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.

Escambia County is committed to making our website accessible. If you use assistive technology, for example a screen reader, and have difficulty accessing information in this agenda online, please contact our ADA Coordinator at ADA@myescambia.com or 850-595-1637.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – June 18, 2020 – 9:00 a.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 Underhill.

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. 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.

7. 9:01 a.m. Public Hearing for consideration of the Fiscal Year 2020 Proposed Grant Application for CARES Act Funding of Mass Transit

Recommendation: That the Board take the following action concerning the Fiscal Year 2020 Grant Application for Federal Transit Administration (FTA), Section 5307 CARES Act Funds, for operating and capital expenses:

A. Conduct a Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department for $10,137,924, for CARES Act Operating and Capital assistance;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and

D. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

8. 9:02 a.m. Public Hearing for consideration of adopting an Ordinance creating the Ashland Heights Phase Two Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Ashland Heights Phase Two Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

9. 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 2020 Returns Received in May 2020

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2020 returns received in May 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the eighth month of collections for the fiscal year 2020. Total collected for the month of April 2020 Returns was $321,968.36. This is a 68.58% decrease from April 2019 Returns. Total collections year to date are 20.28% less than the comparable time frame in Fiscal Year 2019.

2. 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 Reports of the Agenda Work Session and the Gary Sansing Public Forum held June 4, 2020; and

B. Approve the Minutes of the Regular BCC Meeting held June 4, 2020.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 9:01 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - LSA-2020-01

That the Board of County Commissioners (BCC) review and approve an Ordinance amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, changing the Future Land Use category of a parcel, which is located within Section 05, Township 3S, Range 31W, and which is identified as Parcel ID Number 05-3S-31-1500-000-000, totaling 26.76 (+/-) acres, located on Blue Angel Parkway, from Commercial (C) to Mixed-Use Urban (MU-U).

This hearing serves as the second of two public hearings.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Scheduling of a Public Hearing to Establish a Motorboat Exclusion Zone Surrounding the Innerarity Point Park Swimming Area and Paddlecraft Launch Area - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the scheduling of a Public Hearing on July 16, 2020, at 9:01 a.m., to consider adoption of an Ordinance to Establish a Motorboat Exclusion Zone Surrounding the Innerarity Point Park Swimming Area and Paddlecraft Launch Area.

2. Recommendation Concerning the Scheduling of a Public Hearing to Establish a "Slow Speed - Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the scheduling of a Public Hearing on July 16, 2020, at 9:02 a.m., to consider adoption of an Ordinance to Establish a "Slow Speed - Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek.

3. Recommendation Concerning the Scheduling of a Public Hearing for the Beulah Garden Estates Street Lighting Municipal Services Benefit Unit - Sharon Harrell, Interim Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a public hearing on July 2, 2020, at 5:34 p.m., to consider adoption of an ordinance creating the Beulah Garden Estates Street Lighting Municipal Services Benefit Unit (MSBU).

4. Recommendation Concerning the Scheduling of a Public Hearing for the Brylington Manor Street Lighting Municipal Services Benefit Unit - Sharon Harrell, Interim Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a public hearing on July 2, 2020, at 5:35 p.m., to consider adoption of an ordinance creating the Brylington Manor Street Lighting Municipal Services Benefit Unit (MSBU).

5. Recommendation Concerning the Scheduling of a Public Hearing for the Ashland Heights Phase One Street Lighting Municipal Services Benefit Unit - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a public hearing on July 2, 2020, at 5:36 p.m., to consider adoption of an ordinance creating the Ashland Heights Phase One Street Lighting Municipal Services Benefit Unit (MSBU).

6. Recommendation Concerning the CareerSource Escarosa Budget and Individual Training Accounts Waiver Fiscal Year 2020-2021 - Clara Long, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the CareerSource Escarosa's (formerly Workforce Escarosa, Inc.), Budget and Individual Training Accounts (ITA) Fiscal Year 2020-2021 request to support a waiver to allow 30% (vs. 50%) of the Title I fund for Adults and Dislocated Workers to be allocated for ITA and to allow CareerSource to meet fixed cost requirements, staffing levels, and increased demand for core and intensive services.

7. Recommendation Concerning the Amendment to the Memorandum of Understanding between CareerSource Escarosa and the Escambia County School District - Clara Long, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the Amendment to the Memorandum of Understanding (MOU) between CareerSource Escarosa (formerly Workforce Escarosa, Inc.) and the Escambia County School District. The Amendment enables the School District to pay the allocated infrastructure costs to CareerSource Escarosa, per the new Workforce Innovation and Opportunity Act (WIOA) legislation. This Amendment updates the infrastructure costs for the 2020-2021 school year.

8. Recommendation Concerning CareerSource Escarosa (formally Workforce Escarosa, Inc.) to be named as a One-Stop Operator - Clara Long, Neighborhood & Human Services Department Director

That the Board confirm and approve CareerSource Escarosa to continue to serve as this region's One-Stop Operator. Workforce Innovation Opportunity Act (WIOA) requires competitive procurement of One-Stop Operators to coordinate service delivery of One-Stop partners and providers at a career center, with One-Stop Operators to be in place by July 1, 2020. A Local Workforce Development Board (in this case, CareerSource Escarosa) may be selected as a One-Stop Operator through sole source procurement upon agreement of the local chief elected official (Board of County Commissioners through its Chairman) and the state oversight entity (CareerSource Florida).

9. Recommendation Concerning the CareerSource Escarosa Grantee-Subgrantee Agreement - Clara Long, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the Grantee-Subgrantee Agreement between CareerSource Escarosa (formerly known as Workforce Escarosa, Inc.) Local Workforce Development Board and Florida Department of Economic Opportunity (DEO). This Agreement is required to carry out the duties and responsibilities assigned by the Governor under each federal Grant assigned to DEO. This Agreement is to enhance accountability, transparency, and oversight of Florida's Workforce Development System.

10. Recommendation Concerning the Amendment to the Escambia County Behavioral Health Transportation Plan - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the Escambia County Behavioral Health Transportation Plan:

A. Adopt the revised Escambia County Behavioral Health Transportation Plan (BHTP);

B. Adopt the Attestation; and

C. Authorize the Public Safety Department staff to transmit the adopted Plan to the State of Florida for acceptance.

11. Recommendation Concerning the Approval of the Cooperative Agreement with the Escambia County School Board Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - William R. Powell, Director of Corrections

That the Board take the following action concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail:

A. Approve the Cooperative Agreement with the Escambia County School Board; and

B. Authorize the Chairman to sign the Agreement.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #146, Tourist Promotion/SMG - Sharon Harrell, Interim Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #146, Bay Center (409), in the amount of $213,190, to recognize additional revenues to increase the current Purchase Order to pay incentive fee approved by the Board on June 4, 2020. The incentive fee is an addition to the fixed fee per the Contract approved by the Board on February 16, 2012. The funding source for Bay Center operations is One-Three Cent Tourist Development Tax and will be funded with TDT reserves.

2. Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 514 South Edgewood Circle - Sharon Harrell, Interim Budget Manager, Management and Budget Services

   That the Board take the following action concerning the surplus and sale of County-owned real property located at 514 South Edgewood Circle:

   A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;

   B. Declare surplus the Board's real property at 514 South Edgewood Circle, located in District 2, Account #: 07-3205-000, Reference #: 36-2S-30-1000-000-008; Property Appraiser's current assessed value: $12,350;

   C. Authorize sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

   D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

3. Recommendation Concerning the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida - Catherine A. White, Director of Case Management

That the Board take the following action concerning the Professional Services Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners, regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

A. Approve the Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility; and

B. Authorize the Chairman to execute the Agreement.

[Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003.]

4. Recommendation Concerning the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida - Catherine A. White, Director of Case Management

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:

A. Approve the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida; and

B. Authorize Chairman to sign the Agreement and any amendments, requests for payment, or other related documents as may be required.

[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 as outlined in Exhibit "A" of the Agreement.]

5. Recommendation Concerning Street Name Approval of “Sandy Pine Trail”- Horace Jones, Development Services Department Director

   That the Board approve the street name “Sandy Pine Trail” for a private road running south off of the 6600 block of Arthur Brown Road and 2100’ east of Brushy Creek Lane. One hundred percent of the property owners signed the petition. This street is in Commission District 5.

   [Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

6. Recommendation Concerning Street Name Approval of “Myslak Way" - Horace Jones, Development Services Department Director

   That the Board approve the street name “Myslak Way” for a private road running south off the 3800 block of W Nine Mile Road, approximately 3000 feet west of Interstate 10. One hundred percent of the property owners signed the petition. This street is in Commission District 1.

   [Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

7. Recommendation Concerning an Interlocal Cost-Sharing Agreement with Emerald Coast Utilities Authority for Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2 - J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management

   That the Board approve and authorize the Chairman to sign the Interlocal Cost-Sharing Agreement between Escambia County and the Emerald Coast Utilities Authority (ECUA) for construction services for the Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2.

8. Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in Excess of $25,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2019-2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
GameTime Vendor Number: 070316 Purchase of additional playground components for Beulah Regional Park Improvements Fund: 353 (Local Option Sales Tax IV) Cost Center: 110102 (Lost IV Discretionary) $200,000 Fund: 353 (Local Option Sales Tax IV Cost Center: 350221 (Park Capital Projects) $34,177.82	$234,177.82	U.S. Communities Contract No. 2017001134

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- BCC Approval 4/20/2020 - Reallocation of funds
- GameTime Quote #100143-01-06

9. Recommendation Concerning a Purchase Order to Dell Marketing, LP - William R. Powell, Director of Corrections

That the Board take the following action:

A. Authorize the County to utilize the State of Florida, Department of Management Services, Contract Number 43211500-WSCA-15-ACS, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

B. Authorize the issuance of a Blanket Purchase Order, in conjunction with the Office of Purchasing for the purchase of new personal computers and other hardware to replace existing equipment for the Corrections Department of Escambia County, Florida, to Dell Marketing LP, in the sum of $185,000, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

Vendor/Contractor	Amount	Contract Number
Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center: 270102/55201	$185,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

The Corrections Department will use this Blanket Order to replace approximately 225 outdated PC devices and 60 monitors. All orders will be placed by IT using the standard hardware catalog.

Escambia County BOCC Standard Hardware Catalog:

Description		New Quote
Dell 3070 Mini Std Desktop	I5, 8GB Ram, SSD, 3yr Basic	$ 681.73
Dell 3630 CAD Desktop	I5, 16GB Ram, SSD, 3yr Basic	$ 919.99
Dell 5820 Adv. Workstation	I5, 32GB Ram, SSD, 3yr Basic	$1,420.31
Dell 3390 13” 2 in 1 Tablet	I5, 8GB Ram, SSD, 3yr PS+	$ 905.22
Dell 5500 15” Laptop	I5, 8GB Ram, SSD, 3yr Basic	$ 958.23
Dell Tablet Dock	WD 19 90	$ 169.99
Dell 22” Monitor		$ 149.99
Dell 27” Monitor		$ 207.89

[Funding: Fund 001, General Fund, Cost Center 290401, Object Code 55201]

10. Recommendation Concerning a Purchase Order to David H. Griffin Enterprises, LLC, for State Housing Initiatives Partnership Housing Rehabilitation at 1506 Blossom Trail - Clara Long, Neighborhood & Human Services Director

That the Board ratify the County Administrator's signature concerning Purchase Order to David H. Griffin, LLC, concerning State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Project at 1506 Blossom Trail for $29,450 (original bid price of $22,000, plus Change Order of $7450).

[Funding: Fund 120/2018 SHIP, Cost Center 370205]

11. Recommendation Concerning Change Order #1 to Henry Schein, Inc., for the Public Safety Department's EMS Department - John Dosh, Interim Public Safety Department Director

That the Board approve and authorize the County Administrator to execute and ratify the following Change Order #1 to Henry Schein, Inc., adding funds for the purchase of medical supplies and pharmaceutical supplies to be utilized by EMS:

Department:	Public Safety
Division:	EMS
Type:	Addition
Amount:	$75,000
Vendor:	Henry Schein, Inc.
Project Name:	N/A
Contract:	42000000-18-ACS; MMS 18016
Purchase Order #:	200412 (BCC Approved 10/3/19)
Change Order #:	1
Original Award Amount:	$215,000
Change Order #1 as requested:	$75,000
Total:	$290,000

Due to COVID-19 and the supply and demand of medical supplies and pharmaceuticals, the prices of our supplies increased and the need of certain supplies increased drastically.

[Funding Source: Fund 408, Emergency Medical Services, Cost Center 330302, EMS and Fund 001, General Funds, Cost Center 330305, CARES Act]

12. Recommendation Concerning the Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail East - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail East:

A. Approve the reallocation of project savings from the Perdido Key Pedestrian Crossings Project to fund the final engineering design phase of the east segment of Perdido Key Multi-Use Trail, in the amount of $47,338.98; and

B. Approve the issuance of a Purchase Order to L&W Engineering, Inc. d/b/a Inovia Consulting Group, on Contract PD 02-03.79, Professional Services, in the amount of $47,338.98, to complete the 100% (Final) Engineering Design Scope.

Vendor/Contractor	Funding	Amount	Contract Number
L&W Engineering, Inc. d/b/a Inovia Consulting Group	Fund 353, Local Option Sales Tax (LOST) IV, Account 110102, Commission District 2 Discretionary Funds	$47,338.98	PD 02-03.79

This project is located in Commission District 2.

13. Recommendation Concerning a Change Order to Roads, Inc. of NWF, on Contract PD 19-20.042, Muscogee Road Resurfacing (Jack's Branch to Nowak) Project - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc. of NWF, on Contract PD 19-20.042, Muscogee Road Resurfacing (Jack's Branch to Nowak) Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$494,098.42
Vendor:	Roads, Inc. of NWF
Project Name:	Muscogee Road Resurfacing (Jack's Branch to Nowak)
Contract:	PD 19-20.042
PO#:	201443
CO#:	1
Original Contract Amount:	$458,689.97
Cumulative Amount of Change Orders Through this CO:	$494,098.42
New Contract Amount:	$952,788.39
Funding:	Local Option Sales Tax (LOST) III Fund 352, Cost Center 210107, Object Code 56301, Project 09EN0115

This project is located in Commission District 5.

14. Recommendation Concerning the Juvenile Justice Detention Center Lease at 1800 St. Mary Street - Cassie C. Boatwright, Director, Facilities Management

That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification Number 2, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, from July 1, 2020 to June 30, 2030.

[Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be $433,100.01]

15. Recommendation Concerning the Contract Award for the Ashcraft Road Dirt Road Paving Project - Joy Jones, P.E., Engineering Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 19-20.055, Ashcraft Road Dirt Road Paving, in the amount of $848,214.28.

Vendor/Contractor	Funding	Amount	Contract Number
Roads, Inc. of NWF	Fund 353, Cost Center 210106; Object Code 56301, Project Number 18EN0275	$848,214.28	PD 19-20.055

This project is located in Commission District 5.

16. Recommendation Concerning the Contract Award for Tax Collector "W" Street Modifications - Cassie Boatwright, Director, Facilities Management, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Hernandez Calhoun Design International, P.A., per the terms and conditions of PD 19-20.043, Tax Collector "W" Street Modifications in the amount of $290,660 (basic and additional services $281,260 plus allowances $9,400)

Vendor/Contractor	Funding	Amount	Contract Number
Hernandez Calhoun Design International, P.A.	Fund 353 LOST IV, Cost Center 110267, Object Code 56201, Project # 19PF0889	$290,660	PD 19-20.043

Hernandez Calhoun Design International, P.A., is a certified Local Woman Owned Small Business.

The current facility, which has been in use for over 20 years, no longer meets the service needs of the citizens and motorists of Escambia County. Since the building was first leased, the tax collector duties have increased to include these additional transactions: driver's license issuance, written exams, driving exams, fingerprinting of CDL and DHSMV new hires, and issuance of Florida concealed weapon permits and Florida birth certificates. On typical days, the drive-through staff will process several hundred property and tangible tax payments, registration renewals, parking placards, etc. The current operation at 6451 North "W" Street is split into two lobbies, making it extremely difficult for staff to locate and serve customers. The two public restrooms are single stall and inadequate for the 500 – 1,000 lobby customers per day. The staff restrooms, breakroom, and training rooms were designed for a much smaller workforce are now inadequate.

Drive-through traffic circles the building, backs up into the front parking area, and hinders traffic-flow, often backing traffic into North "W" Street. In addition, the drive-through makes it nearly impossible for driving test applicants to navigate through the required maneuvers before the roadway portion of the exam. There is insufficient customer parking.

The overall goals are to reduce operational costs and provide quality service to the community while providing both citizens and employees with a safe, comfortable environment. Design and build out will provide an opportunity to maximize space to accommodate the tax collector’s needs for the foreseeable future. The Board approved the purchase of this property and building located at 6400 North "W" Street on November 18, 2019.

Requests for Letters of Interest, PD 19-20.043, Tax Collector "W" Street Modifications, were publicly noticed on March 25, 2020, to 198 known firms.

Responses were received from four firms on April 14, 2020. The Selection/Negotiation Committee short-listed to the following firms on April 22, 2020:

- Goodwyn, Mills and Cawood, Inc.;
- Hernandez Calhoun Design International, P.A.;
- Sam Marshall Architects; and
- TOWNES + architects, P.A.

The Selection/Negotiation Committee ranked in the following order on April 29, 2020:

1. Hernandez Calhoun Design International, P.A.
2. Goodwyn, Mills and Cawood, Inc.
3. Sam Marshall Architects
4. TOWNES + architects, P.A.

Hernandez Calhoun Design International, P.A.., provided their initial fee proposal on May 20, 2020. The first negotiation meeting was held on May 22, 2020. The second negotiation meeting was held on May 29, 2020. Final and Best Offers were established on May 29, 2020, establishing the fee of $290,660.

17. Recommendation Concerning the Award of a Purchase Order for One (1) New 2021 Western Star 4900FA Tractor, or Approved Equivalent, for Waste Services Department - Patrick Johnson, Waste Services Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for One (1) New 2021 Western Star 4900FA Tractor, Detroit DD15 14.8L Allison 4500 RDS Transmission with PTO, or Approved Equivalent, to Empire Truck Sales, in the amount of $141,309; and

B. Authorize the use of the Sourcewell (NJPA) Cooperative Purchasing Agreement Contract Number 081716-NAF, as bid by Empire Truck Sales.

Vendor	Funding	Amount	Contract Number
Empire Truck Sales	Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station Object Code 56401, Machinery & Equipment	$141,309	081716-NAF

18. Recommendation Concerning the Contract Award for the Hollice T. Williams Stormwater Park - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and HDR Engineering, Inc., per the terms and conditions of PD 19-20.013, Hollice T. Williams Stormwater Park, in the amount of $1,423,457.37.

Vendor/Contractor	Funding	Amount	Contract Number
HDR Engineering, Inc.	Fund Name Gulf Coast Restoration- Fund # 118 Cost Center: 222021 Object Code: 53101 Project #: RDC80054	$1,423,457.37	PD 19-20.013

19. Recommendation Concerning Contract PD 14-15.030, Bob Sikes Bridge Toll System Time and Materials Maintenance Contract - Joy Jones, P.E., Engineering Department Director

That the Board approve the annual allocation for Contract Agreement PD 14-15.030, for the Bob Sikes Bridge Toll System Time and Materials Maintenance Contract, through September 30, 2021, to Transcore, LP, as indicated below:

Time Period	**Year**	**Months**	**Monthly Cost**	**Total Cost**	**10% Time/Materials**	**Grand Total**
ending 07/07/2021	5	12	$15,826.83	$189,921.94	$18,992.19	$208,914.13
ending 09/30/2021	6	3	$16,380.77	$49,142.31	$4,914.23	$54,056.54
Total				$239,064.25	$23,906.42	$262,970.67

Vendor	**Funding**	**Amount**	**Contract Number**
Transcore, LP Vendor #420423	Fund 167, Bob Sikes Toll Facility Cost Center 140301, Object Code 54601	$262,970.67	PD 14-15.030, Bob Sikes Toll System

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing on Thursday, July 2, 2020, at 5:37 p.m., to Consider an Ordinance Creating Chapter 90, Article 10, Providing for the Creation of a Countywide Independent Special District and a Governing Board to be known as the Escambia Children's Trust.

   That the Board authorize the scheduling of a Public Hearing on Thursday, July 2, 2020, at 5:37 p.m. to consider an Ordinance creating Chapter 90, Article 10, providing for the creation of a countywide independent special district and a governing board to be known as the Escambia Children's Trust in the Escambia County Code of Ordinances.

2. Recommendation to Initiate a Lawsuit Against CEJ South, Inc. d/b/a Family-Funeral and Cremation for Default in Payment of User Fees for Cremation Authorizations by Medical Examiner.

   That the Board authorize the County Attorney's Office to bring a lawsuit against CEJ South, Inc. d/b/a Family-Funeral and Cremation to collect all unpaid user fees for cremation authorizations by the Medical Examiner since October 1, 2018.

3. Recommendation Concerning Escambia County State of Local Emergency.

   That the Board take the following actions:

   A. Ratification of Escambia County State of Local Emergency Resolution R2020-72; and

   B. Extension of Escambia County State of Local Emergency.

II. For Information

1. Recommendation Concerning County Attorney Alison Rogers Election as President for the Florida Association of County Attorneys.

   That the Board accept for information the election of County Attorney Alison Rogers as President for the Florida Association of County Attorneys (FACA) for a term beginning June 11, 2020 and ending June 2021.

10. Items added to the agenda.

11. Announcements.

12. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18053 **Public Hearings 7.**
BCC Regular Meeting
Meeting Date: 06/18/2020
Issue: 9:01 a.m. Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) 5307 CARES Act
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

9:01 a.m. Public Hearing for consideration of the Fiscal Year 2020 Proposed Grant Application for CARES Act Funding of Mass Transit

Recommendation: That the Board take the following action concerning the Fiscal Year 2020 Grant Application for Federal Transit Administration (FTA), Section 5307 CARES Act Funds, for operating and capital expenses:

A. Conduct a Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department for $10,137,924, for CARES Act Operating and Capital assistance;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and

D. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

BACKGROUND:

FTA guidelines required that all Applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

The FTA published special apportionments under the CARES Act and have apportioned $10,137,924 to Escambia County to aid in the recovery from the COVID-19 Pandemic. Mass Transit staff recommend that the Escambia County Board of County Commissioners apply for these apportionments by approving this Application for the Below Program of Projects.

BUDGET CATEGORY	**DEFINITION / REASONING**	**PROJECT COST**
Preventive Maintenance	Preventive Maintenance is defined as all maintenance costs related to vehicles and non-vehicles in relation to fixed route service. All activities, supplies, materials, labor, services and the associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner.	$1,380,227
ADA Paratransit Service	Under FTA 5307, the Grant recipient must use up to 10 or 20 percent of their appointment of funds for paratransit service in accordance with the Americans with Disabilities Act.	$1,681,302
Operating Assistance	Operating Costs associated with Fixed Route service	$6,975,016
Safety	The FTA requires that grantees spend at least 1% of grant funds on Safety and Security measures	$101,379
TOTAL		**$10,137,924**

BUDGETARY IMPACT:

The Grant Application is for a total of $10,137,924. All funds allocated under the CARES Act cover eligible expenses at 100%.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney has reviewed as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Competitive Grant Application Policy, Section II; A.6

IMPLEMENTATION/COORDINATION:

Mass Transit staff will electronically file all required documentation; and will coordinate with FTA for all necessary funding activities.

Attachments

Draft Application

Resolution

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	1092-2020-4
Temporary Application Number	1092-2020-4
Application Name	5307 CARES ACT FOR OPERATING AND CAPITAL ASSISTANCE
Application Status	Transmitted / Ready for FTA Review
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	9/30/2023
Current Period of Performance End Date	N/A Revision #: N/A

DRAFT

Part 1: Recipient Information

Name: Escambia, County Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1092	County Agency	ESCAMBIA CO BD OF COMMISSIONERS	075079673

Location Type	Address	City	State	Zip
Headquarters	221 PALAFOX PL STE 200	PENSACOLA	FL	325025835
Physical Address	221 PALAFOX PL STE 200	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 130	PENSACOLA	FL	32502

Union Information

Union Name	**Amalgamated Transit Union, Local 1395**
Address 1	4302 Yarmouth Place
Address 2	
City	Pensacola
State	FL

Zipcode	32514
Contact Name	Mike Lowery
Telephone	(850) 554-6034
Fax	
E-mail	mloweryatu1395@gmail.com
Website	

Part 2: Application Information

Title: 5307 CARES ACT FOR OPERATING AND CAPITAL ASSISTANCE

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1092-2020-4	Transmitted / Ready for FTA Review	Grant	5/22/2020	5/22/2020	No

Application Executive Summary
The total request for CARES ACT 5307 FTA funds is $10,137,924. Grant activities are anticipated to begin on February 1, 2020 and conclude on September 30, 2021.

