with the provisions of these guidelines as well as any and all additional applicable federal, state and local requirements, including procurement and financial management. Applicant also acknowledges that if a funding recommendation is made for less than the full amount applied for, additional documentation to include but not limited to a revised budget, scope of work and proposed accomplishments may be requested prior to final funding determinations.

Electronic Signature



Application Submission Date

6/15/18

Note- Once the proposal is submitted you will receive an automated e-mail from Volunteer Florida with a copy of the submission and a tracking number. If no tracking number is received, the proposal was not submitted.

Thank you,

Volunteer Florida

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14319 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/05/2018
Issue: Supplemental Budget Amendment #138 - Road Prison Manhunt Field Trials
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #138 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #138, Escambia Restricted Fund (101), in the amount of $1,750, to recognize the difference between what is budgeted in the current year ($5,000) and the anticipated reimbursements ($6,750) the County will be receiving from the Southeastern States Manhunt Field Trial Teams at the Road Prison, and to appropriate these funds for related operational expenses.

BACKGROUND:

The Road Prison will be receiving reimbursements for the Southeastern States Manhunt Field Trials. They expect 30 teams to participate and will pay $225 per team. This Supplemental Budget Amendment recognizing the additional amount of $1,750 anticipated to be collected for the Field Trials. These funds will be used to cover operational activities associated with this event.

BUDGETARY IMPACT:

This amendment will increase Fund 101 by $1,750.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 138

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County expects to receive additional reimbursements for the Southeastern States Manhunt Field Trials. The Road Prison anticipates 30 teams to participate and each team will be paying $225 to join in the trials. These funds must now be recognized and appropriated to cover operational activities associated with the event.

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, 2018:

Escambia Restricted Fund	101
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Road Prison Fundraisers	101	366401	1,750
Total			**$1,750**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Supplies	101/290208	55201	1,750
Total			**$1,750**

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.06.14 12:26:58 -05'00'

OMB Approved

Supplemental Budget Amendment
 # 138

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14329 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/05/2018
Issue: Supplemental Budget Amendment #145 - 2011 FTA Grant FL90-X759
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #145 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #145, Mass Transit Fund (104) and FTA Capital Projects Fund (320), with a ($0) net increase or decrease overall, to recognize a re-appropriation of Grant revenues from the Federal Transit Administration (FTA) on the 2011 FTA FL90-X759 Grant, and to appropriate these funds to purchase 10 new engines for Gillig buses.

BACKGROUND:

Escambia County Area Transit received approval from the FTA to spend unused funds for preventive maintenance and to purchase ten new engines for Gillig buses. These funds were initially approved for 2011 expenditures, but the funding exceeded the expenses for that year. Approval was needed to re-appropriate funding into the current financial year.

BUDGETARY IMPACT:

This amendment will increase Fund 320 by $253,759 and decrease Fund 104 by $253,759 with no overall net decrease or increase.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 145

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

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, Escambia County Area Transit was awarded grant funds from the FTA for the 2011 FTA FL90-X759 grant. These funds were re-appropriated by the FTA and can now be recognized and and appropriated to purchase ten new engines for Gillig buses in the current budget year.

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, 2018:

Fund Name	Fund Number
Mass Transit Fund	104
FTA Capital Projects Fund	320

Revenue Title	Fund Number	Account Code	Amount
FTA Preventive Mainenance	104	331440	(253,739)
2011 FTA FL90-X759	320	331459	253,739
Total			**$0**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Preventive Maintenance	104 / 211210	53407	(253,739)
Machinery & Equipment	320 / 211223	56401	253,739
Total			**$0**

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.06.25 11:32:05 -05'00'

OMB Approved

Supplemental Budget Amendment
 # 145

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14424 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/05/2018
Issue: Contract Award for State Lobbyist Services for Escambia County, Florida
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for State Lobbyist Services for Escambia County, Florida - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida, and Gentry & Associates, LLC, per the terms and conditions of PD 17-18.052, State Lobbyist Services for Escambia County, Florida, and the provided Agreement for an annual fee of $60,000. The fee shall be paid in quarterly installments of $15,000.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

BACKGROUND:

The Request for Proposals was advertised on April 17, 2018 in the Pensacola News Journal. Eight firms were notified of the solicitation. Three firms responded to the solicitation on May 16, 2018. The Selection Committee held disussions with three firms on May 30, 2018. Based on the selection criteria the committee selected Gentry & Associates, LLC as the best firm able to provide the necessary services.

BUDGETARY IMPACT:

Fund 001 General Fund,Cost Center 110201, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was prepared by Kristin Hual, Assistant County Attorney.

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will facilitate the signing of the agreement and issue the associated Purchase Order.

Attachments

Agreement
Committee Evaluations
Register of Submitters

AGREEMENT FOR STATE LOBBYIST SERVICES (PD 17-18.052)

THIS AGREEMENT is made and entered into 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, Suite 420, Pensacola, Florida 32502 and Gentry & Associates, LLC, a Florida limited liability company (hereinafter referred to as "Consultant"), FEI/EIN 20-8041635, whose principal address is 2305 Braeburn Circle, Tallahassee, Florida 32309.

WITNESSETH:

WHEREAS, on April 17, 2018, the County issued a Request for Proposals (PD 17-18.052) seeking the services of a government relations firm to represent Escambia County for the purpose of advancing the County's interests at the state level of government; and

WHEREAS, the County determined that Consultant was the most responsive and responsible firm whose proposal met the requirements and criteria set forth in the solicitation; and

WHEREAS, the County desires to enter into an agreement with Consultant for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, Consultant and the County agree as follows:

1. 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. The term of this Agreement shall commence upon the date last executed and continue for a term of three (3) years. Upon mutual agreement of the parties, the term of this Agreement may be renewed for up to two (2) additional twelve month terms by providing written notice at least sixty (60) days prior to the expiration of the initial term. Prior to beginning the performance of services under this agreement, Consultant must first receive a written Notice to Proceed.

3. Scope of Services. Consultant shall provide professional state lobbyist services where such representation is needed by County, such services including, but not limited to, the scope of services outlined in Escambia County's *Request for Proposals for State Lobbyist Services, Specification No. P.D. 17-18.052*, 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.

Consultant agrees to direct questions regarding the County's services to the County Administrator or County Attorney unless otherwise directed by these individuals. Consultant shall use its best efforts in its representation of County. The County acknowledges and understands that the Consultant cannot guarantee certain results will be obtained.

The Consultant agrees that Richard L. Gentry shall represent the County as its primary lobbyist. Due to the nature of the services to be provided by the Consultant under this Agreement, this agreement, or any interest herein, shall not be assignable under any circumstances without the prior written consent of the County.

4. Compensation. In exchange for Consultant's provision of the services referenced above, the County agrees to pay Consultant a fee of $60,000.00 dollars per year. The fee shall be paid in quarterly installments of $15,000.00. The parties agree fees and expenses for services provided per year shall not exceed $60,000.00 inclusive of any travel expenses or other costs incurred by the Consultant in the performance of services pursuant to this Agreement.

5. Method of Billing. The Consultant shall submit invoices to the County on a quarterly basis. Invoices shall reflect the amount due and owing for fees with appropriate supporting documentation. Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. Either party may terminate this Agreement with or without cause upon providing thirty (30) days prior written notice to the other party.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement of is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant's failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. Consultant shall procure and maintain, at its sole expense during the term of this Agreement 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) Professional Liability with $1,000,000 per occurrence minimum limits; and

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Consultant 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.

Consultant agrees all liability coverage shall be through carriers admitted or authorized 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, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. 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: Gentry and Associates, LLC
Attention: Richard Gentry
2305 Braeburn Circle
Tallahassee, Florida 32309

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.

11. 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.

12. Public Records. 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. 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. 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 other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

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

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant 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.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. 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.

16. 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:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved:_____

By:_____
Deputy Clerk

(SEAL)

CONSULTANT:
GENTRY & ASSOCIATES, LLC

_____
Richard L. Gentry

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 6/29/18

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

State Lobbyist Services for Escambia County Florida

SOLICITATION NUMBER PD 17-18.052

RESPONSES WILL BE RECEIVED UNTIL: **2:00 p.m. CST, May 1, 2018**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, Iv

From:
PAUL NOBLES
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

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.

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).

EXHIBIT
tabbies
A

Escambia County Florida
Request for Letters Of Interest
Proposer's Checklist
State Lobbyist Services for Escambia County Florida
SPECIFICATION PD 17-18.052

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS 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 PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Request for Letters of Interest and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 3 COPIES)
- LETTERS OF INTEREST(1 ORIGINAL AND 3 COPIES)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE PROPOSAL 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 PROPOSAL ONLY.

State Lobbyist Services for Escambia County Florida
PD 17-18.052
Request for Proposals

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Forms marked with an (* Asterisk) must be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:
Paul R. Nobles, CPPO, CPPB
Purchasing Manager
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) 595-4806

ESCAMBIA COUNTY FLORIDA

Request for Letters of Interest

State Lobbyist Services for Escambia County Florida
SOLICITATION NUMBER: PD 17-18.062

SOLICITATION

MAILING DATE: April 17, 2018

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, May 01, 2018 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)

Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $ N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and 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)

Annual Fee **$** _____

These fees include all costs and expenses.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of 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 of 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 thirty-six (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 a 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 is 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 INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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 _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 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' 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 One (1).