Paratransit service must be within 3/4 miles radius from the fixed route service.

1% of funding will be expended on security related projects. please refer to ALI 57.10.02 in Project P1

The grantee will follow all 3rd party procurement policies as defined in C4220.1F (Third party contracting guidance) and will ensure contractors procured are not on the FTA Suspension and Debarment list.

This application contains 2 Projects P1 - Capital and Operating, P2 - ADA, the activities associated with each project are included with more detail in the relevant project description

DRAFT

Frequency of Milestone Progress Reports (MPR)
No Selection Made

Frequency of Federal Financial Reports (FFR)
No Selection Made

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No Selection Made

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Colette	Wiedeman	Grant Manager	cjwiedeman@co.escambia.fl.us	850-595-3224

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - COVID-19 ER Response Urbanized Area Formula Grants	5307-7	20507	$8,757,697
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$1,380,227
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$10,137,924**

DRAFT

Application Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2020-4-P1	117-00 (117-)	OTHER CAPITAL ITEMS (BUS)	$1,380,227.00	$0.00	$1,380,227.00	1
1092-2020-4-P1	11.7A.00	PREVENTIVE MAINTENANCE	$1,380,227.00	$0.00	$1,380,227.00	1
1092-2020-4-P1	300-00 (300-)	OPERATING ASSISTANCE	$6,975,016.00	$0.00	$6,975,016.00	1
1092-2020-4-P1	30.09.08	EMER RELIEF - OPERATING	$6,975,016.00	$0.00	$6,975,016.00	1

			ASSIST - 100% Fed Share				
1092-2020-4-P1	571-00 (571-)	SAFETY		$101,379.00	$0.00	$101,379.00	1
1092-2020-4-P1		57.10.02	ADMINISTRATIVE EXPENSES	$101,379.00	$0.00	$101,379.00	1
1092-2020-4-P2	117-00 (117-)	OTHER CAPITAL ITEMS (BUS)		$1,681,302.00	$0.00	$1,681,302.00	1
1092-2020-4-P2		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$1,681,302.00	$0.00	$1,681,302.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

DRAFT

Part 3: Project Information

Project Title: Capital and Operating Assistance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2020-4-P1	1092-2020-4-P1	5/22/2020	2/1/2020	9/30/2021

Project Description
Escambia County requests funds from the CARES ACT Section 5307 funds in the amount of $6,975,016 in Operating Assistance, $101,379 in Safety and Security and $1,380,227 in Preventive Maintenance.

Project Benefits
Benefits of this project funding will allow for Escambia County to continue providing Mass Transit despite the losses of Revenue resulting from the COVID-19 Pandemic and the associated increased costs, and losses in Revenue.

Additional Information
None provided.

Location Description
Escambia County is the Direct Recipient for 5307 funds in the Pensacola, FL/AL UZA

Security
Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Matt Gaetz

Program Plan Information

STIP/TIP
Date: N/A
Description: N/A

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

DRAFT

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - COVID-19 ER Response Urbanized Area Formula Grants	5307-7	20507	$7,076,395
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$1,380,227
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$8,456,622**

Project Budget

Project Number	Budget Item			FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2020-4-P1	117-00 (117-)	OTHER CAPITAL ITEMS (BUS)		$1,380,227.00	$0.00	$1,380,227.00	1
1092-2020-4-P1		11.7A.00	PREVENTIVE MAINTENANCE	$1,380,227.00	$0.00	$1,380,227.00	1
1092-2020-4-P1	300-00 (300-)	OPERATING ASSISTANCE		$6,975,016.00	$0.00	$6,975,016.00	1
1092-2020-4-P1		30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	$6,975,016.00	$0.00	$6,975,016.00	1
1092-2020-4-P1	571-00 (571-)	SAFETY		$101,379.00	$0.00	$101,379.00	1
1092-2020-4-P1		57.10.02	ADMINISTRATIVE EXPENSES	$101,379.00	$0.00	$101,379.00	1

DRAFT

Project Budget Activity Line Items

Budget Activity Line Item: 57.10.02 - ADMINISTRATIVE EXPENSES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
SAFETY (571-00)	57.10.02	ADMINISTRATIVE EXPENSES	SAFETY	1

Extended Budget Description
Escambia County would like to use these funds for administrative costs in the safety and training department.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - COVID-19 ER Response Urbanized Area Formula Grants	5307-7	20507	$101,379
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$101,379**

Milestone Name	Est. Completion Date	Description
Start Date	2/1/2020	
End Date	9/30/2021	

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description
Escambia County is requesting these funds for preventive maintenance costs associated with maintaining the fixed route fleet.

Escambia County does not anticipate the purchase of items over $5,000 in value at this time. Any items with value over $5,000 identified during the execution of the activities under this ALI will be included via budget revision (Actual value and useful life)

The period of performance will be 02/01/2020 - 09/30/2021

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

DRAFT

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$1,380,227
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$1,380,227**

Milestone Name	Est. Completion Date	Description
Start Date	2/1/2020	
End Date	9/30/2021	

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	1

Extended Budget Description
Escambia County would like to use these funds for Operating Expenses for the Period February 1, 2020 - September 30, 2021

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - COVID-19 ER Response Urbanized Area Formula Grants	5307-7	20507	$6,975,016
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$6,975,016**

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Milestone Name	Est. Completion Date	Description
Start Date	2/1/2020	
End Date	9/30/2021	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and

people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	1	$6,975,016.00	$6,975,016.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

DRAFT

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	1	$1,380,227.00	$1,380,227.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
SAFETY (571-00)	57.10.02	ADMINISTRATIVE EXPENSES	1	$101,379.00	$101,379.00

Project Title: ADA Paratransit

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2020-4-P2	1092-2020-4-P2	5/22/2020	2/1/2020	9/30/2021

Project Description
These funds will be used for ADA Paratransit services for the period February 1, 2020 - October 30, 2020.

Project Benefits
ADA Paratransit Public Transportation for the Citizens of Pensacola FL

Additional Information
ADA Demand response is provided by a 3rd party contract awarded through a competitive bid in September 2017, therefore the minimum 3 milestone requirement is not relevant in this application year. The contract was awarded for a term of 3 years, with 2 one year options of extension.

DRAFT

Location Description
ADA Paratransit Public Transportation for the Citizens of Pensacola FL UZA

Security
Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Matt Gaetz

Program Plan Information

STIP/TIP

Date: N/A
Description: N/A

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - COVID-19 ER Response Urbanized Area Formula Grants	5307-7	20507	$1,681,302
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$1,681,302**

DRAFT

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2020-4-P2	117-00 (117-)	OTHER CAPITAL ITEMS (BUS)	$1,681,302.00	$0.00	$1,681,302.00	1
1092-2020-4-P2	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$1,681,302.00	$0.00	$1,681,302.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description
10% of the allocated funds will be used for ADA Paratransit services for the Period February 1, 2020 - September 30, 2021

ADA is provided by a 3rd party contract awarded through a competitive bid in September 2019, therefore - the minimum 3 milestone requirement is not relevant in this application year. The contract was awarded for a term of 3 years.

Paratransit service must be within 3/4 miles radius from the fixed route service

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - COVID-19 ER Response Urbanized Area Formula Grants	5307-7	20507	$1,681,302
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$1,681,302**

DRAFT

Milestone Name	Est. Completion Date	Description
Start Date	2/1/2020	
End Date	9/30/2021	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or

program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	$1,681,302.00	$1,681,302.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

DRAFT

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM “FTA AWARD” OR “AWARD” IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, “AWARD” ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL

ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Escambia, County Of

Recipient ID: 1092

DUNS No: 075079673

Application Information

Federal Award Identification Number: 1092-2020-4

Application Name: 5307 CARES ACT FOR OPERATING AND CAPITAL ASSISTANCE

Application Start Date: N/A

Original Award End Date: 9/30/2023

Current Award End Date: N/A

DRAFT

Application Executive Summary: The total request for CARES ACT 5307 FTA funds is $10,137,924. Grant activities are anticipated to begin on February 1, 2020 and conclude on September 30, 2021.

Paratransit service must be within 3/4 miles radius from the fixed route service.

1% of funding will be expended on security related projects. please refer to ALI 57.10.02 in Project P1

The grantee will follow all 3rd party procurement policies as defined in C4220.1F (Third party contracting guidance) and will ensure contractors procured are not on the FTA Suspension and Debarment list.

This application contains 2 Projects P1 - Capital and Operating, P2 - ADA, the activities associated with each project are included with more detail in the relevant project description

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: $10,137,924.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $10,137,924.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $10,137,924.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - COVID-19 ER Response Urbanized Area Formula Grants	5307-7	20507	$8,757,697
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$1,380,227
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$10,137,924**

DRAFT

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

DRAFT

Executed By:

Escambia, County Of

RESOLUTION NUMBER R2020-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 49 U.S.C. §5307 and the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the Secretary of Transportation of the U.S. Department of Transportation ("USDOT") is authorized to disburse supplemental public transportation apportionments and allocations to its urbanized area grant recipients to support capital and operating expenses incurred as of January 20, 2020, to maintain transit services and prevent, prepare for, and respond to the COVID-19 pandemic; and

WHEREAS, the recipient of federal financial assistance from the USDOT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination; and

WHEREAS, the recipient of such assistance shall also make a good faith effort to utilize minority business enterprises to the fullest extent possible in connection with grant funded projects and definite procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultants and other services.

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

Section 1. The above stated recitals are true and correct and incorporated herein by reference.

Section 2. The Chairman of the Escambia County Board of County Commissioners is authorized to execute and file a grant application on behalf of Escambia County with the USDOT supplemental public transportation apportionments and allocations pursuant to 49 U.S.C. §5307 and the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

Section 3. The County Administrator is authorized to execute and file with the grant application an assurance or any other document required by the USDOT effectuating the purpose of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination.

Section 4. The Mass Transit Director is authorized to file the grant application and any other documents required by the USDOT on behalf of Escambia County utilizing the Federal Transportation Award Management System (TrAMS).

Section 5. The County Administrator is authorized to furnish such additional information as the USDOT may require in connection with the grant application on behalf of Escambia County.

Section 6. The County Administrator is authorized to set forth and execute affirmative minority business enterprise policies on behalf of Escambia County.

Section 7. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-11-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18021 **Public Hearings 8.**
BCC Regular Meeting
Meeting Date: 06/18/2020
Issue: 9:02 a.m. Public Hearing to Adopt the Ashland Heights Phase Two Street Lighting MSBU Ordinance
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

9:02 a.m. Public Hearing for consideration of adopting an Ordinance creating the Ashland Heights Phase Two Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Ashland Heights Phase Two Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

BACKGROUND:

The owners of the Ashland Heights Phase Two property, Ashland Avenue LLC and D.R. Horton, Inc., have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects:

The Ashland Heights Phase Two lighting district plan proposal:
*39 assessable lots located in Commission District 3.
*10 lights in initial plan.
*Assessment for Year 1: $129.22 (Includes reserves and 16 months of service).
*Assessment for Year 2 and Beyond: $90.15 (12 months of service).

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances, per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ashland Heights Phase Two Ordinance

ORDINANCE 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 74, SECTIONS 70-500.418 - 70-500.425 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE ASHLAND HEIGHTS PHASE TWO STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Ashland Heights Phase Two Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2019-115**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in Ashland Heights Phase Two have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 39 properties in this proposed district, and the property owners within Ashland Heights Phase Two submitted letters to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

WHEREAS, this total satisfies the 55% minimum requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in Ashland Heights Phase Two

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2: Part I, Chapter 70, Article III, Division 74, Sections 70-500.418 through 70-500.425 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 74. – ASHLAND HEIGHTS PHASE TWO

Sec. 70-500.418. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.419. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Ashland Heights Phase Two Street Lighting Municipal Service Benefit Unit Ordinance*."

Sec. 70-500.420. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Ashland Heights Phase Two Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Ashland Heights Phase Two Street Lighting Municipal Service Benefit Unit described hereafter.

The Ashland Heights Phase Two Street Lighting District shall include a portion of:

A replat of a portion of Lots 4, 13 & 14, Block "B", Section 12, National Land Sales Company, recorded in Deed Book 67, Page 345; and being a portion of Section 12, Township 1 South, Range 31 West, Escambia County, Florida classified by the Property Appraiser's records in Plat Book 19, pages 96 and 96A, excluding Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones, and as further described in Exhibit A attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements* shall mean all street lighting projects and equipment presently located or to be located within or added to the District in the future, including, but not limited to, poles, wires, conduits, lighting, and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel with a unique property identification number by the Property Appraiser.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-500.421. - DISTRICT CREATED. There is hereby created within Escambia County the *Ashland Heights Phase Two Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.422. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Sec. 70-500.423. - LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited by the provision of street lighting improvements which will increase the market value of each Lot in the District and enhance safety within the District.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. The extent to which Commercial Lots benefit from

improved street lighting will vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.424. - SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year, the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERUs) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERUs by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632(2), Florida Statutes, as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-500.425. - APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

B. The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

C. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

D. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the Lot owner the Board of county Commissioners finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

E. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word

"Ordinance" may be changed to section, article, or other appropriate word or phrase, and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. **EFFECTIVE DATE**. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

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

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-01-2020

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

LOT 4 AND A PORTION OF LOTS 13 AND 14, BLOCK 8 OF THE NATIONAL LAND SALES COMPANY PLAT OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, AS RECORDED IN DEED BOOK 67 AT PAGE 345 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 9, BLOCK 1 OF THE NATIONAL LAND SALES COMPANY PLAT OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, AS RECORDED IN DEED BOOK 67 AT PAGE 345 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND THE EAST LINE OF SAID SECTION 12; THENCE PROCEED NORTH 87°27'04" WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 9 FOR A DISTANCE OF 24.92 FEET TO THE MONUMENTED WESTERLY RIGHT-OF-WAY (R/W) LINE OF ASHLAND AVENUE (50' R/W); THENCE PROCEED SOUTH 03°10'12" WEST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 1076.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE PROCEED SOUTH 03°10'12" WEST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 136.97 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 87°36'36"; THENCE DEPARTING SAID R/W LINE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 38.23 FEET (CHORD = 34.61 FEET, CHORD BEARING = NORTH 43°32'15" WEST) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED NORTH 87°18'24" WEST FOR A DISTANCE OF 89.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 500.00 FEET AND A DELTA ANGLE OF 10°14'48"; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 89.42 FEET (CHORD = 89.30 FEET, CHORD BEARING = NORTH 82°10'59" WEST) TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 500.00 FEET AND A DELTA ANGLE OF 8°15'06"; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 72.01 FEET (CHORD = 71.95 FEET, CHORD BEARING = NORTH 83°18'08" WEST) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED NORTH 87°18'25" WEST FOR A DISTANCE OF 4.56 FEET; THENCE PROCEED SOUTH 02°41'35" WEST FOR A DISTANCE OF 144.33 FEET TO THE MONUMENTED NORTH LINE OF WALKER SUBDIVISION AS RECORDED IN PLAT BOOK 19 AT PAGE 22 OF PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 87°15'50" WEST ALONG THE SAID NORTHERLY LINE OF WALKER SUBDIVISION FOR A DISTANCE 1005.82 FEET TO THE NORTHWEST CORNER OF SAID WALKER SUBDIVISION, SAID POINT ALSO BEING ON THE EASTERLY R/W LINE OF STEFANI ROAD (25' R/W); THENCE PROCEED NORTH 03°02'01" EAST ALONG SAID EASTERLY R/W LINE OF STEFANI ROAD FOR A DISTANCE OF 329.46 FEET TO THE NORTHERLY LINE OF THE AFORESAID LOT 4, BLOCK 8; THENCE PROCEED SOUTH 87°18'15" EAST ALONG THE NORTHERLY LINES OF SAID LOTS 4 AND 13, BLOCK 8 FOR A DISTANCE OF 1176.91 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF LOT 13 PROCEED SOUTH 02°41'36" WEST FOR A DISTANCE OF 85.70 FEET; THENCE PROCEED SOUTH 87°15'20" EAST FOR A DISTANCE OF 107.37 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 8.65 ACRES, MORE OR LESS.

AND ALSO

COMMENCING AT A RAILROAD SPIKE AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 9, BLOCK 1, SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT BY NATIONAL LAND SALES COMPANY, AND THE EAST LINE OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE PROCEED NORTH 87°27'04" WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 9 FOR A DISTANCE OF 24.92 FEET TO THE MONUMENTED WESTERLY R/W LINE OF ASHLAND AVENUE (50' R/W); THENCE DEPARTING SAID SOUTH LINE OF LOT 9, PROCEED SOUTH 03°10'12" WEST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 661.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE PROCEED SOUTH 03°10'12" WEST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 165.00 FEET; THENCE DEPARTING SAID WESTERLY R/W LINE PROCEED NORTH 87°15'28" WEST FOR A DISTANCE OF 528.01 FEET; THENCE PROCEED NORTH 03°10'12" EAST FOR A DISTANCE OF 165.00 FEET TO A POINT ON THE MONUMENTED NORTH LINE OF THE AFORESAID LOT 14, BLOCK 8; THENCE PROCEED SOUTH 87°15'28" EAST ALONG THE NORTH LINE OF SAID LOT 14, BLOCK 8 FOR A DISTANCE OF 528.01 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 2.00 ACRES, MORE OR LESS.

MSBU District Parcel Numbers		
121S313104023001	121S313104038001	121S313104031002
121S313104024001	121S313104039001	121S313104032002
121S313104025001	121S313104040001	121S313104033002
121S313104026001	121S313104041001	121S313104034002
121S313104027001	121S313104042001	121S313104035002
121S313104028001	121S313104021002	121S313104036002
121S313104029001	121S313104022002	121S313104037002
121S313104030001	121S313104023002	121S313104038002
121S313104031001	121S313104024002	121S313104039002
121S313104032001	121S313104025002	
121S313104033001	121S313104026002	
121S313104034001	121S313104027002	
121S313104035001	121S313104028002	
121S313104036001	121S313104029002	
121S313104037001	121S313104030002	

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-18024 **Clerk & Comptroller's Report 9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 06/18/2020
Issue: TDT Collection Data for the April 2020 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 2020 Returns Received in May 2020

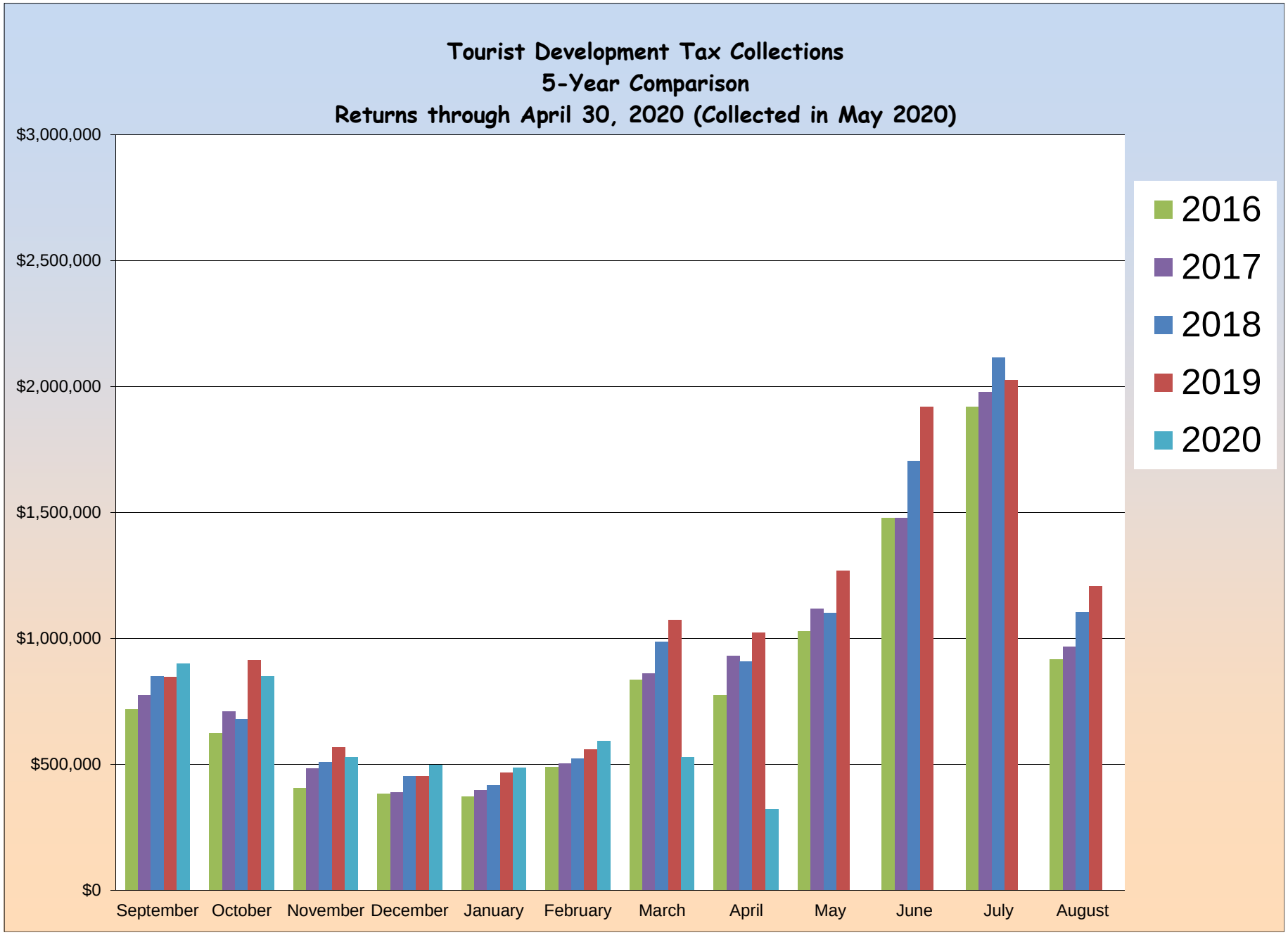
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2020 returns received in May 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the eighth month of collections for the fiscal year 2020. Total collected for the month of April 2020 Returns was $321,968.36. This is a 68.58% decrease from April 2019 Returns. Total collections year to date are 20.28% less than the comparable time frame in Fiscal Year 2019.

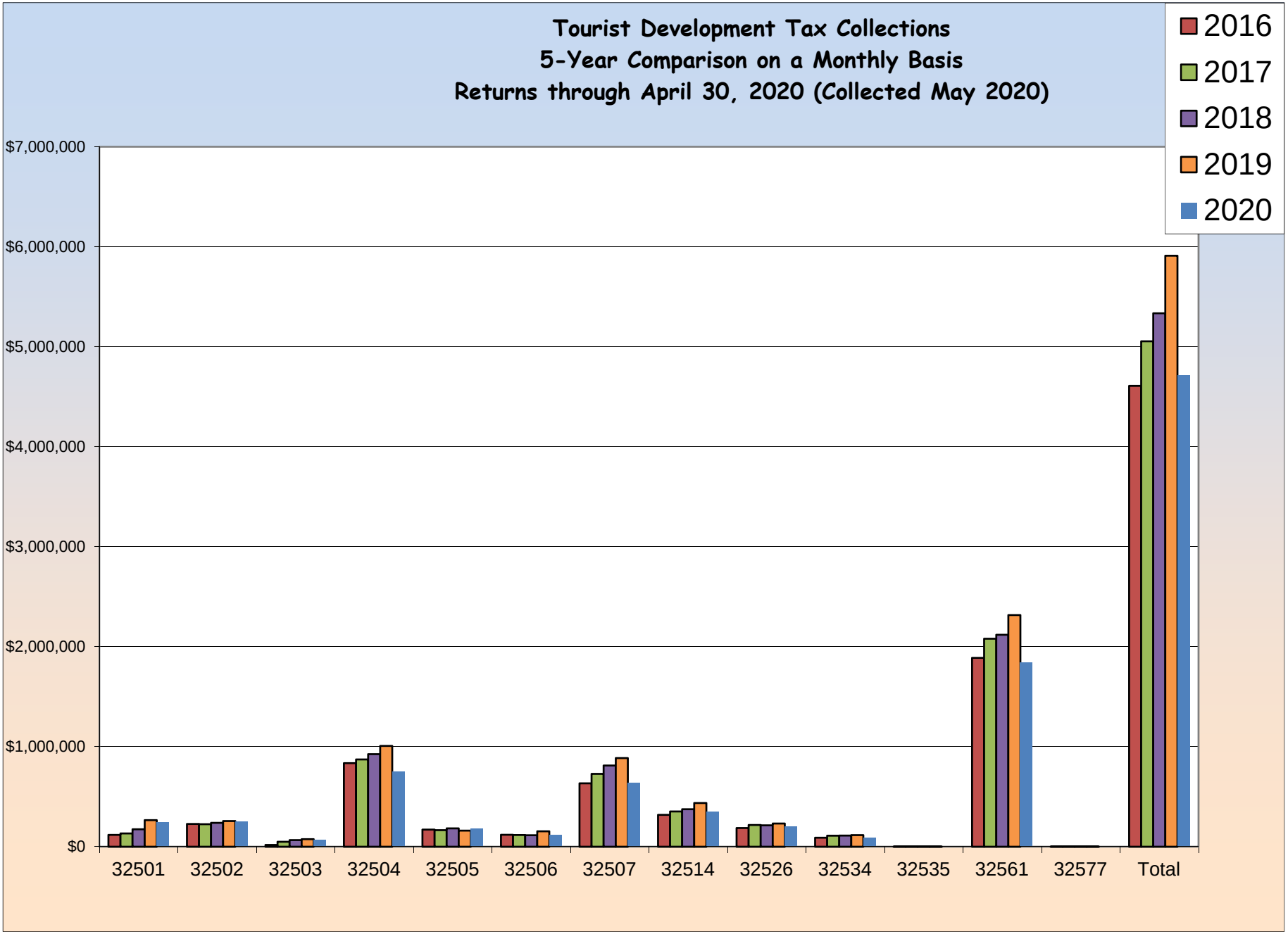
Attachments

April 2020 TDT Returns Collected May 2020

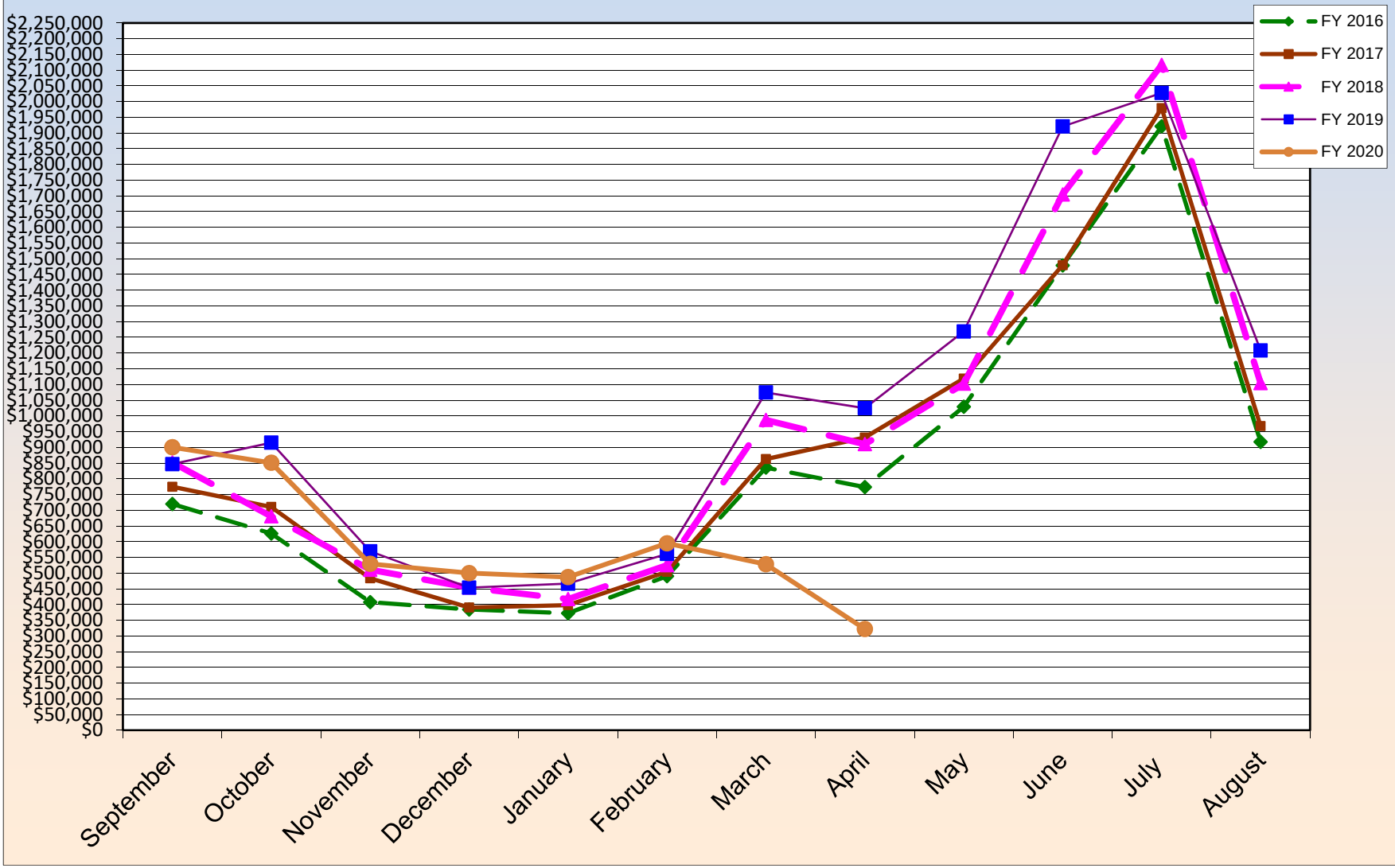
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF MAY 2020

Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	240,560	265,711	(25,151)	-9%
32502	249,715	256,516	(6,801)	-3%
32503	64,336	75,049	(10,713)	-14%
32504	747,292	1,008,131	(260,839)	-26%
32505	179,719	161,222	18,497	11%
32506	113,399	154,435	(41,036)	-27%
32507	637,548	886,799	(249,251)	-28%
32514	348,693	436,437	(87,744)	-20%
32526	199,971	231,786	(31,815)	-14%
32534	87,458	115,770	(28,312)	-24%
32535	1,592	1,375	217	16%
32561	1,841,541	2,317,032	(475,491)	-21%
32562	-	-	-	0%
32577	$ 274	215	59	27%
Total	**$ 4,712,098**	**$ 5,910,478**	**$ (1,198,380)**	-20%


Tourist Development Tax Collections
5-Year Comparison
Returns through April 30, 2020 (Collected in May 2020)
$3,000,000
$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
2016
2017
2018
2019
2020


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through April 30, 2020 (Collected May 2020)
2016
2017
2018
2019
2020
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577
Total

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2016 - FY 2020
Returns through April 30,2020 (Collected in May 2020)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2020
AS OF May 2020

	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 outh of I-10 includi Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/19	$ 38,864	4%	$ 43,390	5%	$ 10,319	1%	$ 115,910	13%	$ 18,785	2%
11/19	$ 38,278	4%	$ 41,085	5%	$ 9,174	1%	$ 115,176	14%	$ 41,340	5%
12/19	$ 28,981	5%	$ 32,775	6%	$ 8,157	2%	$ 95,180	18%	$ 15,598	3%
01/20	$ 27,940	6%	$ 28,419	6%	$ 7,593	2%	$ 82,570	17%	$ 16,314	3%
02/20	$ 26,779	5%	$ 30,489	6%	$ 6,869	1%	$ 87,718	18%	$ 20,850	4%
03/20	$ 36,041	6%	$ 39,954	7%	$ 9,141	2%	$ 109,748	18%	$ 22,854	4%
04/20	$ 30,423	6%	$ 29,590	6%	$ 8,737	2%	$ 92,334	17%	$ 20,692	4%
05/20	$ 13,254	4%	$ 4,013	1%	$ 4,346	1%	$ 48,656	15%	$ 23,286	7%
Total	**$ 240,560**	**5%**	**$ 249,715**	**5%**	**$ 64,336**	1%	**$ 747,292**	**16%**	**$ 179,719**	**4%**

	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
10/19	$ 15,041	2%	$ 140,739	16%	$ 53,089	6%	$ 27,938	3%	$ 15,692	2%
11/19	$ 15,812	2%	$ 130,228	15%	$ 50,990	6%	$ 25,889	3%	$ 12,521	1%
12/19	$ 12,799	2%	$ 57,418	11%	$ 45,649	9%	$ 23,753	4%	$ 9,957	2%
01/20	$ 11,218	2%	$ 51,924	10%	$ 41,781	8%	$ 35,639	7%	$ 10,800	2%
02/20	$ 21,968	5%	$ 71,109	15%	$ 39,347	8%	$ 23,983	5%	$ 8,689	2%
03/20	$ 15,740	3%	$ 73,054	12%	$ 35,890	6%	$ 16,481	3%	$ 10,840	2%
04/20	$ 12,731	2%	$ 91,009	17%	$ 55,590	11%	$ 17,320	3%	$ 11,881	2%
05/20	$ 8,090	3%	$ 22,067	7%	$ 26,355	8%	$ 28,968	9%	$ 7,077	2%
Total	**$ 113,399**	2%	**$ 637,548**	14%	**$ 348,693**	7%	**$ 199,971**	4%	**$ 87,458**	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
10/19	$ 174	0%	$ 420,258	47%	$ -	0%	$ -	0%	$ 900,200	100%
11/19	$ 265	0%	$ 370,064	43%	$ -	0%	$ 67	0%	$ 850,890	100%
12/19	$ 188	0%	$ 198,784	38%	$ -	0%	$ 18	0%	$ 529,257	100%
01/20	$ 211	0%	$ 185,432	37%	$ -	0%	$ -	0%	$ 499,840	100%
02/20	$ 146	0%	$ 149,314	31%	$ -	0%	$ -	0%	$ 487,261	100%
03/20	$ 193	0%	$ 224,712	38%	$ -	0%	$ -	0%	$ 594,650	100%
04/20	$ 234	0%	$ 157,401	30%	$ -	0%	$ 89	0%	$ 528,032	100%
05/20	$ 181	0%	$ 135,576	42%	$ -	0%	$ 100	0%	$ 321,968	100%
Total	**$ 1,592**	0%	**$ 1,841,541**	39%	**$ -**	0%	**$ 274**	0%	**$ 4,712,098**	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2019
AS OF May 2019

	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
10/18	**33,060**	4%	**29,038**	3%	**8,340**	1%	**120,568**	14%	**16,401**	2%
11/18	**33,959**	4%	**40,218**	4%	**10,154**	1%	**159,394**	17%	**29,404**	3%
12/18	**27,415**	5%	**26,588**	5%	**8,206**	1%	**116,496**	20%	**15,901**	3%
01/19	**28,240**	6%	**23,782**	5%	**7,469**	2%	**91,184**	20%	**15,205**	3%
02/19	**23,598**	5%	**24,054**	5%	**7,452**	2%	**104,269**	22%	**12,833**	3%
03/19	**29,658**	5%	**27,844**	5%	**8,483**	2%	**108,984**	19%	**13,846**	2%
04/19	**46,045**	4%	**43,442**	4%	**12,291**	1%	**157,318**	15%	**33,638**	3%
05/19	**43,737**	4%	**41,551**	4%	**12,653**	1%	**149,918**	15%	**23,995**	2%
Total	**265,711**	**4%**	**256,516**	**4%**	**75,049**	1%	**1,008,131**	**17%**	**161,222**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of Collection	& Highway 98 Area	% OF Total	Perdido Key South of Sorrento Area	% OF Total	Hwy North of I-10 Area	% OF Total	of Michigan Avenue Area	% OF Total	Pensacola Blvd North Area	% OF Total
10/18	**23,343**	3%	**148,106**	17%	**47,657**	6%	**25,767**	3%	**13,922**	2%
11/18	**27,659**	3%	**145,682**	16%	**64,824**	7%	**37,969**	4%	**18,767**	2%
12/18	**16,253**	3%	**68,914**	12%	**50,181**	9%	**29,878**	5%	**14,944**	3%
01/19	**11,089**	2%	**46,182**	10%	**46,077**	10%	**23,426**	5%	**13,288**	3%
02/19	**16,729**	4%	**66,290**	14%	**41,588**	9%	**20,889**	4%	**10,179**	2%
03/19	**11,373**	2%	**85,945**	15%	**54,012**	10%	**22,508**	4%	**9,693**	2%
04/19	**25,421**	2%	**174,844**	16%	**69,638**	6%	**37,999**	4%	**17,683**	2%
05/19	**22,567**	2%	**150,836**	15%	**62,460**	6%	**33,350**	3%	**17,293**	2%
Total	**154,435**	3%	**886,799**	15%	**436,437**	7%	**231,786**	4%	**115,770**	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
10/18	**209**	0%	**380,137**	45%	**-**	0%	**92**	0%	**846,640**	100%
11/18	**-**	0%	**346,703**	38%	**-**	0%	**40**	0%	**914,773**	100%
12/18	**369**	0%	**193,908**	34%	**-**	0%	**23**	0%	**569,078**	100%
01/19	**-**	0%	**147,642**	33%	**-**	0%	**34**	0%	**453,617**	100%
02/19	**220**	0%	**138,270**	30%	**-**	0%	**-**	0%	**466,370**	100%
03/19	**181**	0%	**188,341**	34%	**-**	0%	**-**	0%	**560,868**	100%
04/19	**176**	0%	**455,965**	42%	**-**	0%	**26**	0%	**1,074,487**	100%
05/19	**219**	0%	**466,067**	45%	**-**	0%	**-**	0%	**1,024,645**	100%
Total	**1,375**	0%	**2,317,032**	39%	**-**	0%	**215**	0%	**5,910,478**	

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 321,850	$ 343,637	$ 398,300	$ 385,209	$ 442,268	$ 539,766	$ 580,905	$ 638,832	$ 634,980	$ 675,150
NOV	OCT	$ 276,214	$ 304,579	$ 325,198	$ 335,284	$ 411,054	$ 469,351	$ 532,757	$ 510,223	$ 686,080	$ 638,167
DEC	NOV	$ 226,459	$ 244,845	$ 254,898	$ 236,608	$ 284,253	$ 305,743	$ 362,364	$ 382,803	$ 426,808	$ 396,943
JAN	DEC	$ 192,546	$ 212,164	$ 207,117	$ 230,300	$ 251,856	$ 288,130	$ 292,783	$ 340,434	$ 340,213	$ 374,880
FEB	JAN	$ 192,262	$ 200,843	$ 205,954	$ 233,879	$ 247,492	$ 279,148	$ 298,406	$ 312,794	$ 349,778	$ 365,446
MAR	FEB	$ 241,571	$ 270,226	$ 283,812	$ 286,019	$ 309,204	$ 367,477	$ 377,962	$ 393,554	$ 420,651	$ 445,987
APR	MAR	$ 397,690	$ 464,002	$ 518,242	$ 510,758	$ 550,693	$ 626,572	$ 646,982	$ 740,117	$ 805,865	$ 396,024
MAY	APR	$ 417,733	$ 447,350	$ 455,554	$ 506,593	$ 557,617	$ 580,106	$ 698,384	$ 682,509	$ 768,484	$ 241,476
	TOTAL	**$ 2,266,325**	**$2,487,645**	**$2,649,075**	**$2,724,651**	**$3,054,436**	**$3,456,294**	**$ 3,790,544**	**$4,001,267**	**$ 4,432,859**	**$ 3,534,073**

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 107,283	$ 114,546	$ 132,767	$ 128,403	$ 147,425	$ 179,922	$ 193,635	$ 212,944	$ 211,660	$ 225,050
NOV	OCT	$ 92,072	$ 101,526	$ 108,399	$ 111,761	$ 137,018	$ 156,450	$ 177,586	$ 170,074	$ 228,693	$ 212,722
DEC	NOV	$ 75,487	$ 81,615	$ 84,966	$ 78,869	$ 94,751	$ 101,914	$ 120,788	$ 127,601	$ 142,269	$ 132,314
JAN	DEC	$ 64,182	$ 70,721	$ 69,039	$ 76,767	$ 83,950	$ 96,043	$ 97,594	$ 113,478	$ 113,404	$ 124,960
FEB	JAN	$ 64,087	$ 66,948	$ 68,651	$ 77,960	$ 82,497	$ 93,049	$ 99,469	$ 104,265	$ 116,593	$ 121,815
MAR	FEB	$ 80,524	$ 90,075	$ 94,604	$ 95,340	$ 103,068	$ 122,492	$ 125,987	$ 131,185	$ 140,217	$ 148,662
APR	MAR	$ 132,563	$ 154,667	$ 172,747	$ 170,253	$ 183,564	$ 208,857	$ 215,661	$ 246,706	$ 268,622	$ 132,008
MAY	APR	$ 139,244	$ 149,117	$ 151,851	$ 168,864	$ 185,872	$ 193,369	$ 232,795	$ 227,503	$ 256,161	$ 80,492
TOTAL		**$ 755,442**	**$ 829,215**	**$ 883,025**	**$ 908,217**	**$ 1,018,145**	**$ 1,152,098**	**$ 1,263,515**	**$ 1,333,756**	**$ 1,477,620**	**$ 1,178,024**

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-18066 **Clerk & Comptroller's Report 9. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 06/18/2020
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 Reports of the Agenda Work Session and the Gary Sansing Public Forum held June 4, 2020; and

B. Approve the Minutes of the Regular BCC Meeting held June 4, 2020.

Attachments

20200604 Agenda Work Session Report
20200604 Gary Sansing Public Forum Report
20200604 Regular BCC Meeting Minutes

REPORT OF THE AGENDA WORK SESSION OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 4, 2020
(9:08 a.m. – 10:52 a.m.)

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
Anthony Bowens, Administrative Assistant, County Administrator's Office
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda 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 4, 2020, Regular Board Meeting, was reviewed as follows:

   A. Chairman Barry and Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda; County Attorney Rogers reviewed the Written Communication Item;

   B. DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, reviewed the Clerk's Report;

   C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;

   D. Shamara Jernigan reviewed the County Administrator's Report; Cyndee Pennington, General Manager of the Pensacola Bay Center, spoke regarding CAR II-26; and Kelly Massey, Regional Director of the Small Business Development Center at UWF, spoke and provided handouts regarding CAR III-2; and

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

2. FOR INFORMATION: The Board held a Commissioners' Forum; John Dosh, Interim Public Safety Director, and Wes Moreno, Public Works Director, provided an update on Tropical Depression Cristobal; and Bruce Woody, ECUA Executive Director, provided information and a handout regarding the responsibilities of ECUA and homeowners in regards to residential water and sewer lines.

REPORT OF THE GARY SANSING PUBLIC FORUM OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 4, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda 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

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Gary Sansing Public Forum to Order at 4:32 p.m.

2. Speakers

   The Board heard comments from the following individuals:

   Terry Strickland
   Larry Downs, Jr.
   Sheryl Rehburg
   Marcus McBride

3. Adjournment

   Chairman Barry declared the Gary Sansing Public Forum adjourned at 4:49 p.m.

MINUTES OF THE REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 4, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda 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

REGULAR BCC AGENDA

1. Call to Order

   Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 5:32 p.m.

2. Invocation

   The Board observed a moment of silence.

3. Pledge of Allegiance to the Flag

   Commissioner Bergosh 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: Move the agenda, as amended
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

5. Commissioners' Forum:

   A. District 3 – Commissioner May provided comments;

   B. District 1 – Commissioner Bergosh provided comments;

   C. District 4 – Commissioner Bender provided comments;

   D. District 5 – Commissioner Barry provided comments; and

   E. County Administrator Gilley also provided comments.

6. Recommendation: That the Board take the following action:

   A. Adopt the Proclamation commending and congratulating Donald Knight, a Custodial Manager in the Facilities Management Department, on his selection as the "Employee of the Month" for June 2020;

   B. Adopt the Proclamation hereby naming our newest artificial reef the "Charles Fennell Gonzalez, IV, Casino Beach Reef"; and

   C. Ratify the Proclamation dated May 21, 2020, honoring the legacy of Mr. Peter "Pete" Moore and his family for making Pensacola Beach a safer place for our visitors.

Motion: Move Proclamations A, B, and C
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Donald Knight and Tom Gonzalez

REGULAR BCC AGENDA – Continued

7. Written Communication - April 2, 2020, communication from Kerry Anne Schultz, Esquire, requesting lien relief for property located at 2602 Gulf Beach Highway.

   Recommendation: That the Board review and consider the lien relief request made by Kerry Anne Schultz, Esquire, for the previous owners, Allen Nocon and Maria Elen P. Gajo, against 2602 Gulf Beach Highway.

   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" Policy, Section III, H2.

Motion: Move that we waive the fines and set the court costs at $1,650
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously
Speaker(s): Kerry Anne Schultz

8. 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, as follows:

   A. The following five Public Hearings on the agenda:

      (1) The 5:32 p.m. Public Hearing, advertised in the *Pensacola News Journal* on May 16, 2020, for consideration of adopting an Ordinance amending Chapter 2, Article V, Division 1, Section 2-205 of the Escambia County Code of Ordinances, altering the powers and duties of the MSPB, and amending Chapter 2, Article V, Division 1, Section 2-207 of the Escambia County Code of Ordinances, clarifying the selection procedure and terms of service for MSPB members;

      (2) The 5:33 p.m. Public Hearing, advertised in the *Escambia Sun Press* on May 21, 2020, for consideration of the Petition to Vacate a Conservation Easement located in the 1000 Block of Pine Top Lane;

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

8. Continued…

   A. Continued…

      (3) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on May 20, 2020, concerning the review and adoption of an Ordinance removing a parcel from the Escambia County Mid-West Sector Plan and assigning a compatible Future Land Use to the parcel;

      (4) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on May 20, 2020, concerning the review and adoption of an Ordinance removing a parcel from the Escambia County Mid-West Sector Plan and assigning a compatible Future Land Use to the parcel; and

      (5) The 5:47 p.m. Public Hearing, advertised in the *Pensacola News Journal* on May 20, 2020, concerning the review and adoption of an Ordinance removing two parcels from the Escambia County Mid-West Sector Plan and assigning a compatible Future Land Use to the parcel; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule June 1 – June 5, 2020,* as published in the *Pensacola News Journal* on June 2, 2020.

Motion: Move that we waive the reading
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously

9. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, adopt an Ordinance [Number 2020-13] amending Chapter 2, Article V, Division 1, Section 2-205 of the Escambia County Code of Ordinances, altering the powers and duties of the MSPB, and amending Chapter 2, Article V, Division 1, Section 2-207 of the Escambia County Code of Ordinances, clarifying the selection procedure and terms of service for MSPB members.

Motion: Move the 5:32 in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously
Speaker(s): None

REGULAR BCC AGENDA – Continued

10. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, take the following action concerning the Petition to Vacate a Conservation Easement located in the 1000 Block of Pine Top Lane (2.37 acres, more or less) from C.R. Campbell, Sr. and Billy Ray Campbell, to Escambia County, as petitioned by Cleveland R. Campbell, Sr., represented by his Agent, Todd Stafford:

    A. Approve or deny the Petition to Vacate a Conservation Easement located in the 1000 Block of Pine Top Lane (2.37 acres, more or less) from C.R. Campbell, Sr. and Billy Ray Campbell, to Escambia County, as petitioned by Cleveland R. Campbell, Sr., represented by his Agent, Todd Stafford;

    B. Accept the Hold/Harmless Agreement;

    C. Adopt the Resolution to Vacate [R2020-65]; 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.

    The real property mentioned in this Petition to Vacate is located in Commission District 5.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner Barry abstaining and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers
Speaker(s): Jacqueline Rogers

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

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2020, as required by Ordinance Number 95-13. On April 30, 2020, the portfolio market value was $322,139,417 and portfolio earnings totaled $536,731 for the month. The short term portfolio achieved a yield of 1.25%. The long-term CORE portfolio achieved a yield of 0.39%.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. 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 Committee of the Whole Workshop held May 14, 2020;

   B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held May 21, 2020; and

   C. Approve the Minutes of the Regular Board Meeting held May 21, 2020.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

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

I. PUBLIC HEARINGS

1. Recommendation: That the Board of County Commissioners (BCC), at the 5:45 p.m. Public Hearing, review and approve an Ordinance [Number 2020-14] amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 21, Township 1N, Range 31W, Parcel Number 4301-000-000, totaling 84.10 (+/-) acres, located north of Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to a parcel within Section 21, Township 1N, Range 31W, Parcel Number 4301-000-000, totaling 84.10 (+/-) acres, of Mixed-Use Suburban (MU-S).