4. In the statement specified in Paragraph One (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 please 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 the 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
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: 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 Number:
_____

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 both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company: _____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

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

_____

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 web site (see Bid Information below), 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 varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms 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 Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
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://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expens
51. On-Line Auction Services

PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2nd Floor 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 17-18.052, State Lobbyist Services for Escambia County Florida" 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 submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

As used, herein, the term "lobbyist" is identified in the same manner as in Section 112.3148(2) (b) (1), Fl. Stat. (2016). As used herein, the term "firm" describes those entities, of whatever type (e.g., whether law firm, partnership, individuals, etc.) who respond to the request for proposals. The term is not limited to attorneys; an non-attorneys are encouraged to submit qualifications.

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.

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the

Professional Services of a Lobbyist for Escambia County (the "County"), Florida with regard to any matters in which the County may need such services before the Florida Legislature, state, and if applicable federal officials and administrative agencies, the Florida Governor and Cabinet in whichever legal role said entities may be performing.

Proposals to act, as Lobbyist, for the County shall be designed to portray how to complete the range of services available through the firm that may best assist the County. The proposer chosen by the County as its Lobbyist agrees to be available at all times upon reasonable request to meet with the Board of County Commissioners, the County's staff, and other consultants in order to perform the responsibilities of Lobbyist.

1-2 SCOPE OF SERVICES

The Consultant will represent the Escambia County Board of County Commissioners (County) before the Florida State Legislature, including its committees, and agencies. The goal of such representation will be to secure legislation and state funding for programs and projects that have been identified by the County as priorities.

Responsibilities:

Explicit responsibilities of the Consultant include:

1. The Consultant will communicate and provide a monthly progress report to the County Administrator or designated staff, or the Assistant County Administrator or designated staff, who will be available to communicate to the Board of County Commissioners' priorities and provide background information and data to assist the Consultant in advancing the County's efforts.

    a. Alert this county at the earliest time of pending appropriations or actions that will impact the county and its funding posture.

2. To the highest degree possible, the Consultant will represent the County's interest in securing federal assistance for various funding aspects -- including technical assistance, planning and design, infrastructure, and services -- in numerous areas, including, but not limited to, the policy or project request outlined herein.

    a. Assist in establishing meetings with state legislators, staff or state agency members to facilitate information exchange or soliciting their aid and advice on matters impacting this county.

3. The Consultant shall advocate positions before the State Legislature, its committees, and agencies that are beneficial to Escambia County as well as oppose harmful measures; in particular the following:

a. Any State legislation which passes additional cost burdens on the County
    i. Medicaid
    ii. Criminal justice
    iii. Environmental issues
b. Sunsetting of Department of Community Affairs
    i. Need for more local control in areas dealing with land use and growth management
c. Sunsetting of Department of Environmental Protection
    i. Need for more local control
    ii. Need to remove layers of duplicative effort
    iii. Need to provide the agencies with enforcement capabilities
d. Transportation Funding Alternatives (RTFA)
e. Economic Development Incentives
f. Transit
g. Health Insurance

Revisions:

The COUNTY may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the COUNTY'S priorities emerge and new information becomes available.

Specific Performance

Specific activities and deliverables by/from the Consultant shall include the following:

Perform as a lobbyist for the County, managing the activities in accordance with County direction, of all of its personnel hired in the capacity of providing The Lobbyist must provide the full scope of lobbyist services in representing the County in matters where such representation is needed by County. The Successful Provider will:

1. Communicate directly with the County Administrator or his designee to secure sponsors for proposed bills or amendments to State law.

2. Require Discussions with State Lobbyist (including, but not limited to, committee meetings and sessions) where appropriations of importance to Escambia County are being discussed. Request attendance of County Staff (County Administrator, Assistant County Administrator, or their designee) to travel to meetings to assist if needed.

3. Attend State agency meetings, when necessary, to monitor rule making proceedings.

4. Provide the County, through the County Administrator or his designee, with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.

5. Provide the County, through the County Administrator or his designee, with a monthly summary of legislative activities on behalf of the County in non-session months.

6. Travel to Escambia County, as necessary, to meet with the staff and the Board in the development, review, and follow-up of legislative issues. Travel other than the two annual required trips will be reimbursed in accordance with §112.061, Florida Statutes (2010). (We will utilize video and phone conference systems as much as possible.)

7. Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and examples of successful local government applications.

8. If possible identify criteria for eligibility, which may include replacing or modifying existing request.

9. Monitor legislation and forward pertinent information to the County Administrator or his designee for distribution to appropriate staff on a weekly basis.

10. Explore rollover funding in all programs through the end of the current fiscal year. Even in caseswhere there are no funds identified or obligated for a particular project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.

11. Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.

12. Research and gather socioeconomic and other information to support the COUNTY'S issues, to heighten the state government's awareness that the COUNTY has significant and demonstrated needs and, in general, that the COUNTY has not historically received its "fair share" of legislative attention.

13. The Consultant's goal shall be to secure funding for priority projects identified by the County, with the support and assistance of County staff and

the Board of County Commissioners, and facilitated by Consultant's vital connections with appropriate state agencies, elected officials and staff.

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of qualifications. **Provide one (4) paper copies and one (1)** complete submittal on Compact Disc (CD).

2-2 REQUIREMENTS

The following information shall be submitted.

1. **Qualifications**

The firm selected will be an established, experienced organization with a strong history of representing large County governments to the Congress of the United States and its agencies to secure funding and influence the enactment of beneficial appropriations on the behalf of its clients. The firm selected, however, shall not currently represent entities that may compete with this County for federal funding and grant seeking or legislative initiatives, nor shall the firm selected engage in representing those competing entities during the duration of the resulting contract.

Provide a statement of the firm's qualifications. Explain how the firm is organized and how its resources will be utilized on the County's behalf. Include, as a minimum:

A. Staff - Names, resumes, professional credentials, experience, and a list of local, state and federal elected officials with which those who will actually perform the services for this account have direct access relative to this solicitation. This information shall also be submitted for any sub-consultants.

B. Firm - Include a summary of work and professional experience relative to the Scope of Services, and document some relative experience.

C. List of all current Florida Public Entity clients and contract amounts. Include entity's contact person, telephone number and e-mail address.

D. The firm's local availability and degree of accessibility to Pensacola, Florida.

E. Permission to contact represented entities to discuss firm's performance.

F. Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the County's consideration of the firm in regard to this solicitation, including activities and positions held in state and national professional organizations.

2-3 Experience With Other Governmental Entities

Provide specific examples of successes with federal agencies to include but not limited to the following: attracting and highlighting new funding sources, special projects and identifying opportunities to increase client's exposure.

2-4 Technical Approach

A. Provide a brief description of the firm's approach to the project.
B. Select one of the following two examples of representative tasks the County may ask its federal lobbyist to accomplish in Washington, D.C. and within the appropriate agency on its behalf. For each example selected, describe in detail the specific actions the firm would take to accomplish the objective, including all actions up to enactment of legislation. This shall include the persons the lobbyist would contact, meetings to be attended, and all other actions the lobbyist would take.

Example 1: How your firm can by process work to compete for project funding or secure appropriations for County related projects.

Example 2: Identify the process and tools you will use to monitor critical issues and how you communicate with your client and implement a strategy to be aggressive for each and all issues, projects and requests.

2-5. CONFLICT OF INTEREST

Any prospective Lobbyist must make an affirmative statement to the effect that their selection shall not result in a conflict of interest, as defined in the Florida Bar's Rules of Professional Conduct, Florida Statutes or any other applicable code of conduct, with any party which may be affected by the award of this contract. Should any potential or existing conflict be known by a prospective Lobbyist, said prospective Lobbyist must specify the party with which the conflict exists or might arise, the nature of the conflict and whether the prospective Lobbyist would or would not step aside or resign from that engagement or representation creating the conflict in favor of the County. Prospective lobbyists must also agree to comply with the County's ordinance prohibiting conflicts of interests among retained consultants (attach copy).

A review of the firm's potential conflict of representation will be considered and will be an important factor considered by the County in the selection of Lobbyist. Lobbyist shall further agree that it shall not represent any third party in any lawsuit in which the County is named as an adverse party.

2-6 EXEMPTION

The engagement of certain professional services, including those requested by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and, therefore, are not to be subject to the appeal process therein described at any time during the solicitation or selection period.

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Board for discussion and approval of the retention of a Federal Lobbyist on June 8, 2017. The Negotiations Committee will be comprised of the County Administrator or his designee, the County Attorney or her designee, and the Budget Manager, or his designee.

RESPONSIBILITIES OF THE BOARD OF COUNTY COMMISSIONERS

Review and rank the submitters based on the criteria listed below.

CRITERIA	WEIGHT
Qualifications	40
Experience	40
Technical Approach	20
Total	100

RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE

A. Upon the opening of the sealed proposal(s), the Negotiation Committee will meet to discuss the proposals in detail. The Negotiations Committee will rank the firms using the criteria on page 8.
B. Based on the decision of the Committee, a recommendation will be taken to the Board for a discussion and approval of the retention of a Federal Lobbyist on June 8, 2017.

PART IV SCHEDULE

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

a. Mailing date of Request for Proposals..... **April 17, 2018**

b. Receipt of Proposals..... **May 1, 2018**

c. Review of Proposals..... **May 16, 2018**
May 22, 2018

d. Board of County Commissioners Approval.....**June 7, 2018**

Questions may be directed to:

Paul Nobles, CPPO, CPPB, FCCM, FCN
Purchasing Manager
Telephone (850) 595-4918
Email prnobles@myescambia.com

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 10, 2018

To: All Known Prospective Proposers

Addendum Number 2:

Re: State Lobbyist Services for Escambia County Florida
Specification Number: PD 17-18.052

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for:

1. **Questions**

   a. Although this is an RFP for state level lobbying services Part II Section 2-2 appears to be designed for federal level lobbying. The qualifications and experience sections ask very specific questions related to lobbying at the federal level--not the state level.

      Response - 2-2 REQUIREMENTS, 1. Qualifications
      The firm selected will be an established, experienced organization with a strong history of representing large County governments to the ~~Congress of the United States and its~~ State of Florida agencies to secure state funding and influence the enactment of beneficial appropriations on the behalf of its clients. The firm selected, however, shall not currently represent entities that may compete with this County for state or federal funding and grant seeking or legislative initiatives, nor shall the firm selected engage in representing those competing entities during the duration of the resulting contract.

   b. Do you want answers to reflect federal level lobbying qualifications and experience when the contract is for state level lobbying?

      Response - Escambia County is seeking state level lobbying qualifications and experience with understanding of federal requirements when required.

   c. Will you clarify whether the County is looking for state lobbying services or federal? Federal is mentioned several times including under the selection process "approval of the retention of a **federal** lobbyist on June 8, 2018."

      Response – Please see item a., above.

   d. What is the County's annual budget for services?

Response - FY 17-18 $60,000.00

e. What is the anticipated length of the awarded contract?

Response - The term of this contract will be for three years.

2. **Schedule**

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

a. Mailing date of Request for Proposals..... **April 17, 2018**

b. Receipt of Proposals..... ~~**May 1, 2018**~~
2:00 p.m. CDT, May 16, 2018

c. Review of Proposals..... ~~**May 16, 2018**~~
~~**May 22, 2018**~~
Short-Listing Meeting/Review of Proposals **11:00 a.m. CDT, May 21, 2018**
Discussions / Ranking Meeting **9:30 a.m. CDT, May 30, 2018**

d. Board of County Commissioners Approval..... **June 7, 2018**
June 28, 2018

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 you having received same. You may photo copy for your record.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

PD 17-18.052, State Lobbyist Services for Escambia County Florida			
Committee Evaluaion	Gentry & Associates, LLC	Gray Robinson Attorneys at Law	Southern Strategy Group
Jack R. Brown, County Administrator	98	97	93
Amy L. Lovoy, Asst. County Administrator	95	94	83
Alison A. Rogers, County Attorney	99	97	95
Total	292	288	271

PD 17-18.052, State Lobbyist Services for Escambia County Florida				
Alice A. Bosco, County Attorney		Gentry & Associates, LLC	Gray Robinson Attorneys at Law	Southern Strategy Group
Evaluation Criteria	Value			
Qualifications	40	40	40	40
Experience	40	40	39	35
Technical Approach	20	18	18	18
	Total	98	97	93

Notes:

Gentry & Associates, LLC

- DEDICATED TO ESCAMBIA COUNTY.
- KNOWS THE COUNTY INSIDE OUT
- HAS BEEN SUCCESSFUL.
- VETS CONFLICTS.

Gray Robinson Attorneys at Law

- BEST PRESENTATION.

Southern Strategy Group

- CONCERNED ABOUT THE SELECTED LEADER FOR ESCAMBIA COUNTY'S SELECTED LEADER.
- CONCERNED ABOUT CONFLICTS.

	1	2	3
	292	288	271

PD 17-18.052, State Lobbyist Services for Escambia County Florida				
Alison A. Rogers, County Attorney		Gentry & Associates, LLC	Gray Robinson Attorneys at Law	Southern Strategy Group
Evaluation Criteria	Value			
Qualifications	40	40	40	40
Experience	40	40	38	40
Technical Approach	20	19	19	15
Notes:		99	97.	95

Gentry & Associates, LLC

- Only Local Gov't client
- Very familiar with our delegation
- claims friends on both sides of aisle
- last session not great - private sector better
- submittal looks like taking us for granted?
- tried and true relationships for good contact

- loyalty
- known quantity

Gray Robinson Attorneys at Law

- Put in even though long history w/ Gentry Resources!
- Appears to have local knowledge - some of our situation
- Familiarity w/ DEM
- Explained away potential conflicts w/ other govts
- Lots of clients :(
- Experience??
- Bar ethics - good touch as far as conflicts

Southern Strategy Group

- looked at our last year's budget requests
- lots of name brand power!
- knows our delegation
- excellent credentials
- Big Firepower
- designated "leader" less impressive than other members
- way into fundraising for everyone

- rep tons of local govts
- lost in shuffle?
- loyalty?

PD 17-18.052, State Lobbyist Services for Escambia County Florida				
Amy L. Lovoy, Asst. County Administrator		Gentry & Associates, LLC	Gray Robinson Attorneys at Law	Southern Strategy Group
Evaluation Criteria	Value			
Qualifications	40	37	38	35
Experience	40	40	37	36
Technical Approach	20	18	19	12
	Total	95	94 0	83 0

Notes:

Gentry & Associates, LLC

Gray Robinson Attorneys at Law

Southern Strategy Group

Amy Lovoy 6/8/18

REGISTER OF SUBMITTERS

Solicitation # PD 17-18.052, State Lobbyist Services for Escambia County, Florida

RFP due Date & Time: May 16, 2018 by 2:00 p.m. CDT

COMPANY NAME	PHONE NUMBER	CONTACT PERSON	EMAIL ADDRESS
Gentry & Associates, LLC	850-251-1837	Richard Gentry, Owner	rgentry@comcast.net
Gray Robinson Attorneys at Law	407-843-8880	Christopher T. Dawson, Attorney & Lobbyist	chris.dawson@gray-robinson.com
Southern Strategy Group	850-671-4401	Paul Bradshaw, President	cavany@usstragety.com

SUBMITTALS RECEIVED BY: Paul Nobles, CPPB, CPPO, Purchasing Manager DATE: May 16, 2018

Noticed 05/16/18

PRN

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14389 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/05/2018
Issue: Second Renewal of Lease Agreement with Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc.
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Second Renewal of the Lease Agreement between Escambia County and the Perdido Bay Tribe of the Southeastern Lower Muscogee Creek Indians, Inc. - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board consider a second renewal of the Lease Agreement with the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., for the continued operation of a Native American cultural and educational center located at 3300 Beloved Path on County property and, if to be renewed, provide guidance on the duration of the new lease and any modifications to the existing terms.

BACKGROUND:

Escambia County purchased the 4.50-acre parcel located at 3300 Beloved Path (f/k/a 1610 Albany Avenue) in June 2006 for inclusion within the Jones Swamp Wetland Preserve. Funding assistance for the land purchase was provided by Florida Communities Trust (FCT). Property improvements at the time of purchase included a 1,700 ft^2 single family dwelling and two water features. Restrictive covenants (OR Book 6260, Page 1766) recorded over the property as a condition of the FCT funding limit the future use of the property to conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation.

The Board entered into a five-year lease and park management agreement with Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., in July 2008 to operate the facility as a Native American cultural and educational center. Improvements were made to the existing single family dwelling in 2011 to add

ADA compliant restrooms and access. The original lease was renewed by the Board in July 2013 for another five-year term. The current lease agreement is set to expire on July 8, 2018.

BUDGETARY IMPACT:

Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., is currently responsible for maintaining the property and paying utilities. These costs would revert to Escambia County if the lease is not renewed.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen G. West, Senior Assistant County Attorney, prepared the Renewal Lease Agreement in 2013. A copy of the orignal and renewal lease agreements are attached. Based on the Board's direction, Department of Natural Resources Management staff will coordinate with the County Attorney's Office.

PERSONNEL:

If the Lease Agreement is not renewed, Escambia County will be responsible for maintaining the property.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

If the lease is renewed, the Department of Natural Resources Management (NRM) will ensure one fully executed lease is provided to the Clerk's Office for the record, and one original is provided to the Perdido Bay Tribe. Management of the lease will be coordinated through NRM.

Attachments

PerdidoBayTribe-LeaseAndRenewalAgrmts
BCC ResumePage-07102008
BCC ResumePage-07112013

This document prepared by:
Stephen G. West
Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

RENEWAL OF LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE PERDIDO BAY TRIBE OF SOUTHEASTERN LOWER MUSCOGEE CREEK INDIANS, INC.

This Renewal of Lease Agreement is made and entered this 11th day of July, 2013 by and between Escambia County, a political subdivision of the State of Florida (County) and the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc. (Perdido Bay Tribe).

WITNESSETH

WHEREAS, the County and the Perdido Bay Tribe entered that certain Lease Agreement dated July 10, 2008 for real property located at 3300 Beloved Path (f/k/a 1610 Albany Avenue), Pensacola, Florida 32507; and

WHEREAS, pursuant to section 2 of the Lease Agreement, the Perdido Bay Tribe has requested to renew the lease for an additional five (5) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the Lease Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are incorporated herein by reference.

2. The term of the Lease Agreement shall be renewed for an additional five (5) years commencing on July 10, 2013 and ending on July 9, 2018.

3. The renewed Lease Agreement and the use of the property by the Perdido Bay Tribe pursuant to that certain Park Management and License Agreement dated July 10, 2008 remain subject to the approved management plan (FCT Project Numbers 95-014-P56 and 05-041-FF5) and the Declaration of Restrictive Covenants by and between the Florida Communities Trust and Escambia County, as recorded in Official Record Book 6260 at page 1766 of the public records of Escambia County, Florida.

4. In all other respects, the provisions of the Lease Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and the Perdido Bay Tribe have caused this Renewal of Lease Agreement to be executed on the date first written above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

BBC Approved 7/11/2013

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date June 12, 2013

PERDIDO BAY TRIBE OF SOUTHEASTERN
LOWER MUSCOGEE CREEK INDIANS, INC.