   This hearing is the second of two public hearings before the BCC.

Motion: Move the 5:45 in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Theresa Blackwell, Jacqueline Rogers, Frank Westmark, and Elizabeth Westmark

2. Recommendation: That the Board of County Commissioners (BCC), at the 5:46 p.m. Public Hearing, review and approve an Ordinance [Number 2020-15] amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 30, Township 1N, Range 31W, Parcel Number 2203-001-001, totaling 4.04 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to a parcel within Section 30, Township 1N, Range 31W, Parcel Number 2203-001-001, totaling 4.04 (+/-) acres, of Mixed-Use Suburban (MU-S).

   This hearing is the second of two public hearings before the BCC.

Motion: Move the 5:46 in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Theresa Blackwell, Jacqueline Rogers, and Clyde Jolly

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS - Continued

3. Recommendation: That the Board of County Commissioners (BCC), at the 5:47 p.m. Public Hearing, review and approve an Ordinance [Number 2020-16] amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-003, totaling 3.04 (+/-) acres, and Parcel Number 2203-000-002 totaling 2.95 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-003, totaling 3.04 (+/-) acres, and Parcel Number 2203-000-002, totaling 2.95 (+/-) acres, of Mixed-Use Suburban (MU-S).

   This hearing is the second of two public hearings before the BCC.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Theresa Blackwell, Jacqueline Rogers, and Clyde Jolly

II. **FOR ACTION**

1. Recommendation: That the Board take the following action concerning a two-year, at-large re-appointment/appointment to the Escambia County Planning Board:

   A. Waive the Board's Policy, Section I, Part B.1, D, Appointment Policy and Procedures, and re-appoint Reid Rushing effective June 4, 2020, through June 3, 2022;

      OR

   B. Appoint Martin Schack effective June 4, 2020, through June 3, 2022;

      OR

   C. Appoint Steven Flack effective June 4, 2020, through June 3, 2022.

(Continued on Page 9)

GROWTH MANAGEMENT REPORT – Continued

II. FOR ACTION – Continued

1. Continued…

Motion: Move Mr. Reid Rushing to be reappointed
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 3-0, with Commissioners Barry and May abstaining and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers

2. Recommendation: That the Board take the following action concerning two, two-year, at-large re-appointments/appointments to the Escambia County Board of Adjustment:

   A. Appoint Basil Kuloba effective June 4, 2020, through June 3, 2022;

   AND

   B. Appoint Martin Schack effective June 4, 2020, through June 3, 2022.

Motion: Move that we appoint Mr. Kuloba and Mr. Schack to the Board of Adjustment
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board take the following action concerning recording Brookhaven Phase 2 (a 28-lot residential subdivision), located in the Pine Forest Community, lying west of County Road 97 and north of Devine Farm Road. Brookhaven Phase 2 is owned by Devine Farms, LLC and developed by SNS Realty, Inc. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Subdivision Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the Subdivision Plat for recording in the Public Records;

   B. Approve the street name “Shortleaf Court”;

(Continued on Page 10)

GROWTH MANAGEMENT REPORT – Continued

II. FOR ACTION – Continued

3. Continued…

C. Accept all public easements, pond, and drainage improvements within public easements as depicted upon the subdivision plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

D. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

III. **CONSENT AGENDA**

1. Recommendation: That the Board authorize the scheduling of the following Public Hearings:

A. June 18, 2020

1. 9:00 a.m. - A Public Hearing - Large Scale Map Amendment - LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings)

Summary: The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Urban.

2. 9:01 a.m. - A Public Hearing - Large Scale Map Amendment - LSA-2020-01 - 2700 BLK Blue Angel Parkway (second of two public hearings)

Summary: The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Urban.

(Continued on Page 11)

III. CONSENT AGENDA – Continued

1. Continued…

B. July 2, 2020

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following Rezoning Cases heard by the Planning Board on June 1, 2020.

a. Case No.:	**Z-2020-03**
Address:	5250 Blue Angel Parkway
Property Reference No.:	36-2S-31-1007-000-000
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:	Tom Hammond, Agent for Forrest Homes and Steele Construction Inc., Owner

b. Case No.:	**Z-2020-04**
Address:	1303 Gulf Beach Highway
Property Reference No.:	35-2S-31-1000-050-166
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	William Stokes, Esq./Clark Partington, Agent for Joe Baudendistel/Home Page Services, LLC

(Continued on Page 12)

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA – Continued

1. Continued…

B. Continued...

2. 5:46 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2020-01 - 3611 Navy Boulevard

Summary: The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Suburban.

Motion: Move as amended **For Information:** The Consent Agenda was amended to drop item A.1. (the 9:00 a.m. Public Hearing on June 18, 2020), hold item A.2 for a separate vote (the 9:01 a.m. Public Hearing on June 18, 2020), and drop item B.1.b. (Rezoning Case Z-2020-04). All other items remained the same.
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

Motion: I'll make the motion [item A.2. (the 9:01 a.m. Public Hearing on June 18, 2020)]
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Barry abstaining and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers.

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of a public hearing on June 18, 2020, at 9:02 a.m., to consider adoption of an ordinance creating the Ashland Heights Phase 2 Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board accept for filing with the Board's Minutes, the May 7, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

3. Recommendation: That the Board confirm the appointments to the CareerSource Escarosa Board of Directors:

   A. Appointment of Dianne Hatke, President/Founder of Primal Nosh, as a Private Sector member to replace Kristine Rushing, who resigned from this position. In accordance with CareerSource Escarosa By-Laws, it is requested that this position become effective upon approval and will have a three-year term until July 9, 2023; and

   B. Appointment of Tracy Andrews, Vice President of Employee Services at Navy Federal Credit Union, as a Private Sector member to replace Michelle Kaufman, who resigned from this position. In accordance with CareerSource Escrosa By-Laws, it is requested that this position will be effective upon approval and will have a three-year term until June 24, 2023, for this area of representation to the Board.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

4. Recommendation: That the Board approve and authorize the Chairman to sign the three-year extension request for CareerSource Escarosa d/b/a Workforce Escarosa to serve as Direct Provider of Workplace Services to be effective July 1, 2020, through June 30, 2023. This request for extension follows the process outlined by CareerSource Florida's Administrative Policy Number 083, dated December 21, 2017, describing the process for Direct Provider of Workplace Services.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board adopt the revised Loan Subordination Policy.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

6. Recommendation: That the Board approve the following "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the Pensacola Beach Chamber of Commerce 4th of July Fireworks Display, to be launched from a barge off Quietwater Beach on July 4, 2020, from 8:30 p.m., to 9:00 p.m.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

7. Recommendation: That the Board approve the following "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Perdido Key, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the Flora-Bama 4th of July Fireworks Display, to be launched from a platform on the beach on the southside of the Flora-Bama on July 4, 2020, from 9:00 p.m., to 9:30 p.m.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board approve the two Request for Disposition of Property Forms for Clerk & Comptroller's Office for all of the equipment, which is described and listed on the request forms, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

9. Recommendation: That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or disposed of properly.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

10. Recommendation: That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or disposed of properly.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

11. Recommendation: That the Board approve the Request for Disposition of Property Forms for all of the equipment to be auctioned, which is described and listed on the Request Forms with reason for disposition stated.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

12. Recommendation: That the Board authorize the scheduling of a Public Hearing for June 18, 2020, at 9:01 a.m., for the purpose of receiving comments from the public concerning the CARES Act proposed Grant Application by the Mass Transit Department, for Federal Transit Administration (FTA) Section 5307 Funds for Operating and Capital Expenses.

Motion: Move items 1 through 12 [of the Technical/Public Service Consent Agenda]
Made by: Commissioner Bergosh **Seconded by:** Commissioners Bender and Underhill
Disposition: Carried unanimously

13. Recommendation: That the Board adopt the Resolution [R2020-68] naming the Artificial Reef that is being constructed at Casino Beach the "Charles Fennell Gonzalez, IV, Casino Beach Reef" in honor of Charlie Gonzalez, a long-time employee of Escambia County who made a positive impact in the lives of everyone that knew and worked with him.

Motion: Move County Administrator's Report I-13, renaming of the Casino Beach Artificial Reef
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board ratify the following June 4, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

   A. Approving the Agreements between Escambia County CRA and Travelstar Properties, LLC, owner of residential property located at 1220 Wilson Avenue, Barrancas Redevelopment District, each in the amount of $3,750, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof; and

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board ratify the following June 4, 2020, 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 three Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Anthony B. Bosso and Michael J. Bosso	110 Shasta Road	$6,000
Phillip A. and Cheryl E. Pollock	222 Payne Road	$4,020
James C. Tellefson and Cheryl I. Tellefson	308 Bryant Road	$5,640

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Continued…

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

3. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #2 to Purchase Order #200872 to Blue Arbor, Inc., on behalf of the Escambia Human Relations Commission, to add General Funds, in the amount of $6,384, to cover the cost of the Interim Executive Director through May 9, bringing the new Purchase Order total to $34,707.

Department:	Neighborhood & Human Services/Management & Budget Services
Type:	Addition
Amount:	$6,384
Vendor:	Blue Arbor, Inc.
Project Name:	N/A
Contract:	PD 17-18.055
Purchase Order #:	200872
Change Order #:	2
Original Award Amount:	$35,404
Cumulative Amount of Change Orders through this C.O.:	-$697
New P.O. Total:	$34,707

[Funding: Fund 001/General Fund, Cost Center 110201]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

Vendor/Contractor	Amount	Contract Number
North America Fire Equipment Co., Inc. Vendor # 141740 Fund 352, LOST III Cost Center: 330328 Fire LOST	$29,497	Quotes were obtained via Vendor Registry

[Funding Source: Fund 352, LOST III, Cost Center 330228, Fire LOST]

A request for quotations for five Thermal Imagers was posted on Vendor Registry, to receive quotes for a thermal imaging camera that would allow firefighters to identify objects in the midst of a fire. This request for quotations was emailed to 102 registrants in Vendor Registry. 29 firms opened and viewed the request for quotations. At closing on May 6, 2020, 3:00 p.m., nine quotations had been received.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

5. Recommendation: That the Board take the following action:

   A. Approve the usage of NCPA (National Cooperative Purchasing Alliance) Contract 01-97, Advanced Technology Solutions Aggregator;

   B. Approve the Quote #052227 and Statement of Work with PC Specialists, Inc. D/B/A Technology Integration Group (TIG), in the amount of $280,540.96; and

   C. Approve the County Administrator to execute the Quote and Statement of Work; and

(Continued on Page 20)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

D. Approve the issuance of a Purchase Order in excess of $25,000 to PC Specialists, Inc. D/B/A Technology Integration Group in the amount of $280,450.96 for the purchase of hardware equipment and professional services to implement the VOIP Project-Phase 1 (pricing obtained independently through the competitive bid NCPA Contract 01-97).

Vendor/Contractor	**Amount**	**Contract Number**
Vendor: PC Specialists, Inc. d/b/a Technology Integration Group Fund 001, General Fund, Cost Center 270102, Object Code 56401, Fund 001, General Fund, Cost Center 270102, Object Code 53401; Fund 001, General Fund, Cost Center 270102, Object Code 56401; Fund 115, Article V, Cost Center 410407, Object Code 56401.	200,000.00 39,122.96 21,328.00 20,000.00	NCPA Contract 01-97, Advanced Technology Solutions Aggregator

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

6. Recommendation: That the Board approve an expenditure for a one-time project to slip line four existing pipes on Highway 168. The cost, calculated from the General Paving and Drainage Pricing Agreement, PD 16-17.081, will be $55,126.92. Project located in Commission District 5.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action regarding the Bureau of Justice Assistance Grant Application for Correctional Officer Bulletproof Vest Funding:

   A. Approve the Bureau of Justice Assistance Grant Application for Correctional Officer Bulletproof Vest funding request for $26,200. The Grant program requires a 50% match ($13,100) that will be paid from existing department funds. The Grant application requests the purchase of 40 bulletproof vests for Escambia County Work Annex Corrections Officers. The vests will provide potentially lifesaving measures to protect Corrections Officers that work outside the confines of the Work Annex to provide required oversight to inmate work crews disbursed throughout the County; and

   B. Authorize the department to electronically submit the Application on behalf of the Board through the Bureau of Justice Assistance Grant portal.

   [Match Funding: Fund 001, General Revenue, Cost Center 290202]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

8. Recommendation: That the Board take the following action concerning authorization for legal action related to defaulted Contracts for reimbursement of training expenses:

   A. Authorize the County Attorney's Office to file a small claims case against Zakiyia White and Veronica M. Garcias related to the default of their respective Contracts for reimbursement of training expenses; and

   B. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the aforementioned action.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #1 to Purchase Order #200451, to Tech Care X-Ray, LLC, for X-Ray and ultrasound services for the Escambia County Jail:

Department:	Corrections	Funding: Fund 001, General Fund; Cost Center 290402, Object Code 53101
Division:	Jail	
Type:	Addition	
Amount:	$17,000	
Vendor:	Tech Care X-Ray, LLC	
Purchase Order:	200451	
Change Order:	1	
Original Award Amount:	$20,064	
Cumulative Amount of Change Orders Through This Change Order:	$17,000	
New Purchase Order Total:	$37,064	

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board adopt the Resolution [R2020-67] approving Supplemental Budget Amendment #139, Law Enforcement Trust Fund (121), in the amount of $8,500, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies and related Law Enforcement activities for the remainder of the Fiscal Year 2019/2020.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

11. Recommendation: That the Board approve and authorize the issuance of a Purchase Order to pay remaining food and beverage fees for Fiscal Year 2016 and Fiscal Year 2017, in the amount of $7,779.91, and the Annual Performance Incentive Fees for Fiscal Year 2018 and Fiscal Year 2019, in the amount of $205,409.94, for a collective total of $213,189.85, as part of the SMG/ASM Management Services Agreement, as approved by the Board on February 16, 2012.

[Funding: Fund 409, Bay Center Management Administration, Cost Center 360401, Account 53401]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning the Interlocal Cost-Sharing Agreement between Emerald Coast Utilities Authority (ECUA) and Escambia County for the Chemstrand Pedestrian and Drainage Improvements Project:

A. Approve the Interlocal Cost-Sharing Agreement between Emerald Coast Utilities Authority and Escambia County for the Chemstrand Road Pedestrian and Drainage Improvements Project;

B. Authorize the Chairman to sign the Interlocal Cost-Sharing Agreement; and

C. Authorize the Chairman to sign any subsequent documents for this project as allowed by this Agreement.

[Funding: **ECUA will reimburse the County for 50% of potable water and general construction costs incurred and invoiced, up to $100,000**, as outlined in the Agreement. County funds are available in Fund 353/Local Option Sales Tax (LOST) IV, Cost Center 210106, Object Code 56301, Project Number 18EN0295.]

This project is located in Commission District 5.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board take the following action concerning the Locally-Funded Agreement (LFA) between the State of Florida Department of Transportation and Escambia County, Florida, Project #437699-1-32-01, for County Road (CR) 4 over Canoe Creek (Bridge No. 480039) Bridge Replacement Project:

A. Adopt and authorize the Chairman to sign the Resolution [R2020-68] authorizing the Locally-Funded Agreement (LFA); and

B. Approve and authorize the Chairman to sign the Locally Funded Agreement (LFA) between the State of Florida Department of Transportation (FDOT) and Escambia County, Florida, for County Road (CR) 4 over Canoe Creek (Bridge No. 480039) Bridge Replacement Project (Project #437699-1-32-01).

Vendor	**Amount**	**Contract Number**
Florida Department of Transportation Local Options Sales Tax (LOST) IV, Fund 353 Cost Center 210106, Object Code 56301, Project #19EN0749 - Fiscal Year 2020 $175,000, Project #19EN0629 Fiscal Year 2020 $2,758	$177,758	Locally Funded Agreement #437699-1-32-01 for County Road (CR4) over Canoe Creek (Bridge No. 480039) Bridge Replacement Project

This project is located in Commission District 5.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Engineering Department:

Vendor/Contractor	Amount	Contract Number
David W. Fitzpatrick, P.E., P.A. Project: Chemstrand Road Sidewalks Fund: 353 Local Option Sales Tax (LOST) IV, Cost Center: 210106, Object Code 56301, Project #18EN0295	$47,313.13	Contract PD 02-03.79 Professional Services

This project is located in Commission District 5.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

15. Recommendation: That the Board take the following action concerning the Locally-Funded Agreement between the State of Florida Department of Transportation and Escambia County, Florida, Project #442920-1-32-01, for Interstate Circle over 8 Mile Creek (Bridge No. 484071) Bridge Replacement Project:

A. Adopt and authorize the Chairman to sign the Resolution [R2020-69] authorizing the Locally-Funded Agreement (LFA); and

B. Approve and authorize the Chairman to sign the LFA between Escambia County, Florida, and the State of Florida Department of Transportation (FDOT) for Interstate Circle over 8 Mile Creek (Bridge No. 484071) Bridge Replacement Project (Project #442920-1-32-01.

This project is located in Commission District 1.

(Continued on Page 27)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

[Funding: Local Options Sales Tax (LOST) IV, Fund 353, Cost Center 210106, Object Code 56301, Project #19EN0749, Fiscal Year 2021, $175,000]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

16. Recommendation: That the Board approve the annual allocation, in the amount of $189,921.96, plus an additional 10% ($18,992.20) for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2021, to Transcore, LP.

Vendor	Amount	Contract Number
Transcore, LP Vendor #420423 Fund 167, Bob Sikes Toll Facility Cost Center 140301 Object Code 53401 and 54601	$208,914.16	PD 14-15.030 Bob Sikes Bridge Toll System

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board take the following action:

A. Authorize the issuance of Purchase Orders to the following vendors for the purchase of Furnishing, Fixtures and Equipment (FF&E) for the New Correctional Facility in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval; and

B. Authorize the County Administrator to sign Purchase Orders for the Furniture, Fixtures & Equipment (FF&E), for the New Correctional Facility, as follows:

Vendor/Contractor	Amount	Contract Number
Astrophysics Purchase of X-Ray Inspection Systems Fund: 311 Cost Center: 290408	$69,196.00	GSA Ebuy Contract #GS-07F0182T
Axon Enterprise, Inc. Tasers and Holsters Fund: 311 Cost Center: 290408	$93,089.00	NPPGov Contract #VH11630
Bob Barker Various Operational Furnishings & Equipment (ie. Metal Detectors, Scanners, Blankets, Chairs, Handcuffs, Jump Suits, Towels etc.) Cost $49,531.06 Fund: 311 Cost Center: 290408 Cost $30,845.52 Fund Cost Center: 290406	$80,376.58	PD 18-19.041

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

B. Continued…

Vendor/Contractor	Amount	Contract Number
Dell Computers & Monitors Fund: 311 Cost Center: 290408	$68,024.60	NASPO ValuePoint 43211500-WSCA-15-ACS
Emerald Coast Office Products Office Furniture Fund: 311 Cost Center: 290408	$205,565.66	State of Florida Contract 425-001-12-1
Datum Filing System C/O Emerald Coast Office Products Shelving Fund: 311 Cost Center: 290408	$50,142.68	GS-28F-005BA
Global TelLink Corporation Video Visitation Equipment & Installation Fund: 111 Cost Center: 290406	$201,975.00	PD 17-18.022
Medline Medical Equipment Fund: 111 Cost Center: 290406	$66,208.62	MMCAP MMS2000161
Motorola Radios and Equipment Fund: 311 Cost Center: 290408	$141,160.00	19860-NASPO & HGAC-EC07-18

(Continued on Page 30)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

B. Continued…

Vendor/Contractor	Amount	Contract Number
Norix Inmate Tables & Seating Fund: 311 Cost Center: 290408	$237,762.84	Florida State Contract 56120000-19-ACS
Office Environments, Inc. Furniture Fund: 311 Cost Center: 290408	$111,075.53	Florida State Contract 425-001-12-1
PR Chemical Custodial Equipment Fund: 311 Cost Center: 290408	$58,906.83	PD 18-19.041
Stryker Medical Equipment Fund: 311 Cost Center: 290408	$52,653.02	Vendor Registry
Technology Integration Group Network, Telephone & Firewall Equipment & Installation Fund: 311 Cost Center: 290408	$411,685.65	Florida State Contract: 43220000-WSCA-14-ACS
Fitness Master Employee Fitness Equipment Fund: 501 Cost Center 150111	$21,008.44	Vendor Registry

(Continued on Page 31)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

[Funding: Fund 311, Series 2017 Project Fund; Cost Center 290408, County Jail Facility; Object Codes 56201, Buildings & 56401, Machinery & Equipment, Project # 14SH2728 Detention Facilities and Fund; Fund 111, Detention/Jail Commissary, Cost Center 290406, Detention/Jail; Object Codes 56201, Buildings & 56401 Machinery and Equipment and Fund: 501, Internal Service Fund; Cost Center 150111, BCBS Health Grant; Object Codes 56401, Machinery & Equipment & 55201 Operating Supplies]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

18. Recommendation: That the Board approve and authorize the County Administrator to sign the Amendment of Agreement relating to PD 18-19.073, Residential Substance Abuse Treatment Program, awarded by the Board on August 15, 2019. This Amendment is to supplement the original solicitation to include the tasks set forth in the *Application for Funding Assistance, Project Overview*, located on pages 5-17 of the RSAT Grant Application. Through execution of this Amendment of Agreement, The Transition House acknowledges that it has received a copy of the *Residential Substance Abuse Treatment (RSAT) Program Subaward Standard Conditions*, located on pages 18-32 of the RSAT Grant Application, and that The Transition House shall comply with all applicable provisions thereof. The Florida Department of Law Enforcement Residential Substance Abuse Treatment Grant, was approved and authorized by the Board on June 6, 2019, for an estimated annual amount of $100,000.

This Amendment will result in no increase to the amount billed to the County.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board take the following action:

A. Authorize the use of the Florida Sheriff's Association Cooperative Purchasing Agreement FSA 19-VEL27.0; and

B. Approve and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for one Ford F-250 XL Super Duty Super Cab 4X4 (Model X2B) to Bozard Ford Co., in the amount of $28,311, per the terms and conditions of PD 19-20.059, One Ford F-250 XL Super Duty Super Cab 4X4 (Model X2B) or Approved Equivalent for Extension Services.

Vendor	Funding	Amount	Solicitation Number
Bozard Ford Co.	Fund 001, General Fund; Cost Center 221201, Extension Services Admin; Object Code 56401, Machinery & Equipment	$28,311	PD 19-20.059

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board approve the second of two possible one-year renewal periods allowed per the Agreement for PD 17-18.056, Pest and Rodent Control Services for Escambia County Facilities, to Florida Pest Control & Chemical Company, Inc., in the annual amount of $26,040.

Vendor: Florida Pest Control Contract #: PD 17-18.056	**Total: $26,040**
Facilities:	
Fund 001, General Fund; Cost Center 310203, Facilities Maintenance; Object Code 53401, Other Contractual Services	$12,696
Fund 113, Library Fund; Cost Center 110502, Maintenance; Object Code 53401, Other Contractual Services	$840
Fund 501, Internal Service Fund; Cost Center 150112, Employee Health Clinic; Object Code 53401, Other Contractual Services	$168
Escambia County Fire Services: Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 53401, Other Contractual Services	$2,784
Road Department: Fund 001, General Fund; Cost Center 210402, Road Maintenance; Object Code 53401, Other Contractual Services	$696
Solid Waste Department:	
Fund 401, Waste Services; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services	$240
Fund 401, Waste Services; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services	$120
Fund 401, Waste Services; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services	$480

(Continued on Page 34)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Continued…

Vendor: Florida Pest Control Contract #: PD 17-18.056	**Total: $26,040**
Parks and Recreation:	
Fund 001, General Fund; Cost Center 350204, Lake Stone; Object Code 53401, Other Contractual Services	$120
Fund 001, General Fund; Cost Center 350229, Parks Capital Projects Object Code 53401, Other Contractual Services Project Number 06PR0085	$120
Fund 001, General Fund; Cost Center 350229, Parks Capital Projects Object Code 53401, Other Contractual Services Project Number 08PR0085	$540
Fund 001, General Fund; Cost Center 350231, Equestrian Center LOST; Object Code 53401, Other Contractual Services Project Number 08PR0031	$180
Fund 001, General Fund; Cost Center 350237, Rents-Park Community Centers Object Code 53401, Other Contractual Services	$120
Community Corrections/Probation:	
Fund 175, Road Prison; Cost Center 290202, Care and Custody; Object Code 53401, Other Contractual Services	$1,368
Fund 114, Work Release/Probation; Cost Center 290305, Residential Probation; Object Code 53401, Other Contractual Services	$456
Mass Transit: Fund 104, Mass Transit Fund; Cost Center 221217, Object Code 53401, Other Contractual Services	$5,112

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Continued…

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

21. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Chavers Construction, Inc., per the terms and conditions of PD 19-20.050, Blue Springs Drainage Improvements at Crescent Lake, in the amount of $373,000.

Vendor/Contractor	Funding	Amount	Contract Number
Chavers Construction, Inc.	Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Number 15EN3252	$373,000	PD 19-20.050

PD 19-20.050, Blue Springs Drainage Improvements at Crescent Lake, was publicly noticed to 46 firms (131 emails were sent) on March 24, 2020. A non-mandatory pre-solicitation conference was held on April 1, 2020. Four firms were represented at this meeting via Skype. Six bids were received on May 1, 2020. Five bids were received electronically, and one hand delivered. All six were responsive to the terms and conditions of the solicitation. Chavers Construction, Inc., was the lowest most responsive and responsible bidder.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Sigma Consulting Group, Inc., per the terms and conditions of PD 19-20.048, Pine Valley Estates Drainage (Dunaway Lane), in the amount of $176,233.31.

Vendor/Contractor	Funding	Amount	Contract Number
Sigma Consulting Group, Inc.	Fund 353 LOST IV, Cost Center 110102, Object Code 56301, Project No. 20DS1201	$176,233.31	PD 19-20.048

Requests for Letters of Interest, PD 19-20.048, Pine Valley Estates Drainage (Dunaway Lane) were publicly noticed on March 26, 2020, to 198 known firms. Responses were received from five firms on April 7, 2020. The Selection/Negotiation Committee short-listed to the following firms on April 15, 2020

- Mott MacDonald Florida, LLC;
- Sigma Consulting Group, Inc.; and
- Volkert, Inc.

The Selection/Negotiation Committee ranked in the following order on April 23, 2020

1. Sigma Consulting Group, Inc.;
2. Mott MacDonald Florida, LLC; and
3. Volkert, Inc.

Sigma Consulting Group, Inc., provided their initial fee proposal on May 7, 2020. The first negotiation meeting was held on May 8, 2020. The second negotiation meeting was held on May 12, 2020. Final and Best Offers were established on May 12, 2020, establishing the fee of $176,233.31.

Motion: Move the balance in the affirmative **For Information:** The “balance” refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Recommendation: That the Board take the following action:

A. Approve the usage of the Florida Department of Management Services Alternate Contract No. 30161700-20-ACS, Flooring Materials, with Related Supplies and Services; and

B. Approve and authorize the County Administrator to sign a Purchase Order, in the amount of $475,498.77, to Interface Americas, Inc., per the terms and conditions of the Florida Department of Management Services Alternate Contract No. 30161700-20-ACS, Flooring Materials, with Related Supplies and Services.

Vendor	Funding	Amount	Solicitation Number
Interface Americas, Inc.	Fund 353 LOST IV, Cost Center 410147, Object Code 56201, Project Number 19JS0839	$475,498.77	Florida Department of Management Services Alternate Contract No. 30161700-20-ACS, Flooring Materials, with Related Supplies and Services

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

24. Recommendation: That the Board take the following action concerning State of Florida Department of Transportation Public Transportation Grant Agreement (PTGA), Financial Project Number 447494-1-84-01, providing Fiscal Year 2019/2020 - 2022/2023, Section 5311 Non-Urbanized Area Formula Program (CARES Act) Grant Funding to the Mass Transit Department:

A. Approve the PTGA, Financial Project Number 447494-1-84-01, providing for Florida Department of Transportation (FDOT) participation in the amount of $541,960, of Fiscal Year 2019/2020 - 2022/2023 funding to Escambia County Area Transit (ECAT);

(Continued on Page 38)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued…

B. Adopt the Resolution [R2020-70] authorizing the Application and acceptance of these funds; and

C. Authorize the Chairman to execute the Resolution, PTGA, and all other documents pertaining to this PTGA without further action of the Board.

Please note Section 19 (j) of the PTGA, which requires the County to waive forum and venue.

[Funding: The funding is provided at 100% reimbursement and no match is required by Escambia County. There will be no additional costs to the County as a result of this action.]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

25. Recommendation: That the Board take the following action regarding the Interlocal Agreement between Bay County, Escambia County, Holmes County, Okaloosa County, Santa Rosa County, Walton County and Washington County, Florida, and Emerald Coast Regional Council f/k/a West Florida Regional Planning Council:

A. Approve the Interlocal Agreement between Bay County, Escambia County, Holmes County, Okaloosa County, Santa Rosa County, Walton County and Washington County, Florida, and Emerald Coast Regional Council f/k/a West Florida Regional Planning Council;

B. Authorize the Chairman to execute the Interlocal Agreement; and

(Continued on Page 39)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Continued…

C. Authorize the County Administrator or her designee to pay annual dues by December 1st of each fiscal year.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

26. Recommendation: That the Board take the following action:

A. Approve the Second Amendment to the Pensacola Bay Center Agreement (Agreement) extending the term three years to September 30, 2024, with one two-year Option; requiring the Management Company to invest $450,000, of which $250,000 will contribute to the cost of a new scoreboard and $200,000 will contribute to improvements to the food and beverage services; increasing the management fee to $217,080; and increasing the food and beverage gross sales incentive fee to 6.5%;

B. Approve the Addendum to the Agreement allowing the Management Company to purchase and install a new scoreboard and associated items:

Option 1. As required by the Letter of Agreement (LOA); **or**

Option 2. As required by the Letter of Agreement (LOA) and include the corner LED boards; and

C. Approve the Second Amendment to the Pensacola Bay Center Ice Hockey License Agreement (License) extending the term through the 2024-2025 hockey season with two one-year options; requiring the Ice Flyers to invest $150,000 which will contribute to the cost of a new scoreboard; and, adjust availability of the ice hockey area for hockey games and practice.

Motion: Move item 26, A, B, to include the corner boards [Option2], C, and the addition of D, which is just instruction to the parties to work on a third amendment to specifically address measurable performance metrics for the food and beverage service experience
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board either approve, by super majority vote, or deny the following action:

   A. Authorize the purchase of real property located at 4255 Erress Boulevard, from Robert Law and Ryan Thomas Robert Law, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $20,000 (County's appraised value is $17,000);

   B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 4255 Erress Boulevard (.0751acres); and

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

   This parcel is located in Commission District 3.

   [Funding: Fund 129/2017 CDBG, Cost Center 370231]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

2. Recommendation: That the Board discuss the implementation of the Escambia County Small Business COVID-19 Recovery Grant Program approved by the Board April 2020. Kelly Massey, Regional Director of the Small Business Development Center at the University of West Florida, will address the Board and provide information regarding the Grant.

Disposition: No action taken **For Information:** The Board discussed and requested that additional information be provided by the UWF Small Business Development Center.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following action:

   A. Approve the proposed settlement of payment of $25,000.00 by Escambia County (ECAT) to Carlene D. Morris in exchange for execution of a mutual release of all claims. RLI Insurance will fund the settlement in full;

   B. Authorize the Chairman of the Board to execute the mutual release of all claims, which is acceptable in wording after review by the County Attorney's Office; and

   C. Authorize retained insurance counsel to execute a stipulation for dismissal with prejudice, once the mutual release of all claims is executed by Ms. Morris.

Motion: Move [County Attorney's Report items] 1, 2, and 3 A and C
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

2. Recommendation: That the Board approve the Request for Disposition of Property Form for the County Attorney's Office for property which is described and listed on the Request Form, with reason for disposition stated. The item has been found to be unserviceable and no longer working.

Motion: Move [County Attorney's Report items] 1, 2, and 3 A and C
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

3. Recommendation: That the Board take the following actions:

   A. Ratification of Escambia County State of Local Emergency Resolution R2020-64; and

   B. Ratification of Escambia County Emergency Order EO 20-9; and

   C. Extension of Escambia County State of Local Emergency.

Motion: Move [County Attorney's Report items] 1, 2, and 3 A and C **For Information:** This action adopted Resolution R2020-71
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

(Continued on Page 42)

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

3. Continued…

Motion: Move that we ratify Escambia County Emergency Order 20-9
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioners Barry and May abstaining and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers

4. Recommendation: That the Board take the following action:

A. Approve the Agreement for Casino Beach Artificial Reef Construction Project (P.D. 19-20.020) with David Marsh Walter D/B/A Walter Marine in an amount not to exceed $59,500.00; and

B. Ratify the County Administrator's signature.

Motion: Move forward with County Attorney's Report Item I-4, the Agreement for Casino Beach Artificial Reef Construction Project, A and B
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

II. FOR DISCUSSION

1. Recommendation: That the Board discuss and consider adopting the proposed MOU that provides for a public-private partnership for a limited extension of Quintette Road.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Jacqueline Rogers and Fred Hemmer

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Recommendation: That the Board deem the transcripts of all shade meetings associated with the Innerarity Island Sewer System to be releasable under the guidelines of Florida's Public Records Laws and the policies of Escambia County.

Disposition: No action taken
Speaker(s): Steve Stroberger, Rod Powell, and Kemp Evans

2. Recommendation: That the Board discuss Phase 2 of the Governor's Executive Order, regarding the determination of banned areas for vacation rentals.

Disposition: No action taken

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 7:22 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: June 18, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18030 **Growth Management Report 9. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 06/18/2020
Issue: 9:01 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - LSA-2020-01
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

9:01 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - LSA-2020-01

That the Board of County Commissioners (BCC) review and approve an Ordinance amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, changing the Future Land Use category of a parcel, which is located within Section 05, Township 3S, Range 31W, and which is identified as Parcel ID Number 05-3S-31-1500-000-000, totaling 26.76 (+/-) acres, located on Blue Angel Parkway, from Commercial (C) to Mixed-Use Urban (MU-U).

This hearing serves as the second of two public hearings.

BACKGROUND:

An application was submitted requesting the change of the Future Land Use designation for a 26.76 (+/-) acre parcel in the 2700 BLK of Blue Angel Parkway from Commercial (C) to Mixed-Use Urban (MU-U).

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 Kia M. Johnson, 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 Future Land Use Map (FLUM), will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the FLUM 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

Working Case File
Letter from Rebol-Battle Associates
Depiction of Proposed Easement
Draft Ordinance
Clean Ordinance

LSA-2020-01

LSA-2020-01

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

April 10, 2020

The Honorable Steven Barry
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Dear Chairman Barry:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for Escambia County (Amendment No. 20-04ESR) received on March 17, 2020. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Director, Escambia County Development Services
Austin Mount, Executive Director, Emerald Coast Regional Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

From: Horace L Jones
To: Allyson Lindsay
Cc: Kayla R. Meador; Andrew D. Holmer
Subject: FW: [EXTERNAL]Escambia County 20-04ESR Proposed
Date: Monday, April 13, 2020 2:33:07 PM
Attachments: image001.png

To All

Please see below

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Monday, April 13, 2020 2:06 PM
To: Horace L Jones <HLJONES@myescambia.com>; DCPexternalagencycomments@deo.myflorida.com
Cc: Plan_Review <Plan.Review@dep.state.fl.us>
Subject: [EXTERNAL]Escambia County 20-04ESR Proposed

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

To: Horace Jones, Director

Re: Escambia County 20-04ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



From: Horace L Jones
To: Allyson Lindsay; Juan C. Lemos
Cc: Andrew D. Holmer; Kayla R. Meador
Subject: Fwd: [EXTERNAL]Escambia County 20-4 CPA-ESR (LSA 2020-01 ESR)
Date: Tuesday, March 31, 2020 10:11:49 AM

Sent from my iPhone

Begin forwarded message:

From: "Hight, Jason" <Jason.Hight@MyFWC.com>
Date: March 31, 2020 at 10:06:55 AM CDT
To: Horace L Jones <HLJONES@myescambia.com>, "DCPexternalagencycomments@deo.myflorida.com" <DCPexternalagencycomments@deo.myflorida.com>
Cc: "Walsh, Kristal" <Kristal.Walsh@MyFWC.com>, "Juan C. Lemos" <JCLEMOS@myescambia.com>, Conservation Planning Services <conservationplanningservices@MyFWC.com>, "Amoah, Kat" <Kat.Amoah@MyFWC.com>
Subject: [EXTERNAL]Escambia County 20-4 CPA-ESR (LSA 2020-01 ESR)

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Jones:

Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the proposed comprehensive plan amendment package in accordance with Chapter 163.3184(3), Florida Statutes. We have no comments, recommendations, or objections related to fish and wildlife or listed species and their habitat to offer on this amendment.

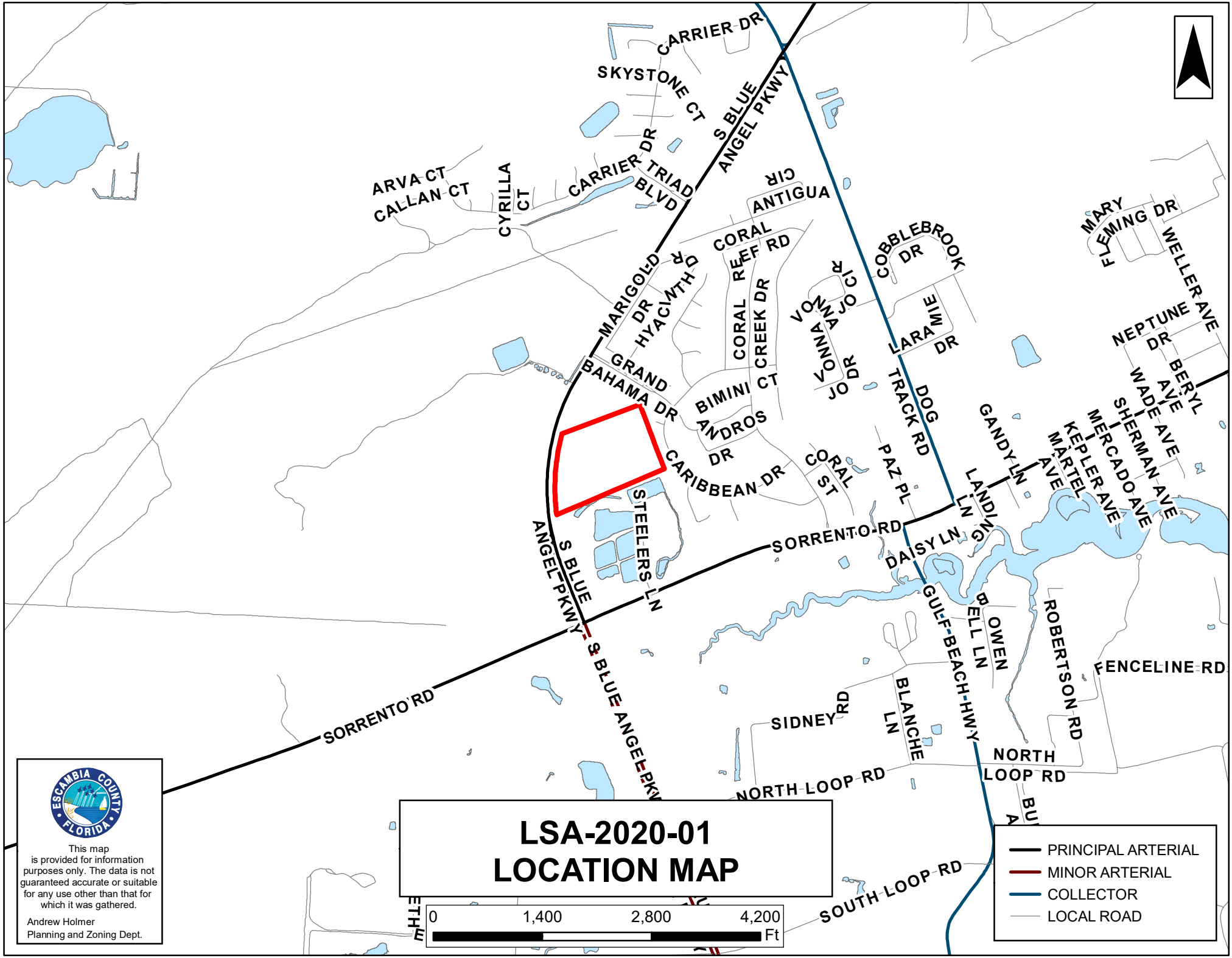
If you need any further assistance, please do not hesitate to contact FWC Conservation Planning Services at ConservationPlanningServices@MyFWC.com. If you have specific technical questions, please contact Kristal Walsh at (850) 851-8065 or at Kristal.Walsh@myfwc.com.

Sincerely,

Jason Hight
Land Use Planning Program Administrator
Office of Conservation Planning Services
Florida Fish and Wildlife Conservation Commission

620 S. Meridian Street, MS 5B5
Tallahassee, FL 32399-1600
(850) 413-6966

Escambia County 20-4ESR_41382

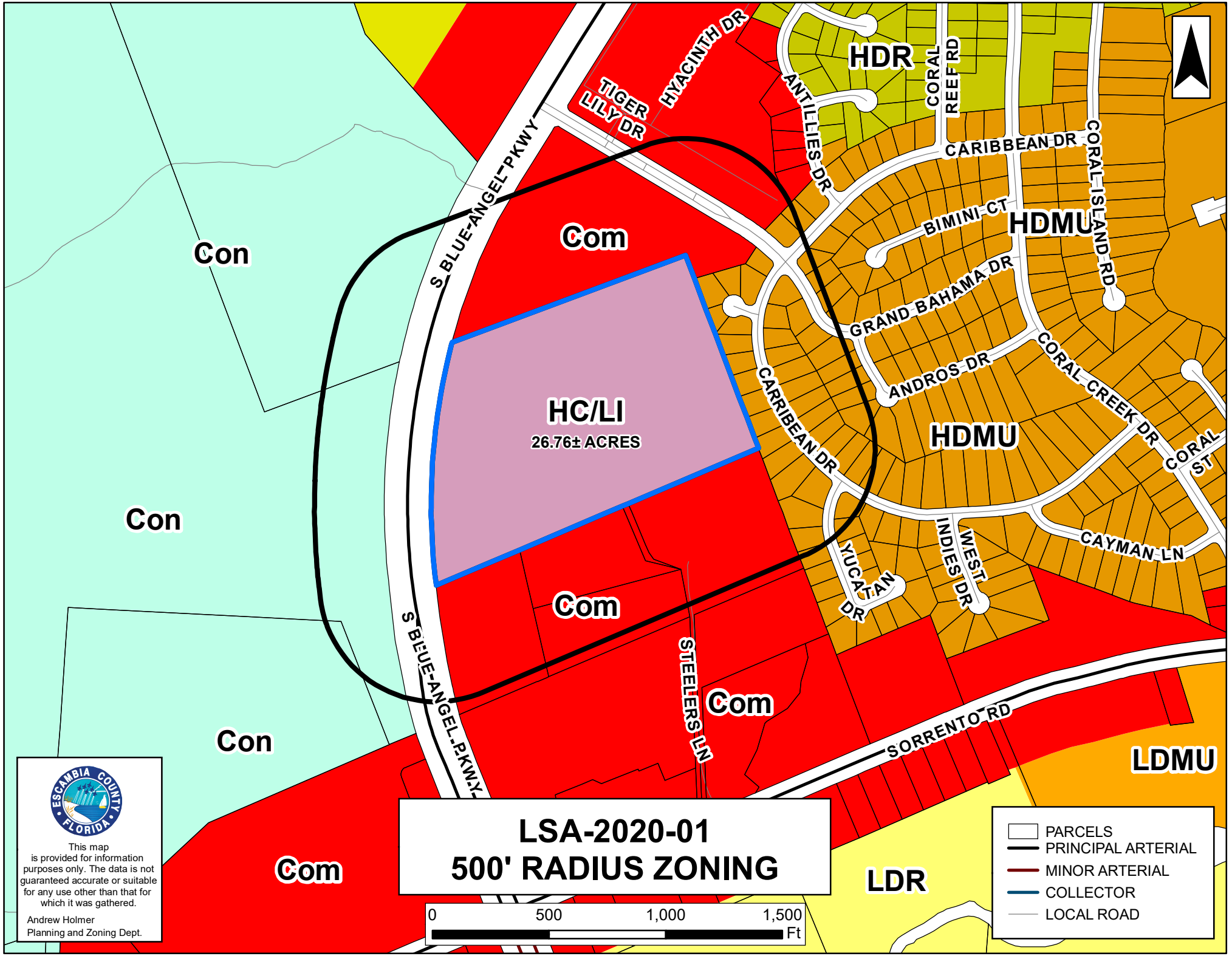


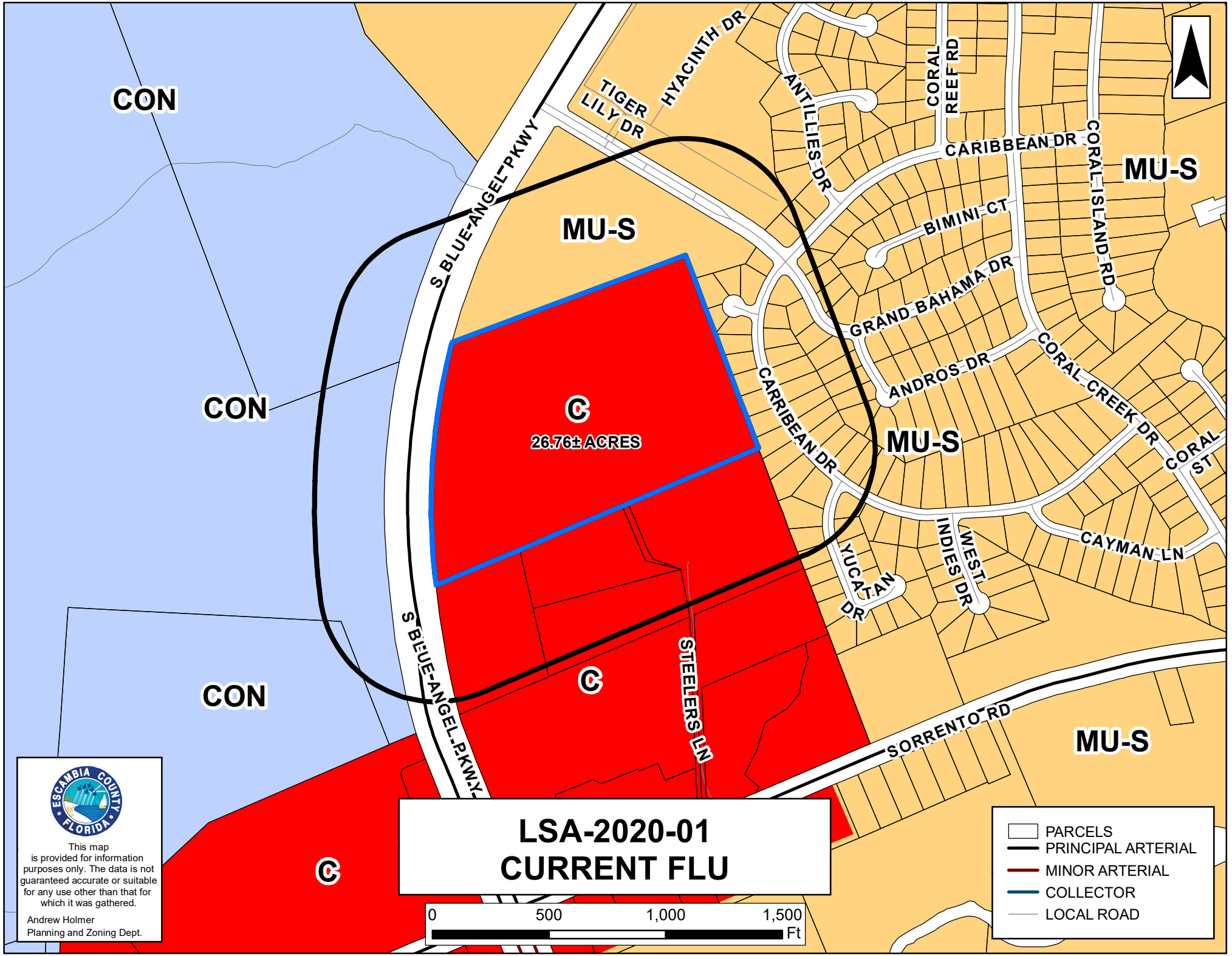
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LOCATION MAP