By: _____
Principal Chief Robert F. Johns, President

Witness: Patricia D Easterwood
Printed Name: PATRICIA D Easterwood

Witness: Brittney White
Printed Name: Brittney White

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31 day of May, 2013, by Principal Chief Robert F. Johns, as President of Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., a Florida non-profit corporation, on behalf of the corporation. He (_) is personally known to me, or (✓) has produced current Florida Drivers License as identification.

Cheryl A Bamonte
Signature of Notary Public

Cheryl A Bamonte
Printed Name of Notary Public

(Notary Seal)

CHERYL A. BAMONTE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0929563
Expires 10/17/2013

Reviewed and Approved By
Florida Communities Trust:

~~Susan Grandin, Director~~
~~Division of State Lands~~ Rick Mercer, Director
Office of Operations

APPROVED AS TO
FORM & LEGALITY
DEPARTMENT ATTORNEY

Escambia County
Clerk's Original
7/10/2008 | CAR I-2

LEASE AGREEMENT BETWEEN
ESCAMBIA COUNTY AND
PERDIDO BAY TRIBE OF SOUTHEASTERN LOWER
MUSCOGEE CREEK INDIANS, INC.

THIS LEASE AGREEMENT is made and entered into this 10th day of July, 2008 by and between the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., a Florida non-profit corporation (Perdido Bay Tribe) and Escambia County, a political subdivision of the State of Florida (County).

1. Property Leased. The County leases to the Perdido Bay Tribe that portion of the property located at 1610 Albany Avenue, Pensacola, Florida, more particularly described in the attached Exhibit A ("Property").

2. Term. The initial term of the Lease shall be for five (5) years, commencing on July 10, 2008 (Effective Date). This Lease may be renewed by the Perdido Bay Tribe for an additional five (5) year term, provided that the Perdido Bay Tribe shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.

3. Rent. Perdido Bay Tribe shall pay to the County as rent the sum of One Dollar ($1.00) per year.

4. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless the Perdido Bay Tribe first obtains written authorization from the County. The Perdido Bay Tribe shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by the Perdido Bay Tribe may be disposed of by the County in any manner the County deems appropriate.

5. Maintenance and Utilities. The Perdido Bay Tribe shall be responsible for maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. Such maintenance shall include, but not be limited to, interior painting, installing carpet or other floor covering, pest control, replacing air filters and light bulbs, janitorial services, exterior landscaping and grounds keeping. The Perdido Bay Tribe shall be responsible for all utility service charges, including, but not limited to, electricity, gas, water, sewer, sanitation, telephone, internet, and cable television.

6. Repairs. The Perdido Bay Tribe shall be responsible for repairing the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, fixtures, and paved elements.

7. Inspection. The Perdido Bay Tribe shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property.

Date: 7/11/2008 Vd By: L. Carver

The Perdido Bay Tribe accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

8. Indemnification. The Perdido Bay Tribe agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by the Perdido Bay Tribe.

9. Insurance. The Perdido Bay Tribe shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs to the building.

During the term of the Lease, the Perdido Bay Tribe shall procure and maintain:

a. Commercial General Liability insurance policy with minimum limits of coverage in the amount of One Million Dollars ($1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. All insurance carriers must show policies with insurers with a Secure A.M. Best rating and financial rating guide. The Perdido Bay Tribe shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverage's. All liability coverage shall be through carriers licensed to do business in the State of Florida.

b. Automobile liability insurance policy with One Million Dollars ($1,000,000), minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by the Perdido Bay Tribe.

c. Workers' compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease. The other party shall also purchase any other coverage's required by law for the benefit of the employees.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Perdido Bay Tribe agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of the Perdido Bay Tribe must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

10. Use of Premises. The Perdido Bay Tribe shall use the Property solely for a museum and cultural center in accordance with the Use Agreement executed concurrently with this Lease.

11. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least ninety (90) days written notice to the other party. Upon termination, the Perdido Bay Tribe shall return the Property to the condition that existed on the Effective Date of the Lease.

12. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and the Perdido Bay Tribe under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

PERDIDO BAY TRIBE:

Bobby T. Johns, President
Perdido Bay Tribe of Southeastern Lower
Muscogee Creek Indians, Inc.
12533 Polonious Parkway
Pensacola, FL 32506

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

13. Taxes. The Perdido Bay Tribe shall be responsible for all taxes arising under this Lease or its use of the Property.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with the Perdido Bay Tribe's use of the Property.

15. Compliance with Laws. The Perdido Bay Tribe agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and the Perdido Bay Tribe after the date of this Lease. The Perdido Bay Tribe 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 this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or the Perdido Bay Tribe's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. 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 your county public health unit.

20. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and the Perdido Bay Tribe have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

Date Executed
7/11/2008

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 11, 2008

BCC APPROVED 07-10-2008

PERDIDO BAY TRIBE OF SOUTHEASTERN LOWER MUSCOGEE CREEK INDIANS, INC.

Witness
Print Name Phil Kittell

Witness
Print Name John Harper

Bobby T. Johns, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of June, 2008, by Bobby T. Johns, as President of Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., a Florida non-profit corporation, on behalf of the corporation. He (✓) is personally known to me, or ( ) has produced current _____ as identification.

Signature of Notary Public

Cheryl D. Watson
Printed Name of Notary Public

(Notary Seal)

CHERYL D. WATSON
Comm# DD0552281
Expires 9/2/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

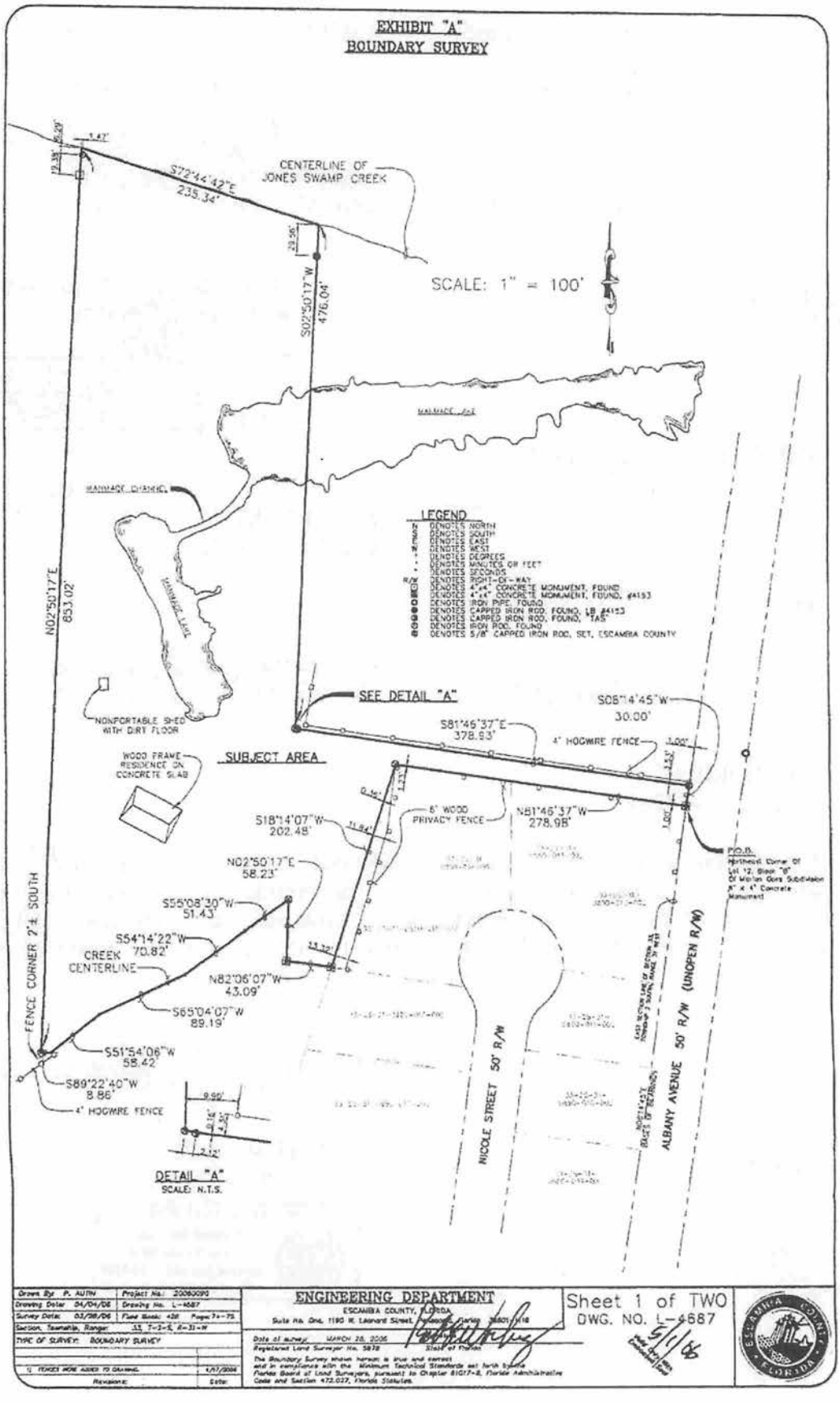


EXHIBIT "A"
BOUNDARY SURVEY

LEGAL DESCRIPTION FOR 33 & 34-2S-31-1000-000-000, FOR COUNTY PURCHASE (PREPARED BY UNDERSIGNED) :

COMMENCE AT A 4" X 4" CONCRETE MONUMENT ON THE EAST LINE OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AT THE NORTHEAST CORNER OF LOT 12, BLOCK "B" OF MARION OAKS SUBDIVISION, AS RECORDED IN PLAT 15, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 81 DEGREES 46 MINUTES 37 SECONDS WEST (N81°46'37"W), A DISTANCE OF 278.98 FEET; THENCE RUN SOUTH 18 DEGREES 14 MINUTES 07 SECONDS WEST (S18°14'07"W), A DISTANCE OF 202.48 FEET; THENCE RUN NORTH 82 DEGREES 06 MINUTES 07 SECONDS WEST (N82°06'07"W), A DISTANCE OF 43.09 FEET; THENCE RUN NORTH 02 DEGREES 50 MINUTES 17 SECONDS EAST (N02°50'17"E), A DISTANCE OF 58.23 FEET TO THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING FIVE (5) COURSES: THENCE RUN SOUTH 55 DEGREES 08 MINUTES 30 SECONDS WEST (S55°08'30"W), A DISTANCE OF 51.43 FEET; THENCE RUN SOUTH 54 DEGREES 14 MINUTES 22 SECONDS WEST (S54°14'22"W), A DISTANCE OF 70.82 FEET; THENCE RUN SOUTH 65 DEGREES 04 MINUTES 07 SECONDS WEST (S65°04'07"W), A DISTANCE OF 89.19 FEET; THENCE RUN SOUTH 51 DEGREES 54 MINUTES 06 SECONDS WEST (S51°54'06"W), A DISTANCE OF 58.42 FEET; THENCE RUN SOUTH 89 DEGREES 22 MINUTES 40 SECONDS WEST (S89°22'40"W), A DISTANCE OF 8.86 FEET; THENCE DEPARTING SAID CREEK CENTERLINE RUN NORTH 02 DEGREES 50 MINUTES 17 SECONDS EAST (N02°50'17"E), A DISTANCE OF 853.02 FEET TO THE CENTERLINE OF JONES SWAMP CREEK; THENCE ALONG SAID CENTERLINE RUN SOUTH 72 DEGREES 44 MINUTES 42 SECONDS EAST (S72°44'42"E), A DISTANCE OF 235.34 FEET; THENCE DEPARTING SAID CENTERLINE RUN SOUTH 02 DEGREES 50 MINUTES 17 SECONDS WEST (S02°50'17"W), A DISTANCE OF 476.04 FEET; THENCE RUN SOUTH 81 DEGREES 46 MINUTES 37 SECONDS EAST (S81°46'37"E), A DISTANCE OF 378.93 FEET; THENCE RUN SOUTH 08 DEGREES 14 MINUTES 45 SECONDS WEST (S08°14'45"W), A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. LYING IN SECTION 33 & 34, TOWNSHIP 2 SOUTH, RANGE 31 WEST IN ESCAMBIA COUNTY, FLORIDA AND CONTAINING 196,110.57 SQUARE FEET (4.50 ACRES), MORE OR LESS.

SURVEYOR'S NOTES

1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.

2) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.

3) FIELD DATE: MARCH 28, 2006; FIELD NOTES RECORDED IN FIELD BOOK 426, PAGES 74-75.

4) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTIONS 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST; THE SUBDIVISION PLATS FILED IN THE OFFICIAL RECORDS IN ESCAMBIA COUNTY, FLORIDA: MARION OAKS (PB 15, PG. 1) AND EXISTING FIELD MONUMENTATION.

5) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 08 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AS REFERENCED TO FLORIDA STAE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, HARN 83/90.

6) STATE PLANE CORDINATES SHOWN HEREON ARE BASED ON ESCAMBIA COUNTY MONUMENT NUMBER "ESC 4113" (NORTH 513,266.5071; EAST 1,083,492.0275; ELEV. 19.8090) AND "ESC 4114 (NORTH 514,548.4150; EAST 1087067.4504; ELEV. 20.8340).

Drawn By: P. Kuhn	Project No.: 20080060	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA Suite No. One, 1190 W. Leonard Street, Pensacola, Florida 32501-1110	Sheet 2 of TWO DWG. NO. L-4687
Drawing Date: 04/04/06	Drawing No.: L-4687		
Survey Date: 03/28/06	Field Book: 426 Page: 74-75		
Section, Township, Range:	33, T-2-S, R-31-W		
TYPE OF SURVEY: BOUNDARY SURVEY		Date of survey: MARCH 28, 2006 Signature Registered Land Surveyor No. 3678 State of Florida The Boundary Survey shown hereon is true and correct and in compliance with the minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Chapter 61G17-6, Florida Administrative Code and Section 472.027, Florida Statutes.	
Revisions:	Date:		

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued


2008000834

2. Perdido Bay Tribe Lease

Motion made by Commissioner Robinson, seconded by Commissioner White, and carried 4-0, with Commissioner Whitehead absent, taking the following action regarding the lease of land and residence to Perdido Bay Tribe of the Southeastern Lower Muscogee Creek Indians, Inc., within the Jones Swamp Wetland Preserve, to develop as an educational and cultural center: 1841

A. Adopting a Resolution *(R 2008-137)* authorizing the lease of real property to Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., for $1 per year, beginning July 10, 2008, for a five-year period, with a renewal option for an additional five-year term;

B. Authorizing the Chairman to sign the Resolution;

C. Approving a *Lease Agreement between Escambia County and Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc.*, for that portion of property located at 1610 Albany Avenue, Pensacola, Florida, for $1 per year, beginning July 10, 2008, for a five-year period, with a renewal option for an additional five-year term;

D. Authorizing the Chairman to sign the Lease Agreement;

(Continued on Page 33)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-13. Approval of Various Consent Agenda Items – Continued



6. Taking the following action regarding a Resolution authorizing the renewal of lease of real property to the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., and the *Renewal of Lease Agreement between Escambia County and the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc.*:

   A. Adopting a Resolution *(R2013-74)* authorizing the renewal of lease of real property to the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., for $1 per year, for an additional five years, commencing on July 10, 2013, and ending on July 9, 2018;

   B. Authorizing the Chairman to sign the Resolution;

   C. Approving a *Renewal of Lease Agreement between Escambia County and the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc.*, for real property located at 3300 Beloved Path (f/k/a 1610 Albany Avenue), Pensacola, Florida, for $1 per year, for an additional five years, commencing on July 10, 2013, and ending on July 9, 2018; and

   D. Authorizing the Chairman to sign the Lease Agreement.



7. Taking the following action concerning the *First Amendment to the Agreement to Provide Paratransit Transportation Services* between Escambia County and the Pensacola Bay Transportation Company, LLC:

   A. Approving the *First Amendment to the Agreement to Provide Paratransit Transportation Services*; and

   B. Authorizing the Chairman to sign the First Amendment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14327 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/05/2018
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. Manna Food Bank, Inc., in the amount of $2,000; and

B. Alpha Center Inc., in the amount of $2,000.

Upon approval of these funding allocations the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Manna Food Bank, Inc. - $2,000

Alpha Center Inc. - $2,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Manna Food Bank Inc

Alpha Center Inc

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

June14, 2018

Manna Food Bank Inc.
Attn: Kerri Smayda
3030 North E. Street, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated June 13, 2018.

Dear Kerri Smayda,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Manna Food Bank, Inc. DATE 06/13/2018

POINT OF CONTACT Kerri Smayda PH# (850) 432-2053

EMAIL ADDRESS: kerri@mannahelps.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 06/20/2018 AMOUNT REQUESTED: $ 2,000 ✓

CHECK PAYABLE TO: Manna Food Bank, Inc.

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street 3030 North E Street City Pensacola State FL Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief DF (Initial)

NAME OF CERTIFYING OFFICIAL
DeDe Flounlacker

TITLE OF CERTIFYING OFFICIAL
Executive Director

SIGNATURE (Digital)

DATE
06/13/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	NOT Available for Signature	☐	☐	
CHIEF	NOT Available for Signature	☐	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $2,000.00

CFO ASSISTANT

Date processed 6/14/18

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 6/14/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Manna Food Bank, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Last year, Manna provided help to 20,269 people by distributing more than 430,300 pounds of food to 11,310 families. Manna receives zero government funding and is financially supported by contributions from local individuals and businesses. Manna's mission is to offer emergency food assistance, service the food-related needs of vulnerable populations, and engage the entire community in the fight against hunger. Food is a critical stabilizing factor for many of our clients and it reduces the likelihood that they will engage in risky behavior to obtain food. Supporting Manna will assist with meeting our neighbors' basic needs while contributing to the safety of our neighborhoods.

Food insecurity negatively affects approximately one out of six people (18%) in Escambia County (Feeding America's Map the Meal Gap Study 2016). The U.S. Department of Agriculture (USDA) defines food insecurity as the inability to consistently access enough nutritious food, which is necessary for a healthy life (USDA.gov). Members of low-income families face high levels of stress and struggle with poor mental health caused, in part, by the financial and emotional pressures of food insecurity (Food Research & Action Center). For people suffering from food insecurity, eating a consistent, healthy and balanced diet is too often unattainable. Their resource limitations frequently result in a dangerous cycle wherein hunger is complicated by factors such as a lack of access to healthy foods, low wages, lack of access to health care, inadequate transportation, poor housing or neighborhood violence.

For children, the impact of a poor diet contributes to delayed cognitive developments, higher rates of hospitalization, and psychosocial, behavioral, emotional and academic challenges (FeedingAmerica.org).