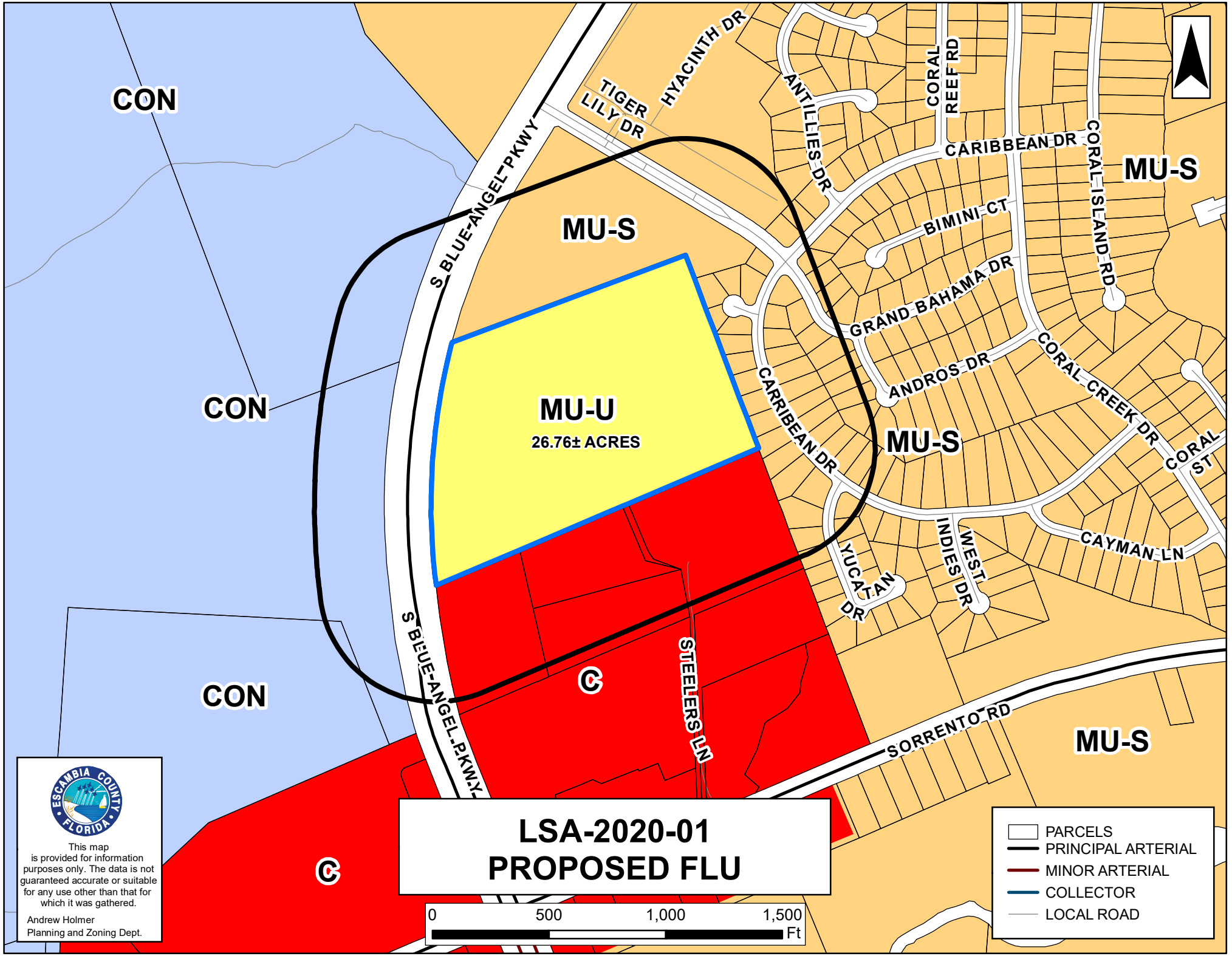
ESCAMBIA COUNTY FLORIDA

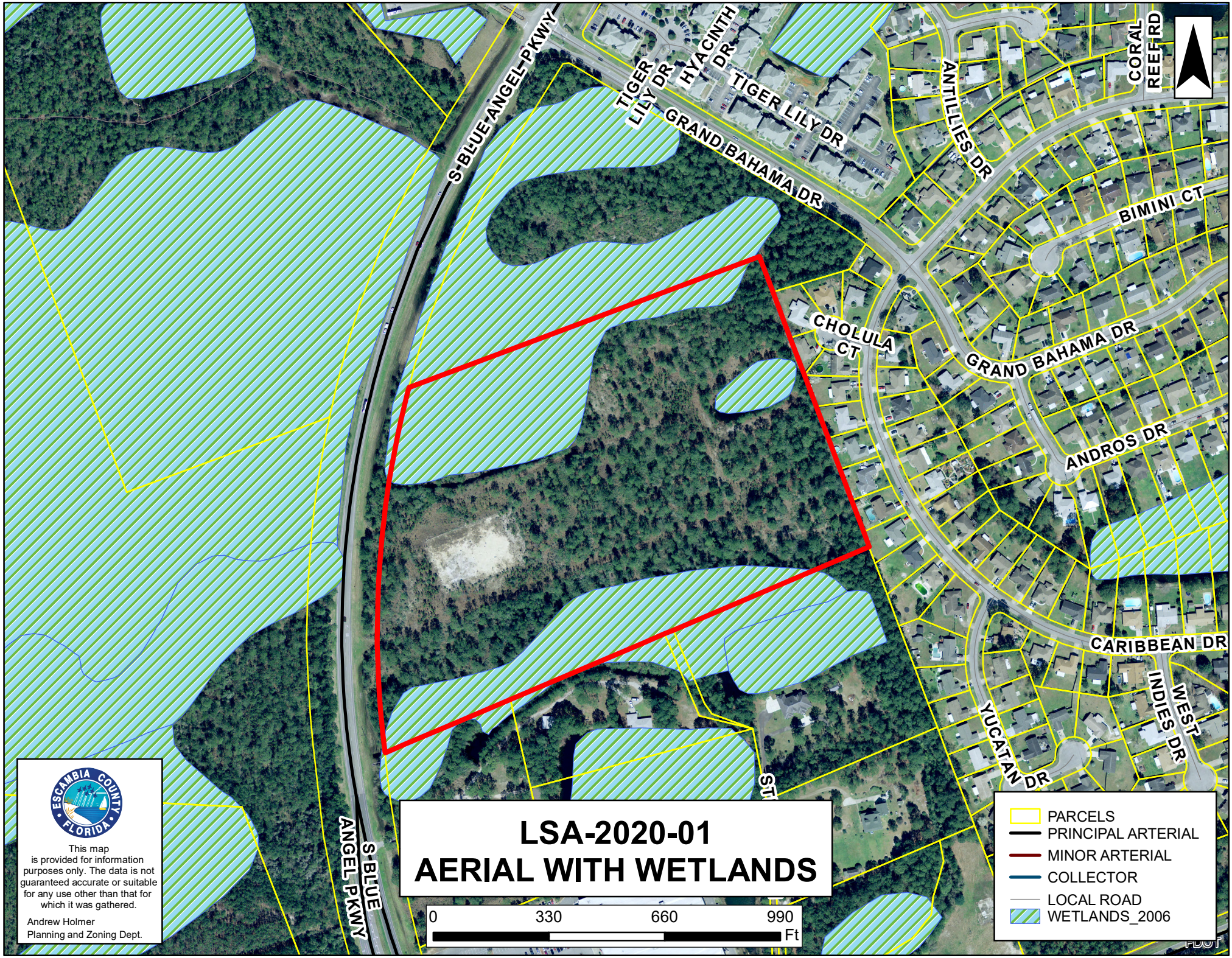
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

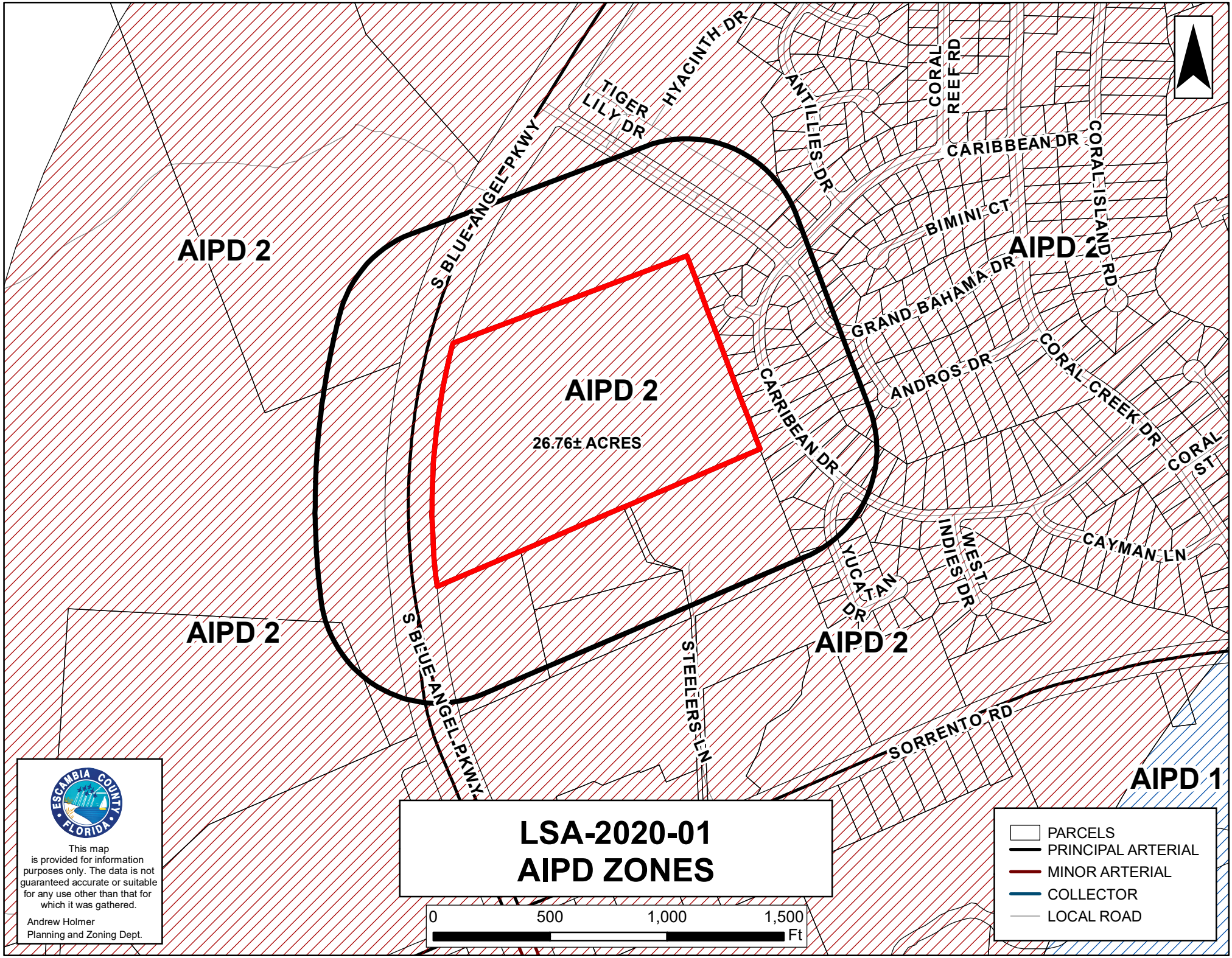
Andrew Holmer
Planning and Zoning Dept.


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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.


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Andrew Holmer
Planning and Zoning Dept.


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Andrew Holmer
Planning and Zoning Dept.


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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.


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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.



Public Hearing sign

Looking South



Looking West across
Blue Angel Pkwy



Looking North



FOUNTAIN
SCHULTZ &
BRIDGFORD
PLLC
ATTORNEYS AT LAW

KENNETH R. FOUNTAIN | KERRY ANNE SCHULTZ | SCOTT C. BRIDGFORD

December 19, 2019

VIA HAND DELIVERY
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

RE: Owner: Thomas M. Bizzell and Martin S. Sharron, as Successor Trustees of the Edward K. Edwards Revocable Trust
Subject Parcel: 05-3S-31-1500-000-000
Future Land Use Map Amendment Application

Dear Sir or Madam:

I represent Southland Contracting, Inc., the purchaser of the above-referenced property. Please direct all future correspondence to me. In support of the Future Land Use Map Amendment Application, please be advised of the following:

(1) Owner: Thomas M. Bizzell and Martin S. Sharron, as Successor Trustees of the Edward K. Edwards Revocable Trust. Enclosed is a copy of the Escambia County Property Appraiser information to verify proof of ownership and the current Warranty Deed showing the owner of record. Enclosed also is a copy of the Edwards K. Edwards Revocable Trust.
(2) The applicant requests to amend the Future Land Use Map from Commercial (Com) to Mixed-Use Urban (MU-U) for the purpose of developing an apartment complex with approximately 312 units.
(3) Enclosed is a copy of the Street Map depicting the general property location.
(4) Enclosed is the legal description of the exact property area proposed for a future land use map amendment, including (a) street address; (b) property reference number; (c) boundary survey; (d) total acreage requested for amendment.
(5) Enclosed is a check in the amount of $2,969.00 for the application fee.
(6) Enclosed is a complete Data and Analysis.
(7) Enclosed is a copy of the Survey.

2045 FOUNTAIN PROFESSIONAL CT., STE. A | NAVARRE, FLORIDA 32566
(850) 939-3535 | (850) 939-3539 *fax*

SANTA ROSA BEACH
(850) 622-2700 | (850) 622-2722 *fax*

FOUNTAINLAW.COM

Should you have any questions, please do not hesitate to contact my office. Thank you for your consideration.

Sincerely,
Fountain, Schultz & Bridgford, P.L.L.C.

Kerry Anne Schultz, Esq.

Enclosures as stated

FOUNTAIN
SCHULTZ
BRIDGFORD
PLLC
ATTORNEYS AT LAW

KENNETH R. FOUNTAIN | KERRY ANNE SCHULTZ | SCOTT C. BRIDGFORD

Thursday, January 30, 2020

VIA REGULAR MAIL
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

RE: Owner: Thomas M. Bizzell and Martin S. Sharron, as Successor Trustees of the Edward K. Edwards Revocable Trust
Subject Parcel: 05-3S-31-1500-000-000
Future Land Use Map Amendment Application

Dear Sir or Madam:

Scott Bridgford, an attorney with our law firm, will be attending the Future Land Use Amendment Application hearing on Tuesday, February 4, 2020, in my absence. The owners of the property acknowledge Mr. Bridgford's substitution for me at the hearing.

Sincerely,

Kerry Anne Schultz, Esq.

ACKNOWLEDGEMENT

We, Thomas M. Bizzell and Martin S. Sharron, as Successor Trustees of The Edward K. Edwards Revocable Trust, hereby agree to Scott Bridgford's attendance at the Future Land Use Amendment Application hearing on Tuesday, February 4, 2020, in Kerry Anne Schultz's absence.

Thomas M. Bizzell Trustee

Thomas M. Bizzell, as Successor Trustees of
the Edward K. Edwards Revocable Trust

Martin S. Sharron

Martin S. Sharron, as Successor Trustees of
the Edward K. Edwards Revocable Trust

2045 FOUNTAIN PROFESSIONAL CT., STE. A | NAVARRE, FLORIDA 32566
(850) 939-3535 | (850) 939-3539 *fax*

SANTA ROSA BEACH
(850) 622-2700 | (850) 622-2722 *fax*

FOUNTAINLAW.COM

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. ✓ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. ✓ Letter of request, including reason(s) for map amendment and desired future land use category
3. ✓ Notarized Affidavit of Ownership and Authorization (form herein)
4. ✓ Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf
5. ✓ Concurrency Determination Acknowledgement (form herein)
6. ✓ Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
7. _____ Street Map depicting general property location
8. ✓ Legal Description of exact property area proposed for a future land use map amendment, including:
   - ___ Street Address
   - ___ Property Reference Number(s)
   - ___ Boundary Survey
   - ___ Total acreage requested for amendment
9. ✓ Land Use Map Amendment Application fee
10. ✓ Complete Data and Analysis (See applicable page herein)

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____

LARGE SCALE FLU AMENDMENT ✓

Current FLU: Com **Desired FLU:** MU-U **Zoning:** HC/LI **Taken by:** A. Lindsay

Planning Board Public Hearing, date(s): Feb 4, 2020

BCC Public Hearing, proposed date(s): TBD

Fees Paid 2,969.50 **Receipt #** _____ **Date:** 12/20/2019

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Thomas M. Bizzell & Martin S. Sharron, Successor Co-Trustees for Edward K. Edwards Revocable

Address: 3250 West Navy Boulevard

City: Pensacola State: Florida Zip Code: 32505

Telephone: 850-434-5574

Email: tombizzell@cpabizzness.com

DESCRIPTION OF PROPERTY:

Street address: 2700 Blk Blue Angel Parkway, Pensacola, Florida 32506

Subdivision:

Property reference number: 053S31150000000

Section: 05 Township: 3 South Range: 31 West

See Exhibit "A" attached hereto for the full description

Size of Property (acres): Approximately 27.7 acres

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner 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 there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Thomas M. Bizzell Thomas M. Bizzell Tte. 12/18/2019
Signature (Property Owner) Printed Name Mawdsley, Shawn TTE Date 12/18/19

Kelly Anne Schultz 12/18/19
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 2045 Fountain Professional Ct. Ste. A

City: Navarre State: FL Zip: 32566

Telephone (850) 939 - 3535 Fax # (850) 939 - 3539

Email: kaschultz@fountainlaw.com

STATE OF FL
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 18th day of Dec.,
year of 2019 by, Thomas M. Bizzell Tte. Mawdsley Shawn who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Carol J. Miller
Signature of Notary Public Date

Carol J. Miller
Printed Name of Notary

My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

Notary Public, State of Florida
Comm. Expires Oct. 5, 2022
Comm. No. GG261125

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: The Preserve at Perdido

Property reference #: Section 05 Township 35 Range 31

Parcel # 150000000

Project Address: 2700 Blk Blue Angel Pkwy - Pensacola FL 32506

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) 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 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 18 DAY OF Dec, 2019

Thomas M. Bizzell — Thomas M. Bizzell
Owner's signature — **Owner's name (print)** Mark S. Sherman TTEE

Kerry Anne Schultz
Agent's signature — **Agent's name (print)**

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 2700 BLK BLUE ANGEL Pkwy, Pensacola FL 32506 Pensacola, Florida, Property Reference Number(s) 05 3S 31 15 00000000, I hereby designate Kerry Anne Schultz, Esquire for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 13th day of December, the year of 2019, and is effective until the Board of County Commissioners 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 Planning and Zoning Department.

Martin S Sharron TTE 12/18/19 Martin S Sharron

Thomas M. Bizzell TTE 12/18/2019 Thomas M. Bizzell

Signature of Property Owner Date Printed Name of Property Owner

Signature of Agent Date Printed Name of Agent

STATE OF FL

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 18 day of Dec, year of 2019, by Thomas Bizzell + Martin Sharron who ( ) did ( ) did not take an oath.

He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Carol J Miller 12/18/19

Signature of Notary Public Date Printed Name of Notary Public

Carol J. Miller
Notary Public, State of Florida
Comm. Expires Oct. 5, 2022
Comm. No. GG261125

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner 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 there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Thomas M. Bizzell Thomas M. Bizzell Tte. 12/18/2019
Signature (Property Owner) Printed Name Martins. Sherman TTE Date 12/18/19

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: _____

City: _____ State: _____ Zip: _____

Telephone ( ) _____ - _____ Fax # ( ) _____ - _____

Email: _____

STATE OF FL
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 18th day of Dec.,
year of 2019 by, Thomas Bizzell & Martin Sherman who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Carol J. Miller
Signature of Notary Public Date Printed Name of Notary
My Commission Expires _____ Commission No:
(Notary seal must be affixed)

Carol J. Miller
Notary Public, State of Florida
Comm. Expires Oct. 5, 2022
Comm. No. GG261125

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: The Preserve at Perdido

Property reference #: Section 05 Township 3S Range 31

Parcel # 150000000

Project Address: 2700 Blk Blue Angel Pkwy - Pensacola FL 32506

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) 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 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 18 DAY OF DEC, 2019

Thomas M. Bizzell — Thomas M. Bizzell
Owner's signature **Owner's name (print)** Martha S. Shannon TTE

Agent's signature **Agent's name (print)**

TITLE SEARCH REPORT
Exhibit A

Fund File Number: 817915

Commencing at the intersection of the Northerly Right of Way line of Gulf Beach Highway (State Road 292) and the Westerly Right of Way line of Dog Track Road (State Road 297); thence North 23 degrees 39 minutes West along the aforesaid Westerly Right of Way line of Dog Track Road a distance of 2824.07 feet to the Point of Beginning of this description; thence continuing North 23 degrees 39 minutes West a distance of 957.10; thence South 66 degrees 00 minutes West a distance of 3611.37 feet to an intersection with the boundary of that certain parcel of land described in Record Book 489 at Page 222 of the Public Records of Escambia County, Florida, and Deeded to Escambia Christian School, Inc., thence South 24 degrees 00 minutes East along the boundary of the aforementioned Escambia Christian School, Inc. property a distance of 941.18 feet; thence North 66 degrees 21 minutes East a distance of 2605.57 feet to the Point of Beginning of the description , said parcel containing 57 acres more or less, the above described parcel being more particularly described as:

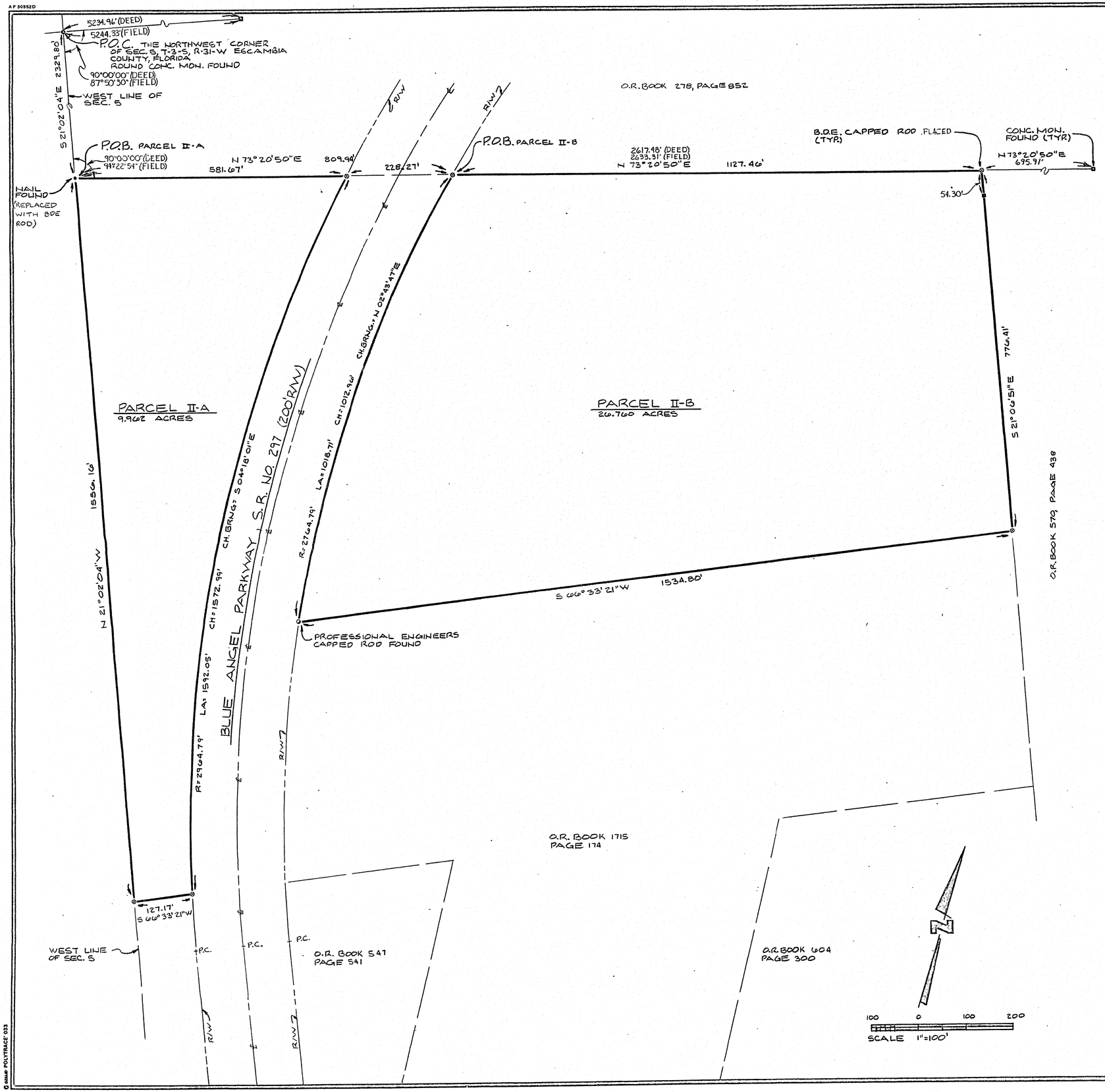
Commence at the intersection of the Northerly Right of Way line of Gulf Beach Highway (State Road 292, 100 foot R/W) and the Westerly Right of Way line of Dog Track Road (State Road 297, 100 foot R/W); thence go North 20 degrees 31 minutes 49 seconds West along the aforesaid Westerly Right of Way line a distance of 2119.60 feet to a point of curvature; thence go along the curved Right of Way line to the left having a radius of 343,724.68 feet, an arc distance of 685.79 feet (CH = 685.79 feet; CH BRG = North 20 degrees 35 minutes 15 seconds West) to the Point of Beginning; thence continue along the aforesaid curved Right of Way line having a radius of 343.724.68 feet, an arc distance of 814.00 feet (CH = 814.00 feet, CH BRG = North 20 degrees 42 minutes 45 seconds West) to the point of tangency of the aforesaid curved Right of Way line; thence go North 20 degrees 46 minutes 49 seconds West along the aforesaid Westerly Right of Way line a distance of 143.10 feet; thence departing the aforesaid Westerly Right of Way line, go South 68 degrees 52 minutes 53 seconds West a distance of 2612.61 feet; thence go South 21 degrees 06 minutes 54 seconds East a distance of 941.38 feet; thence go North 69 degrees 13 minutes 35 seconds East a distance 2606.10 feet to the Point of Beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, and Section 30, Township 2 South, Range 31 West, Escambia County, Florida.