Manna is a direct service provider to the hungry and is the only pantry in the region that packs grocery bags using USDA Standards for a Healthy Diet. We place a higher value on the QUALITY rather than the QUANTITY of food we distribute.

A contribution from the Escambia County Sheriff's Office will directly support service to those in need

Internal Revenue Service
District Director

Department of the Treasury

MAR 30 1985

Date:

Our Letter Dated:
December 21, 1982
Person to Contact:
Loretta Hamilton/po
Contact Telephone Number:
(404) 221-4516

Employer Identification
59-2181031

File Folder Number
580017146

MANNA FOOD BANK, INC.
P.O. Box 12523
Pensacola, FL 32573

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section _____*_____. Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section _____*_____ status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section _____*_____ organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

District Director

* 170(b)(1)(A)(vi) & 509(a)(1)

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248454921
Oct. 18, 2010 LTR 4168C E0
59-2181031 000000 00
00015646
BODC: TE

MANNA FOOD BANK INCORPORATED
116 E GONZALEZ ST
PENSACOLA FL 32501-3146

022098

Employer Identification Number: 59-2181031
Person to Contact: MS. EVANS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Oct. 06, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in DECEMBER 1982.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Form **W-9**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Please print or type

Name (See **Specific Instructions** on page 2.)
Manna Food Bank, Inc.

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ 509(a)(1) and 170(b)(1)(A)(vi)

Address (number, street, and apt. or suite no.)
3030 North E Street

City, state, and ZIP code
Pensacola, FL 32501

Requester's name and address (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
5 9 - 2 1 8 1 0 3 1

List account number(s) here (optional)

Part II **For U.S. Payees Exempt From Backup Withholding** (See the instructions on page 2.)

▶

Part III **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/25/2018

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

0000010 01/07/14

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012671697C-4	02/28/2014	02/28/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

MANNA FOOD BANK INC
116 E GONZALEZ ST
PENSACOLA FL 32501-3146

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators 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. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

June 18, 2018

Alpha Center Inc.
Attn: Valerie Schumm
P.O. Box 10880, Pensacola FL 32524

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated June 5, 2018.

Dear Valerie Schumm,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

[ ] CRIME PREVENTION [X] DRUG PREVENTION [X] DRUG EDUCATION [X] SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

[X] PROMOTE CRIME/DRUG ABUSE PREVENTION OR [X] DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

[X] 501c3 or c4 OR [ ] NOT-FOR-PROFIT AND [X] W-9 AND [X] CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Alpha Center, Inc. DATE June 5, 2018

POINT OF CONTACT Valerie Schumm, Director PH# (850) 479-4391

[ ] INITIAL REQUEST [X] PREVIOUS REQUEST

EMAIL ADDRESS: alphacenterdir@aol.com

DATE FUNDS NEEDED (The BOCC will process) AMOUNT REQUESTED: $ 2,000

CHECK PAYABLE TO: Alpha Center, Inc.

COMPLETE MAILING ADDRESS: [ ] NEW ADDRESS

Street P. O. Box 10880 City Pensacola State FL Zip Code 32524-0880

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | VCS (Initial)

NAME OF CERTIFYING OFFICIAL Valerie Schumm

TITLE OF CERTIFYING OFFICIAL Director

SIGNATURE (Digital) Debbie Horak, Board Member

Valerie Schumm

DATE June 5, 2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		✓		
LEGAL		✓		
CHIEF		✓		AMOUNT APPROVED $2,000.00
SHERIFF		✓		I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 6/18/18

DAVID MORGAN, SHERIFF

DATE 6/18/2018

1/2018

ORGANIZATION/AGENCY NAME:

Alpha Center, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Please see Alpha Center's cover letter of request, as attached.

At Alpha Center, both one-on-one mentoring and parenting education with our clients and their families are absolutely vital throughout our programs and services. We maintain a current library of excellent educational brochures, books, videos and DVD's on health and safety.

We educate through our well-attended and successful "Mom and Me" and/or "Dad and Me" parenting education program on subjects such as excellent prenatal care, staying away from drugs, alcohol and smoking, as well as the many aspects of health and safety for themselves and their children at home and in the local community.

Through serving our clients in these programs, we are impacting our community in a huge way for the better!

alpha center INC.

Located at 6004 Pernella Road • P.O. Box 10880 • Pensacola, FL 32524-0880 • (850) 479-4391
www.alphacenterinc.org

June 5, 2018

Escambia County Sheriff's Office
ATTN: Dan Capozzolo
1700 W. Leonard St.
Pensacola, FL 32501

Dear Mr. Capozzolo,

Our goal at Alpha Center is to bring hope and dignity to our clients and their families, and we and the hundreds of mothers, fathers and babies we help every year thank you ahead of time for your munificent support. Your donation enables us to offer practical and emotional aid at a time in our clients' lives when it is needed most, especially by providing resources for our well-attended parenting classes. Education is a major and vital aspect of our services and programs for good health, parenting, and excellent prenatal care free of drugs, alcohol and smoking, etc. Our clients are served without regard to age, race, income, nationality, religious affiliation, disability or arbitrary circumstances. Enclosed is the application for SLET monies, and we confirm our willingness to comply with the requirements.

Among the enclosed information is our 2017 year-end statistical report, which reflects many of the items provided this year, including safe beds for babies, pre-natal vitamins, maternity clothing, layettes, dozens of diapers, infant food, formula, and clothing, car seats, high chairs, strollers, books, toys, and miscellaneous infant and maternal items for our clients in need. Informational and educational brochures, DVDs, videos and other materials for our clients stress drug and alcohol prevention, maternal and child health, and numerous other topics critical to good parenting.

In addition, we provided a large number of educational "Mom and Me" and/or "Dad and Me" parenting program sessions. This successful incentive program for the parents-to-be at our pregnancy center provides educational enrichment sessions to help them to be the best parents they can be. Since we assist with toddler items through the pre-school years, we also have returning clients we are able to assist with your support.

All services provided by us are free of charge and those positively impacted are the parents, grandparents, extended family members and, of course, the children. On behalf of the approximately 100 volunteers who comprise the Alpha Center team, we thank you in advance for your generosity in assisting us in our work of serving, educating and caring for our neighbor.

Sincerely yours,

Valerie Schumm

Valerie Schumm
Executive Director

Enc.: Statistical Report, SLET Application,
501c3, W-9, Consumer Certificate of Exemption
Extra copy of cover letter and enclosures

Where Love Grows

Internal Revenue Service

Date: February 23, 2004

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms. E. Eckert ID 31-07436
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
23-7399367

Alpha Center, Inc.
% D L Whittemore Jr
6004 Pernella Rd
Pensacola, FL 32504-7653

Dear Sir or Madam:

This is in response to your request of February 23, 2004, regarding your organization's tax-exempt status.

In January 1975 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Alpha Center, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see Instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
Street: 6004 Pernella Rd. Mailing: P.O. Box 10880

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL 32504 Pensacola, FL 32524

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
23 - 7399367

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶ January

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

0000016 03/01/14

FLORIDA
DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012628483C-5	03/31/2014	03/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ALPHA CENTER INC
6004 PERNELLA RD
PENSACOLA FL 32504-7653

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

ALPHA CENTER STATISTICAL REPORT
AS OF 12/31/17 YEAR-TO-DATE

New Cases YTD 2017: 334

Other YTD 2017 Statistics:

Number of closed cases: 296

Number of contacts: 1884

Enrolled in "Mom & Me" Sessions: 197

Number of "Mom & Me" Sessions: 543

"Mom & Me" Gifts: 560

Number of Items Donated to Clients:

Vitamins:	19	Car Seats (new):	31
Maternity Clothes:	489	Car Seats (used):	22
Pamphlets:	142	Cribs (new):	5
Layette (Girl):	49	Cribs (used):	0
Layette (Boy):	46	Play Pens (Pack'n'Plays):	63
Diapers (by doz.):	1102	High Chairs:	3
Infant Food:	1020	Strollers:	25
Formula:	347	Bassinets:	6
Clothing:	5697	Toys:	583
Toddler Items	971	Misc. Items:	3534



Learn the signs of preterm labor

Preterm labor can happen to any woman. Call your health care provider right away if you have any of these warning signs:

- Contractions that make your belly tighten up like a fist every 10 minutes or more often
- Change in the color of your vaginal discharge, or bleeding from your vagina
- The feeling that your baby is pushing down. This is called pelvic pressure.
- Low, dull backache
- Cramps that feel like your period
- Belly cramps with or without diarrhea

For more information, go to: marchofdimes.com

Help give all babies their 9 months

SHERIFF DAVID MORGAN says,
"YOUR LIFE... YOUR COMMUNITY...
NO PLACE FOR DRUGS OR CRIME"
ESCAMBIA COUNTY SHERIFF'S OFFICE
Paid for by the Escambia County Sheriff's Office with State Law Enforcement Trust Fund Monies.

My 9 months℠

Smoking and Pregnancy



marchofdimes.com

pregnancy & newborn HEALTH EDUCATION CENTER®
March of Dimes®

ask about prescription drugs.

The following prescription drugs can cause birth defects in your baby. If you are taking one of these drugs, talk to your health care provider before you get pregnant. You may need to switch to a different drug or dose. If you are pregnant, do not stop taking your medication until you talk to your provider.

Accutane (isotretinoin)and other retinoids*
Thalomid (thalidomide)*
Tegison (etretinate)*
Soriatane (acitretin)*
ACE Inhibitors (enalapril or captopril)
Carbamazepine
Anti-folic acid drugs like methotrexate or aminopterin
Lithium
Phenytoin
Streptomycin and kanamycin
Tetracycline
Trimethadione and paramethadione
Valproic acid
Warfarin and other coumadin by-products
Androgens and testosterone by-products

*Stop taking these drugs and call your health care provider immediately if you are pregnant.

pregnancy & newborn HEALTH EDUCATION CENTER
March of Dimes®

visit
marchofdimes.com

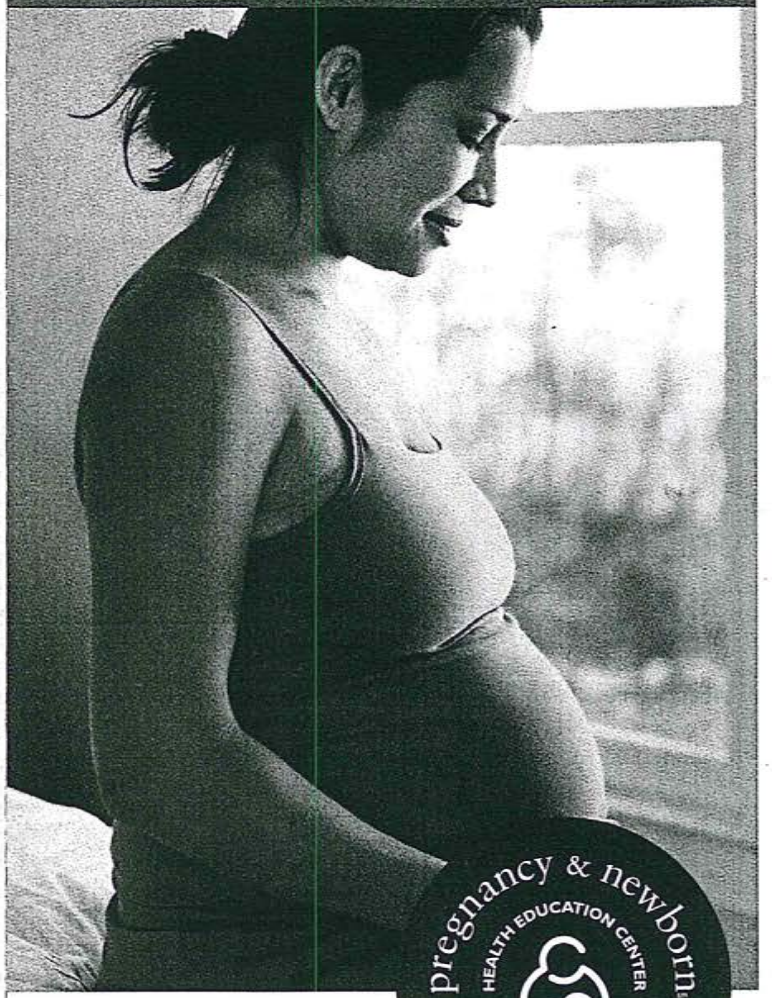
call
1-888-MODIMES

e-mail
askus@marchofdimes.com

SHERIFF DAVID MORGAN says,
"YOUR LIFE... YOUR COMMUNITY... NO PLACE FOR DRUGS OR CRIME"
ESCAMBIA COUNTY SHERIFF'S OFFICE

Paid for by the Escambia County Sheriff's Office with State Law Enforcement Trust Fund Monies.

drugs and pregnancy



what you need to know

pregnancy & newborn HEALTH EDUCATION CENTER
March of Dimes®

stopping alcohol use

Ask your health care provider or contact:

Alcohol Treatment Referral Hotline
1-800-ALCOHOL (1-800-252-6465)
Provides help and referrals for people with concerns about alcohol or drug use. Available 24 hours.

National Council on Alcoholism and Drug Dependence (NCADD)
ncadd.org
1-800-NCA-CALL (1-800-622-2255)
Provides help and referrals for people with concerns about alcohol or drug use. Available 24 hours.

Alcoholics Anonymous (AA)
alcoholics-anonymous.org
Offers suppport for individuals who desire to stop drinking and maintain sobriety. Check the white pages of your local phone book for meetings in your area.

The **Pregnancy & Newborn Health Education Center**sm at the March of Dimes
marchofdimes.com
1-888-MODIMES (1-888-663-4637)
Available Monday through Friday,
9:00 a.m to 8:00 p.m EST.

pregnancy & newborn HEALTH EDUCATION CENTER
March of Dimes

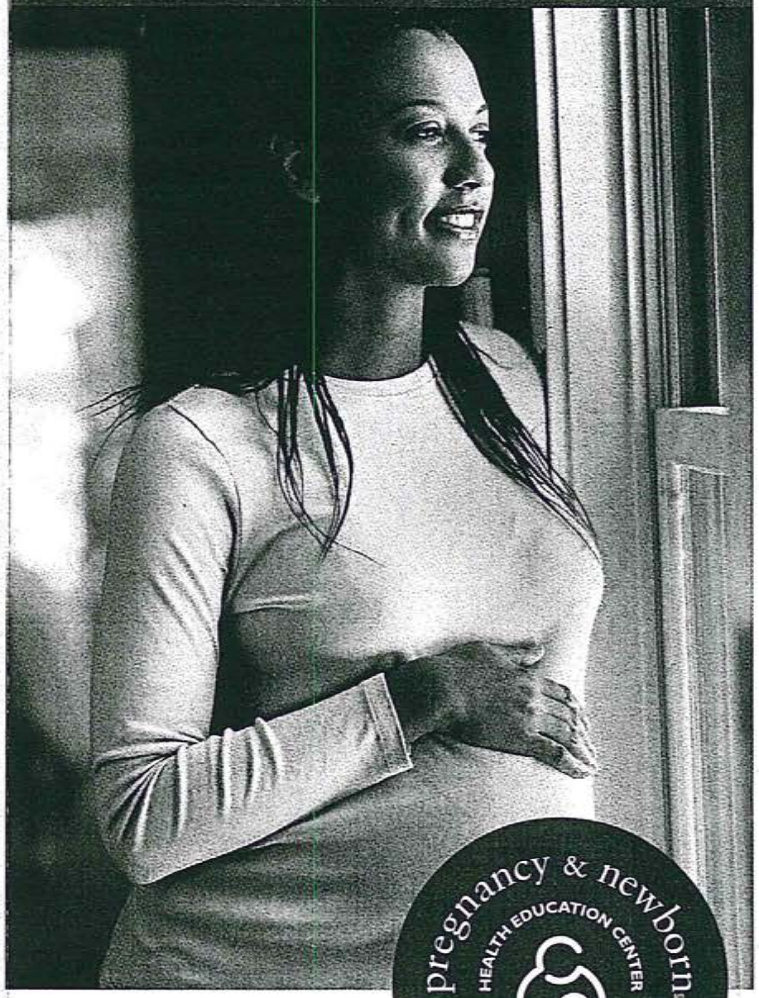
visit
marchofdimes.com

call
1-888-MODIMES

e-mail
askus@marchofdimes.com

SHERIFF DAVID MORGAN says,
"YOUR LIFE... YOUR COMMUNITY... NO PLACE FOR DRUGS OR CRIME"
ESCAMBIA COUNTY SHERIFF'S OFFICE

alcohol and pregnancy



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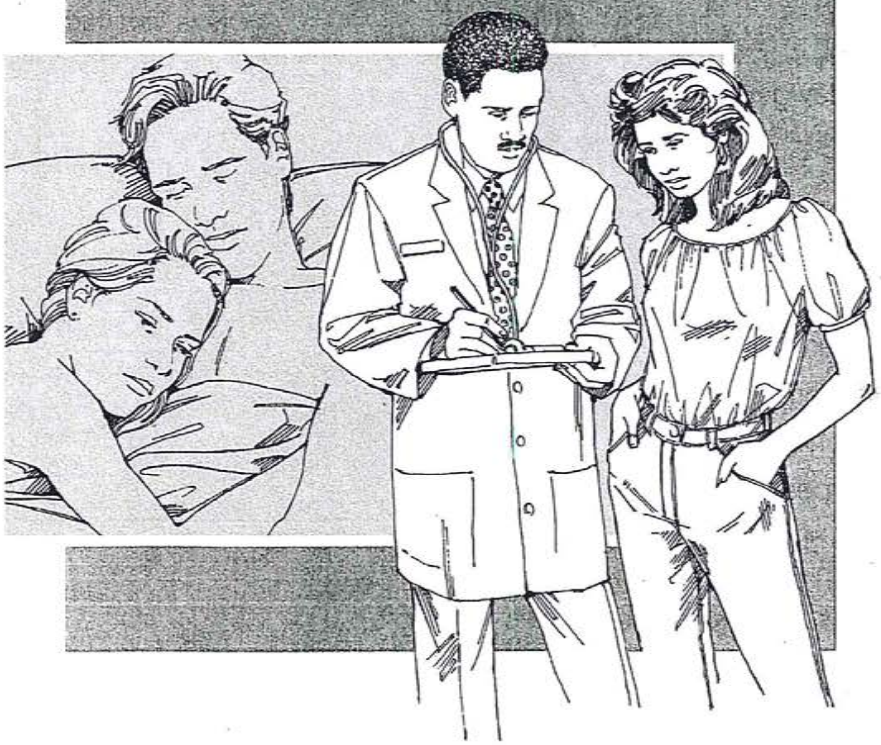
ESCAMBIA COUNTY SHERIFF'S OFFICE

Paid for by the Escambia County Sheriff's Office with State Law Enforcement Trust Fund Monies.