Commence at the Northwest corner of Section 5, Township 3 South, Range 31 West, Escambia County, Florida; thence go South 21 degrees 02 minutes 04 seconds East along the West line of said Section 5 a distance of 2329.80 feet to the Point of Beginning; thence go North 73 degrees 20 minutes 50 seconds East a distance of 581.67 feet to a point on the curved Westerly Right of Way line of Blue Angel Parkway (State Road 297, 200 foot R/W), concave to the East having a radius of 2964.79 feet; thence go Southerly along said curved Right of Way line having a radius of 2964.79 feet, an arc distance of 1592.05 feet (CH=1571.99 feet; CH BRG=South 04 degrees 18 minutes 01 seconds East); thence go south 66 degrees 33 minutes 21 seconds West a distance of 127.17 feet to a point on the aforesaid West line of Section 5, thence go North 21 degrees 02 minutes 04 seconds West along said West line a distance of 1556.16 feet to the Point of Beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, Escambia County, Florida.

AND

Commence at the Northwest corner of Section 5, Township 3 South, Range 31 West, Escambia County, Florida; thence go South 21 degrees 02 minutes 04 seconds East along the West line of said Section 5 a distance of 2329.80 feet; thence go North 73 degrees 20 minutes 50 seconds East a distance of 809.94 feet to a point on the curved Easterly Right of Way line of Blue Angel Parkway (State Road 297, 200 foot R/W) concave to the East having a radius of 2764.79 feet, said point being the Point of Beginning; thence continue North 73 degrees 20 minutes 50 seconds East a distance of 1127.45 feet; thence go South 21 degrees 06 minutes 51 seconds East a distance of 776.41 feet; thence go South 66 degrees 33 minutes 21 seconds West a distance of 1534.80 feet to a

A F 30552D



DESCRIPTION AS FURNISHED

ALL THAT PROPERTY LOCATED NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (STATE ROAD 292) IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 32 WEST, LESS AND EXCEPT THE FOLLOWING:

A. PARCEL 1 AS DESCRIBED IN OFFICIAL RECORD BOOK 772 AT PAGE 684

B. ALL OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, (LESS AND EXCEPT THE PROPERTY DESCRIBED IN PARCEL IV) AND THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, LYING EAST OF JONES SWAMP CREEK AND JOINING THE SOUTHERLY BOUNDARY OF PARCEL 1 ABOVE DESCRIBED.

C. THAT PROPERTY CONVEYED TO ESCAMBIA CHRISTIAN SCHOOL, INC., BY DEEDS RECORDED IN OFFICIAL RECORD BOOK 278 AT PAGE 852 AND OFFICIAL RECORD BOOK 489 AT PAGE 222 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 200 ACRES, MORE OR LESS.

D. THAT PROPERTY CONVEYED TO CLAUDE F. ALLISON AND DOROTHY D. ALLISON, HUSBAND AND WIFE, DESCRIBED IN OFFICIAL RECORD BOOK 547, PAGE 541 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 10.42 ACRES, MORE OR LESS.

E. THAT PROPERTY CONVEYED TO WALTER HUBERT SMITH AND EVELYN D. SMITH, HUSBAND AND WIFE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 562, PAGE 694 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE CONTAINING 10.1 ACRES, MORE OR LESS.

F. THAT PROPERTY CONVEYED TO WALTER HUBERT SMITH AND EVELYN D. SMITH, HUSBAND AND WIFE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 604, PAGE 300, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 2.0 ACRES, MORE OR LESS.

G. THAT PROPERTY CONVEYED TO DONALD McMAHON, JR., TRUSTEE , BY THAT INSTRUMENT RECORDED AT OFFICIAL RECORD BOOK 570, PAGE 438 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 120 ACRES, MORE OR LESS.

H. OFFICIAL RECORD BOOK 1715, PAGE 174, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

I. BLUE ANGEL PARKWAY RIGHT-OF-WAY.

MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 21 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 2329.80 FEET TO THE POINT OF BEGINNING;
THENCE GO NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 581.67 FEET TO A POINT ON THE CURVED WESTERLY RIGHT-OF-WAY LINE OF BLUE ANGEL PARKWAY (S.R. #297, 200' R/W), CONCAVE TO THE EAST HAVING A RADIUS OF 2964.79 FEET;
THENCE GO SOUTHERLY ALONG SAID CURVED RIGHT-OF-WAY LINE HAVING A RADIUS OF 2964.79 FEET, AN ARC DISTANCE OF 1592.05 FEET (CH = 1572.99'; CH BRG = S 04°18'01" E);
THENCE GO SOUTH 66 DEGREES 33 MINUTES 21 SECONDS WEST A DISTANCE OF 127.17 FEET TO A POINT ON THE AFORESAID WEST LINE OF SECTION 5;
THENCE GO NORTH 21 DEGREES 02 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 1556.16 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 9.962 ACRES.
AND:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 21 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 2329.80 FEET;
THENCE GO NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 809.94 FEET TO A POINT ON THE CURVED EASTERLY RIGHT-OF-WAY LINE OF BLUE ANGEL PARKWAY (S.R. #297, 200' R/W) CONCAVE TO THE EAST HAVING A RADIUS OF 2764.79 FEET, SAID POINT BEING THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 1127.46 FEET;
THENCE GO SOUTH 21 DEGREES 06 MINUTES 51 SECONDS EAST A DISTANCE OF 776.41 FEET;
THENCE GO SOUTH 66 DEGREES 33 MINUTES 21 SECONDS WEST A DISTANCE OF 1534.80 FEET TO A POINT ON THE AFORESAID CURVED EASTERLY RIGHT-OF-WAY LINE;
THENCE GO NORTHERLY ALONG SAID CURVED EASTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 2764.79 FEET, AN ARC DISTANCE OF 1018.71 FEET (CH = 1012.96'; CH BRG = N 02°43'47" E) TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 26.760 ACRES.

GENERAL NOTES

1. THE BEARINGS ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 297, SECTION 48190-2503, SHEET 1 OF 5, REVISION 11-16-78.
2. THE SURVEY DATUM IS REFERENCED TO DEEDS OF RECORD, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS AND EXISTING FIELD MONUMENTATION.
3. THE EASTERLY LINE OF PARCEL II-B WAS ESTABLISHED FROM EXISTING MONUMENTATION WHICH MATCHES THE SENIOR DEED OF OFFICIAL RECORD BOOK 570, PAGE 438, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. THE NORTHERLY LINE OF PARCELS II-A AND II-B WAS ESTABLISHED FROM EXISTING MONUMENTATION ALONG THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 278 AT PAGE 852 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
5. THERE ARE NO ENCROACHMENTS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON IS TRUE, CORRECT AND COMPLIES WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA TO THE BEST OF MY KNOWLEDGE AND BELIEF.

E. Wayne Parker 1/25/85

E. WAYNE PARKER, REGISTERED FLORIDA LAND SURVEYOR NO. 3683 DATED
CORP. NO. 00340

This drawing is the property of BASKERVILLE DONOVAN ENGINEERS, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.

NO.	DATE	APPR.	REVISION

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

BASKERVILLE-DONOVAN ENGINEERS, INC.
A PROFESSIONAL SERVICE ORGANIZATION
PENSACOLA · MILTON · DESTIN · DAYTONA BEACH

SCALE 1"=100' | DESIGNED | DRAWN R.MOORE | CHECKED | DATE 1-23-85
BY | DATE

NOT RELEASED FOR CONSTRUCTION

BOUNDARY SURVEY OF A PORTION OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

PREPARED FOR & REQUESTED BY: MR. SKIP EDWARDS

PROJECT NO. 619 | NO. 1 OF 1 SHEETS | INDEX

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point on the aforesaid curved Easterly Right of Way line; thence go Northerly along said curved Easterly Right of Way line, having a radius of 2764.79 feet, an arc distance of 1018.71 feet (CH=1012.96 feet, CH BRG=North 02 degrees 43 minutes 47 seconds East) to the Point of Beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, Escambia County, Florida.

Recorded in Public Records 06/23/2015 at 01:20 PM OR Book 7364 Page 409, Instrument #2015047066, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $61.00 Deed Stamps $0.70

PREPARED BY AND RETURN TO:
CHARLES L. HOFFMAN, JR. OF
SHELL, FLEMING, DAVIS & MENGE, P.A.
226 SOUTH PALAFOX PLACE
SEVILLE TOWER - NINTH FLOOR
PENSACOLA, FLORIDA 32502
FILE NO. H58.10488

STATE OF FLORIDA

COUNTY OF ESCAMBIA

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that E. K. Edwards a/k/a Edward K. Edwards, a single man, whose post office address is 3311 Copter Road, Pensacola, FL 32514, hereafter called Grantor, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does remise, release, and quitclaim to **Edward K. Edwards, as Sole Trustee of the Edward K. Edwards Revocable Trust under Agreement dated February 7, 2007, as the same may be amended from time to time,** whose address is 3311 Copter Road, Pensacola, FL 32514, hereafter called Grantee, (but which words Grantor and Grantee herein shall be construed in the plural as well as the singular if the context so permits or requires), and the heirs, executors, administrators, successors and assigns of Grantee, forever, the real properties in Escambia County, Florida, described as:

The South 264 feet of the East one-half of the West one-half of lot 3 less the North 40 feet of the South 160 feet of the East 70 feet and less the North 64 feet of the East 70 feet; DB 448 p. 209, less the East 72 feet of the South 120 feet less OR 31 p 11, County Road R/W; less the West 80 feet of the North 108 feet S/D West of the RR. Plat Deed Book 2 page 90, less OR 1512 p 911-Crenshaw.
Section 21, Township 1 South, Range 30 West.

AND

THE NORTH 40 FEET OF THE SOUTH 160 FEET OF THE EAST 70 FEET OF THE EAST HALF OF THE WEST HALF OF LOT 3, SUBDIVISION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, LYING WEST OF THE LOUISVILLE AND NASHVILLE RAILROAD AS PER PLAT RECORDED IN DEED BOOK 2 AT PAGE 90 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

AND

N 24 FT OF E 70 FT OF S 264 FT OF E ½ OF W ½ OF LT 3 S/D W OF RR PLAT DB 2 P 90 OR 412 P 448

Parcel Identification Number: 21-1S-30-1101-006-003

AND

W ½ LT 3 LESS S 264 FT OF E ½ LESS BEG AT NW COR OF LT 3 SLY ALG W LI OF LT TO N R/W LI OF DIAMOND RD ELY ALG RD 40 FT NLY PARL TO W LI OF LT 150 FT WLY & PARL TO N R/W LI OF DIAMOND RD 35 FT NLY & PARL TO W LI OF LT TO N LI OF LT WLY ALG N LI OF LT 5 FT TO POB LESS DB 396 P 83 & DB 493 P 251 RD R/W S/D W OF RR.
(Being the same property conveyed to Grantor herein by Ollie Mims by Quit Claim Deed date April 9, 1990, and recorded in the public records of Escambia County, Florida on December 17, 1990, under Clerk's filing number 845146).

Parcel Identification Number: 21-1S-30-1101-011-003

Less OR 544 P 711 Tex Edwards Co Inc Plat DB 2 P 90 Less OR 677 P 814 – Curry OR 6442 P 1681

AND

Each parcel is conveyed together with all right title and interest of Grantor to any and all real property located in Section 21, Township 1 South, Range 30 West, Escambia County, Florida.

AND

That portion of the East 1/2 of Lot 3 lying West of the Westerly right of way line of State Road 95 (Pensacola Blvd.) according to plat of subdivision of Section 21, Township 1 South, Range 30 West, lying West of the Louisville & Nashville Railroad as recorded in Deed Book 2 at Page 90, of the public records of Escambia County, Florida, more particularly described as follows, to-wit:

Commencing at a bronze bolt at the intersection of the South line of the aforementioned Lot 3 and the Westerly right of way line of State Road 95, thence Northwesterly along the Westerly right of way line of State Road 95, a distance of 28.57 feet to a concrete monument and the point of beginning; thence continue Northwesterly along the Westerly right of way line of State Road 95 a distance of 160 feet to a concrete monument; thence with an interior angle of 118 degrees 56 minutes run Westerly a distance of 52.59 feet to a concrete monument; thence with an interior angle of 90 degrees run Southerly a distance of 140.03 feet to a concrete monument on the North right of way line of Diamond Dairy Road; thence with an interior angle of 90 degrees run Easterly along the North right of way line of Diamond Dairy Road a distance of 130 feet to the point of beginning; all of the above described property lying and being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida.

AND

North 54 Feet of the West 80 Feet of the North 108 Feet of the South 264 Feet of the East Half of the West Half of the Lot Numbered 3 West of the Louisville and Nashville Railroad in the Subdivision of Section 21, Township 1 South, Range 30 West, as shown on Plat of the Subdivision of the said Section Appearing of Record at page 90 of Deed Book 2, of the Records of Escambia County, Florida, less and except the South 25 Feet Thereof for Roadway Purposes.

AND

The South 40 feet of the North 64 Feet of the East 700 Feet of the South 264 Feet of the East half of the West Half of Lot 3, a subdivision of Section 21, Township 1 South, Range 30 West, lying West of the Louisville and Nashville Railroad as per the Plat recorded in Deed Book 2 at Page 90 of the public records of Escambia County, Florida.

AND

Commence at the Southeast corner of the West ½ of Lot 3, lying West of the Pensacola Highway and West of the Louisville & Nashville Railroad, a subdivision of Section 21, Township 1 South, Range 30 West, according to plat thereof recorded in Deed Book 2, Page 90, of the public records of Escambia County, Florida; thence run Northerly along said half lot line a distance of 264 feet for point of beginning; thence continue Northerly along said half lot line a distance of 90 feet; thence run Westerly and at right angles to the line last traversed a distance of 90 feet; thence run Southerly and at right angles to the line last traversed a distance of 90 feet; thence run Easterly and at right angles to the line last traversed a distance of 90 feet to point of beginning; LESS any and all portions of said property which might lie within the right of way line of State Road 95 and Interstate 10 as conveyed to the State of Florida by deed from Ollie Mims, et ux, dated February 1, 1954, and recorded in Deed Book 396, Page 83, and dated July 15, 1958, recorded in Deed Book 493, page 251 of the public records of Escambia County, Florida;

Said property being that same real property conveyed by Deed of Realty executed by Ollie Mims and Leona Mims, husband and wife, to James Curry and Mable Curry, husband and wife, dated March 6, 1973, and recorded in Official Records Book 677 at Page 814 of the public records of Escambia County, Florida.

AND

The East 54 feet of the North 120 feet of the East 188 feet of the North one-half of Lot 12 of the subdivision of Section 25 and 27, Township 1 South, Range 30 West, according to plat recorded in Deed Book 89 at Page 226 of the public records of Escambia County, Florida. Less and except any portion lying within road right of way.

AND

Begin at the Northeast corner of lot 19, West along the North line of lot 102.4 feet, Southerly along Pen Court 38 feet, Southeasterly along the line dividing lots 18 and 19 148 feet, Northerly 135.8 feet to point of beginning, portion of lot 19, Block 9 First Addition to Pen Haven, plat book 3 page 14, Official Records Book 479 page 557, less Official Records Book 535 page 494 for road right of way, Section 34, Township 2 South, RAnge 30 West.

AND

Lot 18, Block 9, and Lot 26, Block 9, First Addition to Pen Haven, according to plat thereof recorded in Plat Book 3, at Page 14, of the public records of Escambia County, Florida.

AND

LT 20 BLK 9 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 763 P 505 LESS OR 526 RD R/W CA 173

AND

LT 25 BLK 9 OR 767 P 208 1ST ADDN TO PEN HAVEN PB 3 P 14 LESS OR 527 P 546 RD R/W CA 173

AND

The East 72.0 feet of the South 120.0 feet of the East 1/2 of the West 1/2 of Lot 3, Section 21, Township 1 South, Range 30 West, West of L&N Railroad, as recorded in Deed Book 2, Page 90 of the public records of Escambia County, Florida.
Less and Except the South 25 feet for Road Right-of-way.

Less OR 31 P 11 Plat DB 2 P 90

AND

THE WEST 80.00 FEET OF THE SOUTH 153.00 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF LOT 3; LYING WEST OF THE LOUISVILLE AND NASHVILLE RAILROAD, ACCORDING TO PLAT OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, RECORDED IN DEED BOOK 2 AT PAGE 90 OF THE PUBLIC RECORDS OF SAID COUNTY, LESS THE SOUTH 25.00 FEET FOR RIGHT-OF-WAY PURPOSES.

AND

THE SOUTH 54 FEET OF THE WEST 80 FEET OF THE NORTH 108 FEET OF THE SOUTH 264 FEET OF THE EAST ONE HALF OF THE WEST ONE HALF OF LOT 3, WEST OF THE L & N RAILROAD, IN THE SUBDIVISION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA. AS PER PLAT RECORDED IN DEED BOOK 2 PAGE 90 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

AND

Lot 18, Block 9, and Lot 26, Block 9, First Addition to Pen Haven, according to plat thereof recorded in Plat Book 3, at Page 14, of the public records of Escambia County, Florida.

Less OR 526 P 527 RD R/W CA173

AND

Commencing at the intersection of the Northerly right-of-way line of Gulf Beach Highway (State Road 292) and the Westerly right-of-way line of Dog Tract Road (State Road 297); thence North 23 degrees 39 minutes West along the aforesaid Westerly right-of-way line of Dog Track Road a distance of 2824.07 feet to the point of beginning of this description; thence continuing North 23 degrees 39 minutes West a distance of 957.10; thence South 66 degrees 00 minutes West a distance of 2611.37 feet to an intersection with the boundary of that certain parcel of land described in Record Book 489 at page 222 of the public records of Escambia County, Florida, and Deeded to Escambia Christian School, Inc., thence South 24 degrees 00 minutes East along the boundary of the aforementionod Escambia Christian School, Inc. property a distance of 941.18 feet; thence North 66 degrees 21 minutes East a distance of 2605.57 feet to the Point of Beginning of this description, said parcel containing 57 acres more or less, the above described parcel being more particularly described as:

Commence at the intersection of the Northerly right-of-way line of Gulf Beach Highway (S.R. 292, 100' R/W) and the Westerly right-of-way line of Dog Track Road (S.R. 297, 100' R/W); thence go North 20 degrees 31 minutes 49 seconds West along the aforesaid Westerly right-of-way line a distance of 2119.60 feet to a point of curvature; thence go along the curved right-of-way line to the left having a radius of 343,724.68 feet, an arc distance of 685.79 feet (CH = 685.79'; CH BRG = N 20 degrees 35 minutes 15 seconds West) to the point of beginning; thence continue along the aforesaid curved right-of-way line having a radius of 343,724.68 feet, an arc distance of 814.00 feet (CH = 814.00'; CH BRG = N 20 degrees 42 minutes 45 seconds West; to the point of tangency of the aforesaid curved right-of-way line; thence go North 20 degrees 46 minutes 49 seconds West along the aforesaid Westerly right-of-way line a distance of 143.10 feet; thence departing the aforesaid Westerly right-of-way line, go South 68 degrees 52 minutes 53 seconds West a distance of 2612.61 feet; thence go South 21 degrees 06 minutes 54 seconds East a distance of 941.38 feet; thence go North 69 degrees 13 minutes 35 seconds East a distance of 2696.10 feet to the point of beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, and Section 30, Township 2 South, Range 31 West, Escambia County, Florida, and contains 58.866 acres.

AND

Commence at the Northwest corner of Section 5, Township 3 South, Range 31 West, Escambia County, Florida; thence go South 21 degrees 02 minutes 04 seconds East along the West line of said Section 5 a distance of 2329.80 feet to the point of beginning; thence go North 73 degrees 20 minutes 50 seconds East a distance of 581.67 feet to a point on the curved Westerly right-of-way line of Blue Angel Parkway (S.R. #297, 200' R/W), concave to the East having a radius of 2964.79 feet; thence go Southerly along said curved right-of-way line having a radius of 2964.79 feet, an arc distance of 1592.05 feet (CH = 1572.99'; CH BRG = S 04 degrees 18 minutes 01 seconds East); thence go South 66 degrees 33 minutes 21 seconds West a distance of 127.17 feet to a point on the aforesaid West line of Section 5, Thence go North 21 degrees 02 minutes 04 seconds West along said West line a distance of 1556.16 feet to the point of beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, Escambia County, Florida, and contains 9.962 acres.

AND

Commence at the Northwest corner of Section 5, Township 3 South, Range 31 West, Escambia County, Florida; thence go South 21 degrees 02 minutes 04 seconds East along the West line of said Section 5 a distance of 2329.80 feet; thence go North 73 degrees 20 minutes 50 seconds East a distance of 809.94 feet to a point on the curved Easterly right-of-way line of Blue Angel Parkway (S.R. #297, 200' R/W) concave to the East having a radius of 2764.79 feet, said point being the point of beginning; thence continue North 73 degrees 20 minutes 50 seconds East a distance of 1127.46 feet; thence go South 21 degrees 06 minutes 51 seconds East a distance of 776.41 feet; thence go South 66 degrees 33 minutes 21 seconds West a distance of 1534.80 feet to a point on the aforesaid curved Easterly right-of-way line; thence go Northerly along said curved Easterly right-of-way line, having a radius of 2764.79 feet, an arc distance of 1018.71 feet (CH = 1012.96'; CH BRG = N 02 degrees 43 minutes 47 seconds East) to the point of beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, Escambia County, Florida, and contains 26.760 acres.