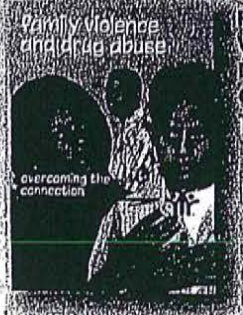
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SCRIPTOGRAPHY®

Printed on recycled paper
(30% post-consumer content by weight).

HIV and Other STDs
-- A double threat



Substance Abuse



Family Violence And Drug Abuse: Overcoming The Connection
Notes that domestic violence and drug abuse often go together—but that the connection can be broken. This awareness-raising booklet for general audiences describes the ways that family violence and drug abuse are similar, and underscores the harm that both do to family members. It explains that treatment and intervention can bring positive change, and spotlights ways that community members and professionals can help. 16 pages, 5 1/2" x 8"

For general audiences (LN706342)A

Quantity	1-99	100-499	500-999	1,000-2,499+
Price List A	$1.36 ea.	$1.08 ea.	$1.04 ea.	$.94 ea.

Combine any item numbers ending in A for quantity discounts!



How Substance Abuse Affects Parenting Skills
Provides important guidelines for positive parenting, and explains how the disease of substance abuse can get in the way. Details the dramatic and negative effects substance abuse can have on a parent's behavior, judgment, impulse control, and other parenting skills. The booklet then looks at the short- and long-term effects of substance abuse from the child's perspective, as well as the complications caused by substance abuse during pregnancy. Concludes with a self-test to help readers recognize the warning signs in themselves, and tells where to turn for help and treatment. 16 pages, 5 1/2" x 8"

For parents (LN706727)A



Talking With Your Teen or Preteen About Healthy Choices
Family communication can be difficult during adolescence—for both parents and teens. But with all the changes, choices, and risks that go along with the teen years, a positive dialogue is vital. This straightforward resource guides parents on starting discussions; communicating ideas and values to young people while staying open to what they have to say; talking about issues such as violence, cyberbullying, and substance abuse; and recognizing and responding to warning signs of high-risk behavior. 16 pages, 5 1/2" x 8"

For parents (LN707046)A



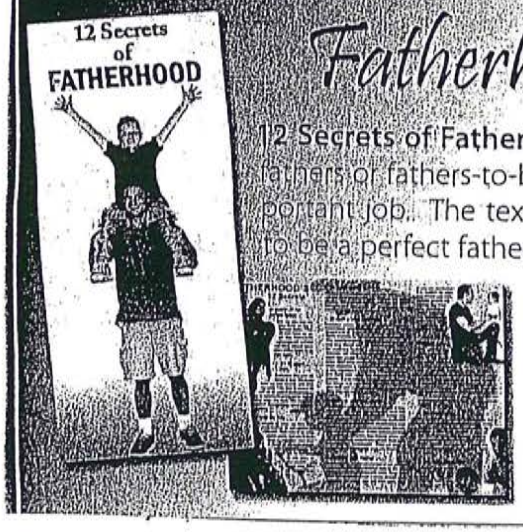
Help Keep Me Safe—Tips To Prevent Abduction
A concise guide to minimizing a child's risk of being kidnapped. It alerts parents to this crime, and provides prevention techniques without resorting to sensationalism. Includes developmentally appropriate self-protection strategies for children ages 5-8. 8 panels, 3 1/2" x 8"

For parents (LN705884)A



Stay Safe Around People You Do Not Know Well; A Coloring & Activities Book
Helps children differentiate between people they feel they can trust and those they don't know well. Youngsters learn to recognize unsafe situations, say no to strangers and get away, and report incidents to parents or the police. 8 pages, 8 1/2" x 11". Ages 6-9

Children's book (DH54585)A



Fatherhood Literature

12 Secrets of Fatherhood — This brochure offers advice to fathers or fathers-to-be on how to be good at their most important job. The text starts with, "No one can tell you how to be a perfect father. We all just learn as we go. But, here's what experienced fathers say they would have done if they had to do it over again," and then lists twelve items that are very important to being a father.

9401FH

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14336 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 07/05/2018
Issue: Approve Proposed Settlement of Workers' Compensation Case Brought by Donna Balsan
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Case Brought by Donna Balsan.

That the Board approve a proposed settlement in the sum of $15,449.00 payable to Donna Balsan in exchange for a complete resolution of all claims for workers' compensation benefits and execution of a general release of all liability.

BACKGROUND:

Donna Balsan is a 66-year-old woman who was employed by the Escambia County Sheriff's Office at the time of her accident on August 14, 1996. She was employed as a food service assistant at the County Jail and was attempting to move a large mixing bowl when she sustained an injury to her lower back, with associated symptoms to her left leg and left foot. The accident and the resulting injuries were accepted as compensable and benefits were provided.

Following the accident, Ms. Balsan underwent treatment which included diagnostic testing, medications, and a course of physical therapy. On October 9, 1996, she obtained an MRI scan of her lumbar spine, which revealed a large left-sided posterior disc herniation at L5-S1, a small right-sided posterior disc herniation at L1-2, and resulting spinal stenosis (narrowing of the spinal canal). Her treating physician then referred her to the care of a neurosurgeon.

Effective June 1, 2017, Ms. Balsan retired from her employment with the Escambia County BCC after the Board had assumed operation of the County Jail. She is now a recipient of Social Security retirement benefits and is a Medicare beneficiary. At present, Ms. Balsan remains under the care of Dr. David

Chandler, an orthopedic surgeon, and Dr. Aaron Stein, a Pain Management Specialist. As of October 3, 2017, Dr. Chandler believes that Ms. Balsan was doing reasonably well, although he advised that further treatment could include additional epidural injections, physical therapy and anti-inflammatory medications.

Given Ms. Balsan's status as a Medicare beneficiary, Brian Handley, our retained counsel with Public Entity Legal Solutions, obtained a Medicare Set-aside report which projected future medical expenditures in the sum of $12,949.00 over the course of Ms. Balsan's life expectancy. As noted by Mr. Handley, in light of Ms. Balsan's lengthy post-accident work history and recent retirement, medical expenditures appear to be the most likely and significant exposure for the County.

Pursuant to Section 440.20(11) Fla. Stat., Ms. Balsan and PGCS recently negotiated a provisional settlement agreement releasing the County and PGCS from future liability for workers' comp benefits in exchange for a lump sum payment of $15,449.00. Of this amount, $12,949.00 will expressly be allocated to fund the proposed Medicare set-aside. If approved by the Board and by the Center for Medicaid and Medicare Services, the provisional agreement will resolve all potential benefits to which Ms. Balsan could have been entitled in connection with the 1996 accident. As emphasized by Mr. Handley, the proposed Agreement includes a stipulation that Ms. Balsan will execute a general release for the benefit of the County. In light of the substantial potential exposure, Mr. Handley respectfully recommends that the Board of County Commissioners approve the proposed settlement agreement.

BUDGETARY IMPACT:

The appropriate reserves from Internal Service, 501 Fund have been set to fund the self-insured retention portion of the settlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Retained counsel will prepare the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14395 **County Attorney's Report 12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 07/05/2018
Issue: Proposed Settlement Between Escambia County and Equal Employment Opportunity Commission, Case NO.: 425-2018-00430
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Proposed Settlement Between Escambia County and Equal Employment Opportunity Commission (Administrative Complaint of Amanda Phillips), Case No: 425-2018-00430.

That the Board take the following action:

A. Approve the proposed settlement with the Equal Opportunity Commission (EEOC); and

B. Authorize the County Administrator to execute the proposed agreement with the EEOC, if approved by the Board.

[THE PROPOSED SETTLEMENT TO BE PROVIDED UNDER SEPARATE COVER.]

BACKGROUND:

At its regularly scheduled meeting on May 3, 2018 (copy of Resume attached), the Board approved a settlement agreement between Amanda Phillips and Escambia County which authorized payment of $175,000.00 to Ms. Phillips and her attorneys, which was funded by Glatfelter Claims Management, Ins. in exchange for a general release executed by Ms. Phillips and her request to the EEOC to withdraw her complaint cease litigation. However, the EEOC is requiring additional terms for the settlement of the administrative complaint filed by Ms. Phillips. The EEOC has the statutory authority to pursue an administrative complaint in its own name, if is so chooses.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers and Deputy County Attorney Charles Peppler have discussed with Reynaldo Velazquez, Attorney retained by Glatfelter Claims Management, Inc., the settlement with the EEOC.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

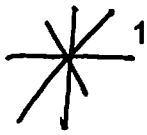
N/A

Attachments

Resume - May 3, 2018

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION



1. Amanda Phillips v. Escambia County

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 4-1, with Commissioner May voting "no," taking the following action concerning the approval of settlement of administrative complaint Amanda Phillips v. Escambia County, EEOC Case No.:425-2018-00430:

A. Authorizing the settlement of EEOC Case No.: 425-2018-00430, in the amount of $175,000.00, sum to be paid by Gladfelter Claims Management, Inc., on behalf of the County, pursuant our insurance policy, inclusive of attorney's fees and costs, in exchange for full and final settlement of the claim, withdrawal of the Complaint, and dismissal of the Case; and

B. Authorizing the County Administrator to execute the settlement agreement after the agreement is executed by Amanda Phillips.

II. FOR DISCUSSION

1. Adoption of a Resolution

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving to move, to the first meeting in June, the recommendation that the Board, at the request of Commissioner Grover Robinson, adopt, and authorize the Chairman to sign, the Resolution to protect the character of existing public areas on Santa Rosa Island.

Speaker(s):

James Cox
Elizabeth Hewson
James Scaminaci
Teresa Preston
Thomas Campanella
Anita Feliciano
Dianne Krumel