LESS OR 2766 P 801 HENRY LESS OR 4647 P 908 BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA LESS OR 4647 P 904 NASH ET AL

None of the above described properties is the Grantor's homestead property.

The Trustee herein is hereby conferred with the power and authority to protect, conserve, sell, lease, encumber, convey and otherwise manage and dispose of the above described property pursuant to the provisions of Section 689.071, Florida Statutes. The interest of any beneficiary hereunder is hereby defined and declared to be personal property only.

The preparer of this deed represents that: this deed has been prepared at the express direction of the grantor and grantee solely from the legal description provided to the preparer by the grantor and grantee; that no title search, or inspection of the above-described property has

been performed by the preparer; that the title to the above-described property has not been examined by the preparer; and that the preparer makes no representations, warranties or guarantees whatsoever as to the status of the title to or ownership of said property.

To have and to hold, unto the said Grantee, their heirs and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Notwithstanding, the title of Quitclaim Deed, the Grantor does hereby fully warrant title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to any exceptions set forth herein as to the property conveyed to Grantor by Warranty Deed.

IN WITNESS WHEREOF, this instrument has been executed by Grantor under the hand and seal of Grantor this 23 day of June, 2015.

Signed, sealed and delivered in the presence of:

Print Name:

Print Name:

E. K. Edwards a/k/a Edward K. Edwards

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of June, 2015, by E. K. Edwards a/k/a Edward K. Edwards, who is personally known to me or who has produced a valid driver's license as identification.

Carol J. Miller
Notary Public, State of Florida
Comm. Expires Oct. 5, 2018
Comm. No. FF147550

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Carol J. Miller

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Reference:	053S311500000000
Account:	101726450
Owners:	BIZZELL THOMAS M & SHARRON MARTIN S SUCCESSOR COTRUSTEES FOR EDWARDS EDWARD K REVOCABLE TRUST 02/07/2007
Mail:	C/O THOMAS M BIZZELL 3250 W NAVY BLVD PENSACOLA, FL 32505
Situs:	2700 BLK BLUE ANGEL PKWY 32506
Use Code:	VACANT INDUSTRIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$184,272	$0	$184,272	$184,272
2018	$184,272	$0	$184,272	$184,272
2017	$184,272	$0	$184,272	$184,272

Disclaimer

Tax Estimator

> File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/29/2016	7645	98	$100	OT	View Instr
06/23/2015	7364	409	$100	QC	View Instr
02/1985	2025	517	$198,400	WD	View Instr
09/1984	1973	297	$330,800	CT	View Instr
01/1973	607	170	$85,000	WD	View Instr
04/1972	1481	114	$85,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2019 Certified Roll Exemptions
None

Legal Description
PARCEL I BEG AT INTER OF NLY R/W LI OF GULF BEACH HWY (ST RD 292) AND WLY R/W LI OF DOG TRACT RD (ST RD 297) N...

Extra Features
None

Parcel Information

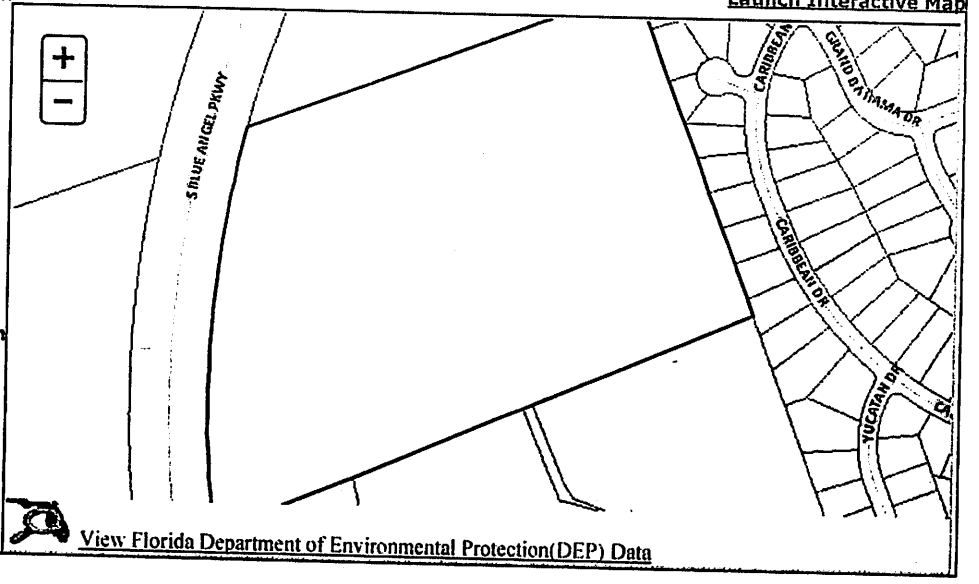
Launch Interactive Map

Section Map Id:
05-3S-31-2

Approx. Acreage:
27.7090

Zoned:
HC/LI

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 2700 BLK BLUE ANGEL PKWY

Real Estate Account #10-1726-450 | Parcel details | Latest bill | View/Print full bill history | Print this page

2019	2018	2017	2016	...	2008
PAID	PAID	PAID	PAID		PAID

Apply for the 2020 Installment Payment Plan

Get Bills by Email

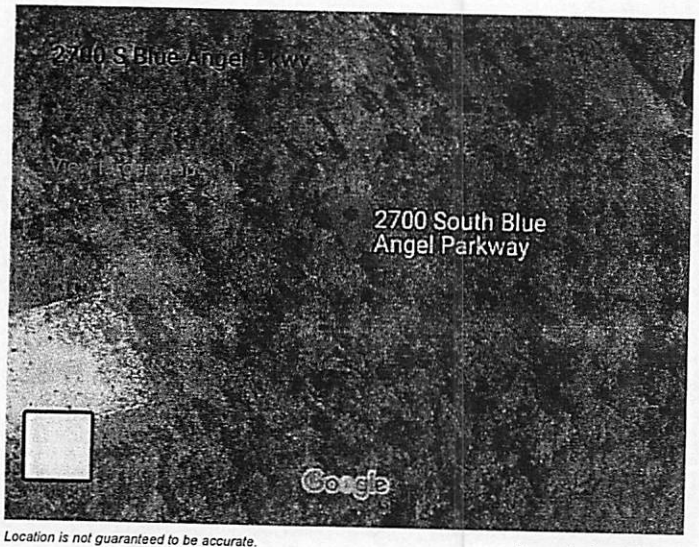
PAID 2019-11-05
$2,445.17
Receipt #189-19-00320528
Print Paid Bill

Owner: BIZZELL THOMAS M &
C/O THOMAS M BIZZELL
3250 W NAVY BLVD
PENSACOLA, FL 32505
and 1 other

Situs: 2700 BLK BLUE ANGEL PKWY

Account number: **10-1726-450**
Alternate Key: 26856
Millage code: 06
Millage rate: 13.7362

Assessed value: 184,272
School assessed value: 184,272
Unimproved land value: 184,272



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

Ad valorem:	$2,531.21
Non-ad valorem:	$15.84
Total Discountable:	2547.05
No Discount NAVA:	0.00
Total tax:	$2,547.05

Legal description

PARCEL I BEG AT INTER OF NLY R/W LI OF GULF BEACH HWY (ST RD 292) AND WLY R/W LI OF DOG TRACT RD (ST RD 297) N 23 DEG 39 MIN W ALG SD WLY R/W LI OF DOG TRACT RD 2824 07/100 FT FOR POB CONT N 23 DEG 39 MIN W 957 10/100 FT S 66 DEG 0 MIN W 2611 37/100 FT TO INTER WITH BOUNDARY LI OF PROP DESCRIBED IN OR 489 P 222 S 24 DEG 0 MIN E ALG SD PROP LI 941 18/100 FT N 66 DEG 21 MIN E 2605 57/100 FT TO POB ALSO PARCEL II ALL PROP LOCATED N OF NLY R/W LI OF GULF BEACH HWY (ST RD 292) IN SEC 5 LESS PARCEL I DESCRIBED ABOVE OR 2025 P 517 OR 7364 P 409 OR 7645 P 98 AND LESS ALL SE 1/4 OF SEC 5 (LESS PARCEL IV DESCRIBED IN OR 607 P

Location

Geo number:	053S311500000000
Range:	31
Township:	3S
Section:	05
Block:	000
Lot:	000
Use code:	4000
Total acres:	27.710

Addresses

Other owners: SHARRON MARTIN S SUCCESSOR COTRUSTEES FOR

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FUTURE LAND USE MAP (FLUM) AMENDMENT

For

The Preserve at Perdido
Parcel ID: 05-3S-31-1500-000-000
Escambia County, Florida

December 2019

Prepared by:

REBOL-BATTLE & ASSOCIATES, LLC.
Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

Prepared for:
Southland Contracting, Inc.
c/o Mark Conner

RBA Project No.: 2017.253

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2. General Property Information 1
3. Compatibility Analysis 2
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6. Consistency with Comprehensive Plan 5

SUPPLEMENTAL DOCUMENTS

A. Project Location, Existing Zoning Map, Existing Future Land Use Map, Proposed Future Land Use Map, Current Land Use Map, and Surrounding Roads Map
B. Emerald Coast Utilities Authority (ECUA) – Water and Sewer Availability Letter
C. Escambia County Schools Level of Service Determination (Source: Escambia County School District)
D. Wetland Maps (Source: Wetland Sciences, Inc.)
E. Historical & Archeological Data (Source: Florida Master Site File)
F. Power (Source: Gulf Power)

1. Introduction

This report provides a written request for a Future Land Use Map (FLUM) Amendment of Parcel Number 05-3S-31-1500-000-000 in Pensacola, Florida. The existing FLUM designation for the property is Commercial (Com). The desired FLUM Classification is Mixed-Use Urban (MU-U). The parcel is zoned HC/LI. This zoning district allows for multi-family developments. However the current FLU of Commercial (Com) requires a commercial component be included when developing a property. Since no commercial component is proposed, a FLU category more appropriate for multi-family developments is requested, (MU-U). This request is a less intensive category than exists currently.

2. General Property Information

PROPERTY ADDRESS:	2700 Block of Blue Angel Parkway
PARCEL ID #:	05-3S-31-1500-000-000
INTENDED PROPERTY USE:	Apartment Complex
PROPERTY OWNER:	Edwards Edward K Revocable Trust 3250 W Navy Blvd Pensacola, FL 32505
DEVELOPER:	Southland Contracting, Inc. c/o Mark Conner
AUTHORIZED AGENT:	Kerry Anne Schultz, Esquire Fountain, Schultz & Bridgford, PLLC. 2045 Fountain Professional Ct., Ste A Navarre, FL 32566
LEGAL DESCRIPTION:	See enclosed Boundary Survey
PROOF OF OWNERSHIP:	See enclosed Tax Ownership Documents
CURRENT ZONING:	Heavy Commercial/ Light Industrial (HC/LI)
CURRENT FLU:	Commercial (Com)
PROPOSED FLU:	Mixed-Use Urban (MU-U)

The property is located at 2700 Block of Blue Angel Parkway in Escambia County, approximately 1,800 feet north of the intersection of Blue Angel Parkway and Sorrento Road. The parcel includes approximately 27.7 acres of property (17.42 acres of uplands) along the east side of Blue Angel Parkway. Maps of the existing property are included in the "Supplemental Documents" section of this report.

The requested FLUM Amendment to MU-U would allow for development of up to twenty-five (25) dwelling units per acre for the site. The developer is anticipating construction of approximately 312 units which calculates to 17.9 dwelling units per acre (312 units ÷ 17.42

acres) on the uplands portion of the property. Total proposed density equates to 11.3 units/acre (312 units ÷ 27.7 acres)

3. Compatibility Analysis

The correct FLU category of the property is Commercial (Com). The desired FLUM Category is Mixed-Use Urban (MU-U). Existing properties adjacent to the subject property have the following FLUM designations:

Current FLUM Designations of Surrounding Properties

North:	Mixed-Use Suburban (MU-S)
South:	Commercial (Com)
East:	Mixed-Use Suburban (MU-S)
West:	Conservation (Con)

Maps of the above listed properties and their designations is included in the "Supplemental Documents" section of this report. The maps show the limits of the Commercial (Com), Conservation (Con) and Mixed-Use Suburban (MU-S) FLUM categories. Outside of the adjacent properties, the surrounding areas to the east is predominantly designated as MU-S.

Based on the surrounding property information, the proposed land use amendment is considered compatible with adjacent land uses.

4. Public Facilities Impacts

The desired Zoning and Future Land Use Map changes have been analyzed to determine what impacts the maximum development conditions would have to the various public facilities and infrastructure that currently exists and serves the site. As mentioned, the requested FLUM Amendment to MU-U would allow for development of up to twenty-five (25) dwelling units per acre for the site; however the developer is anticipating construction of a maximum 312 residential units (11.3 units/acre). The FLU requested and the proposed use is considered a reduction in intensity over the current FLU of Commercial.

The following analysis compares impacts to public facilities for current conditions and future conditions (years 2019 & 2030) based on the maximum density calculated (312 dwelling units)

4.1 Sanitary Sewer

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for sanitary sewer collection. An existing ECUA 16" sanitary force main located on Blue

Angel Parkway. Construction of an on-site sanitary lift station and connection to the existing force main would be proposed if designed, permitted and approved by ECUA.

The estimated sanitary sewer demand for the maximum development conditions of 312 dwelling units is approximately 46,800 gallons per day (150 gallons per household per day x 312 households). The Emerald Coast Utilities Authority has indicated that they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter in included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide sanitary sewer collection service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.2 Solid Waste Disposal

Solid waste collection service for development of the subject property shall be provided by the Emerald Coast Utilities Authority. Disposal of solid waste in the region is routed to the Perdido Landfill in Cantonment, Florida. The landfill is operated by the Escambia County Department of Waste Management.

Projected solid waste for the proposed development can be estimated at 6,552 pounds per day (6ppc/day x 312 units x 3.5 persons per unit). This value is estimated for a 312 dwelling units and, according to ECUA and Escambia County officials, is within the population projections for the landfill. Any future development of the site will not adversely affect the County landfill Level of Service (LOS).

4.3 Potable Water

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for potable water distribution. An existing ECUA water service main (12") and an existing ECUA water transmission main (24") is located along the east side of Blue Angel Parkway. Connection to the 12" water main is proposed.

The estimated potable water demand for the maximum development conditions of 312 dwelling units is approximately 46,800 gallons per day (150 gallons per apartment unit per day x 312 households). The Emerald Coast Utilities Authority has indicated that they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter in included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide potable water service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.4 Stormwater Management

Stormwater management systems shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of

Environmental Protection, the Florida Department of Transportation and the Northwest Florida Water Management District. Current regulations require the site to obtain permitting through the State of Florida's Environmental Resource Permitting (ERP) program with design criteria that includes water quality and flood control devices which meet the current County and State requirements. The site stormwater system will be designed to attenuate a 100-yr storm event and treat the first 1" of runoff.

The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

4.5 Traffic

The subject property includes approximately 1,051 feet of frontage along Blue Angel Parkway. Access to the site shall be provided with a proposed connection to Blue Angel Parkway. Further review and analysis shall be required for the permitting of the future connection and the determination of any need for left/right turn lane additions.

4.6 Recreation and Open Space

Escambia County provides the community with a number of parks, recreation facilities and open spaces. The proposed FLUM amendment shall not exceed the capacity for such facilities however use of the existing County recreational facilities will be enjoyed by the residents of the proposed development.

4.7 Schools

The requested Future Land Use Map amendment would allow for a greater density of the existing property. The proposed development propses 312 dwelling units which would generate a potential impact to Escambia County schools, however discussions with School Board officials revealed that schools within the County currently have the capacity for the proposed density. According to the Escambia County School District, the proposed project meets the level of service requirements of the Florida Statutes. A copy of the School District's "Level of Service Determination" letter is included in the "Supplemental Documents" section of this report.

4.8 Power

Gulf Power has confirmed infrastructure and service available to the property to service development under the requested FLU categories. See letter from Gulf Power included in the "Supplemental Documents" section of this report.

5. Environmental, Historical and Archeological Impacts

Environmental impacts to the existing property shall be minimal. The subject property size totals roughly 27.7 acres. No known wellheads are located near the property. Conversations with officials from both Escambia County and ECUA confirmed that no wellheads are in the

project vicinity. According to officials, the closest known wellhead is over three (3) miles north east of the property.

The majority of the site is heavily wooded and is currently used as grazing lands, croplands, and timberlands. The southern and northwestern portions of the site include significantly sized wetland areas. These wetland areas have been identified and delineated totaling approximately 10.28 acres. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

A preliminary investigation of the site shows no current signs of threatened or endangered species present on the property. The existing land cover on the northern and southern portions of the property consists of freshwater forested wetland/shrub complex and surface water complexes. Any protected trees or vegetation shall be identified prior to development.

The State of Florida Division of Historical Resources was contacted regarding the subject property. A preliminary historic and archeological investigation revealed no significant buildings, bridges, sensitive areas or other items of historical significance on or near the property. The discovery of such items is highly unlikely in the region. A copy of the correspondence received from the Florida Master Site File is included in the "Supplemental Documents" portion of this report.

6. Consistency with Comprehensive Plan

The following discussion demonstrates that the proposed Future Land Use Map amendment is consistent with the adopted Escambia County Comprehensive Plan (2030). Applicable sections from the Comprehensive Plan have been included with responses following each section.

GOAL CMS 1 CONCURRENCY MANAGEMENT SYSTEM: Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

> **RESPONSE:** *The proposed development is within the level of service provided by the County and the infrastructure will not be negatively impacted or degraded. In addition, the applicant understands the development must meet County standards concurrent with the CMS requirements.*

OBJ FLU 1.5: Sustainable Development - Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land use patterns.

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

RESPONSE: *The Future Land Use Change request for the property is Mixed-Use Urban (MU-U). The properties to the east (outside of those immediately adjacent to the property) are designated MU-S; therefore, compact development is continuing to be promoted in this region. In addition, the maximum densities are desired, on-site wetlands limit the development to 11.3 units per acre, 25 units per acre is allowed.*

Chapter 10: Infrastructure Element - The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

RESPONSE: *The subject parcel is located in Escambia County. As proven in Section 4 of this report, the proposed FLUM amendment for the subject parcel meets the goals, objectives and policies regarding potable water, wastewater, solid waste, stormwater management, traffic, schools, and aquifer protection. See attached availability letters in the "Supplemental Documents" section of this report.*

OBJ CON 1.3: Surface Water Resources - Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

CON 1.3.1: Stormwater Management - Escambia County shall protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE: *Stormwater management facilities shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection and the Northwest Florida Water Management District. The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.*

CON 1.3.6: Wetland Development Provisions - Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses at a maximum of one unit per five acres or to the density established by the future land use map containing the parcel, whichever is more restrictive, or one unit per lot of record if less than five acres in size. (For this policy, lots of record do not include contiguous multiple lots under single ownership.)

a. **With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:**
   1. **Wetlands that are contiguous to Class II or Outstanding Florida Waters;**
   2. **Wetlands located in the FEMA Special Flood Hazard Areas;**
   3. **Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the Florida Fish and Wildlife Conservation Commission (FFWCC) or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Ordinance as Exhibits O and P, respectively.**

RESPONSE: *The wetland areas on the subject property have been identified and delineated. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.*

OBJ CON 1.4: Groundwater Resources - Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.

CON 1.4.1: Wellhead Protection - Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

RESPONSE: *The subject parcel is located approximately three and a half (3.5) miles from the nearest wellhead owned by ECUA. No wellhead impacts are anticipated.*

SUPPLEMENTAL DOCUMENTS

For

The Preserve at Perdido
Parcel ID: 05-3S-31-1500-000-000
Escambia County, Florida

December 2019

Prepared for:
Southland Contracting, Inc.
c/o Mark Conner

RBA Project No.: 2017.253

Prepared by:

REBOL-BATTLE & ASSOCIATES, LLC.
Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

SECTION "A"

- Project Location
- Existing Zoning Map
- Existing Future Land Use Map
- Proposed Future Land Use Map
- Current Land Use Map
- Surrounding Roads Map

Project Location



December 12, 2019

polygonLayer

Override 1

County Outline

1:192,860

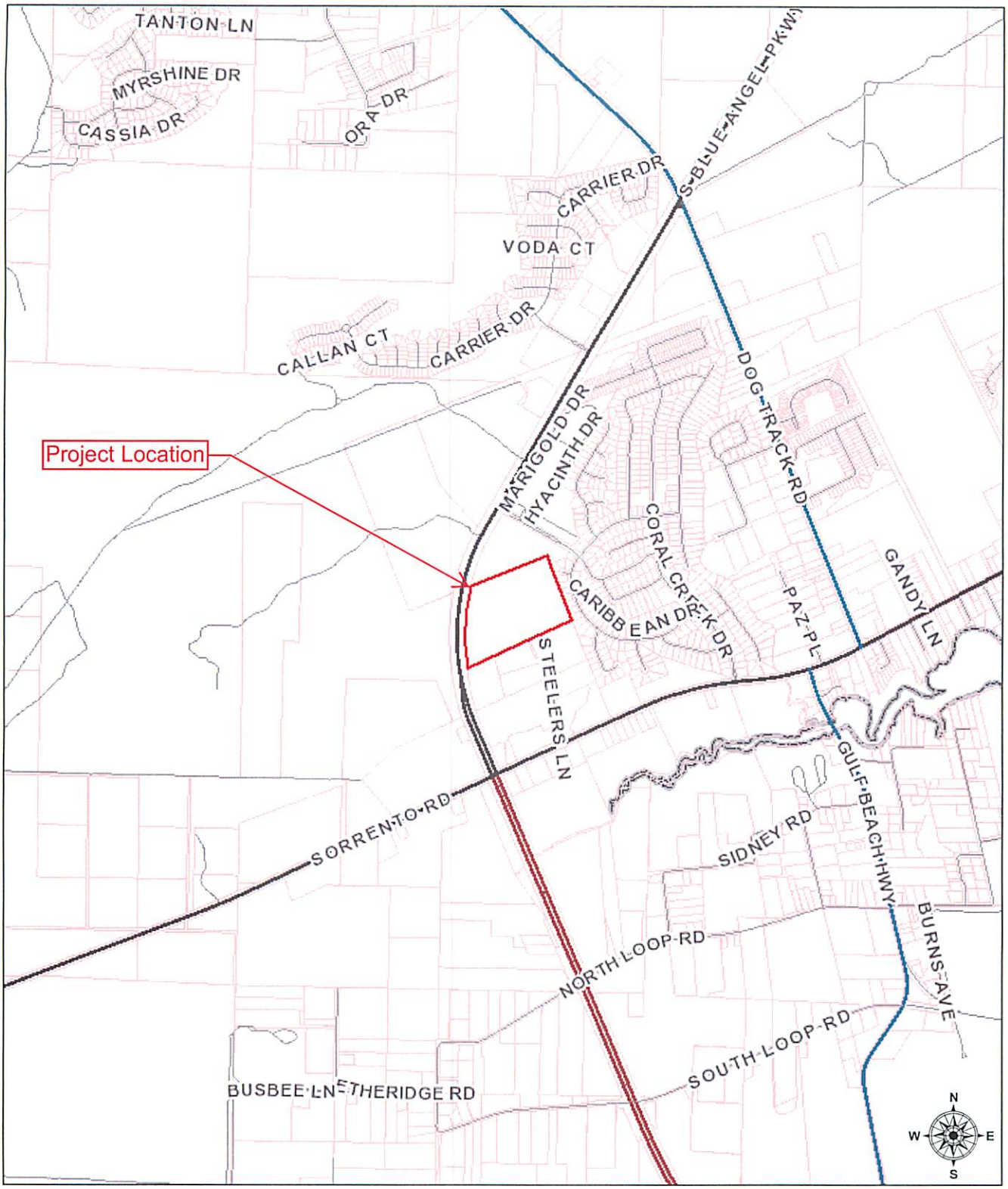
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0 2.5 5 10 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2019

Project Location



December 12, 2019

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

polygonLayer

Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

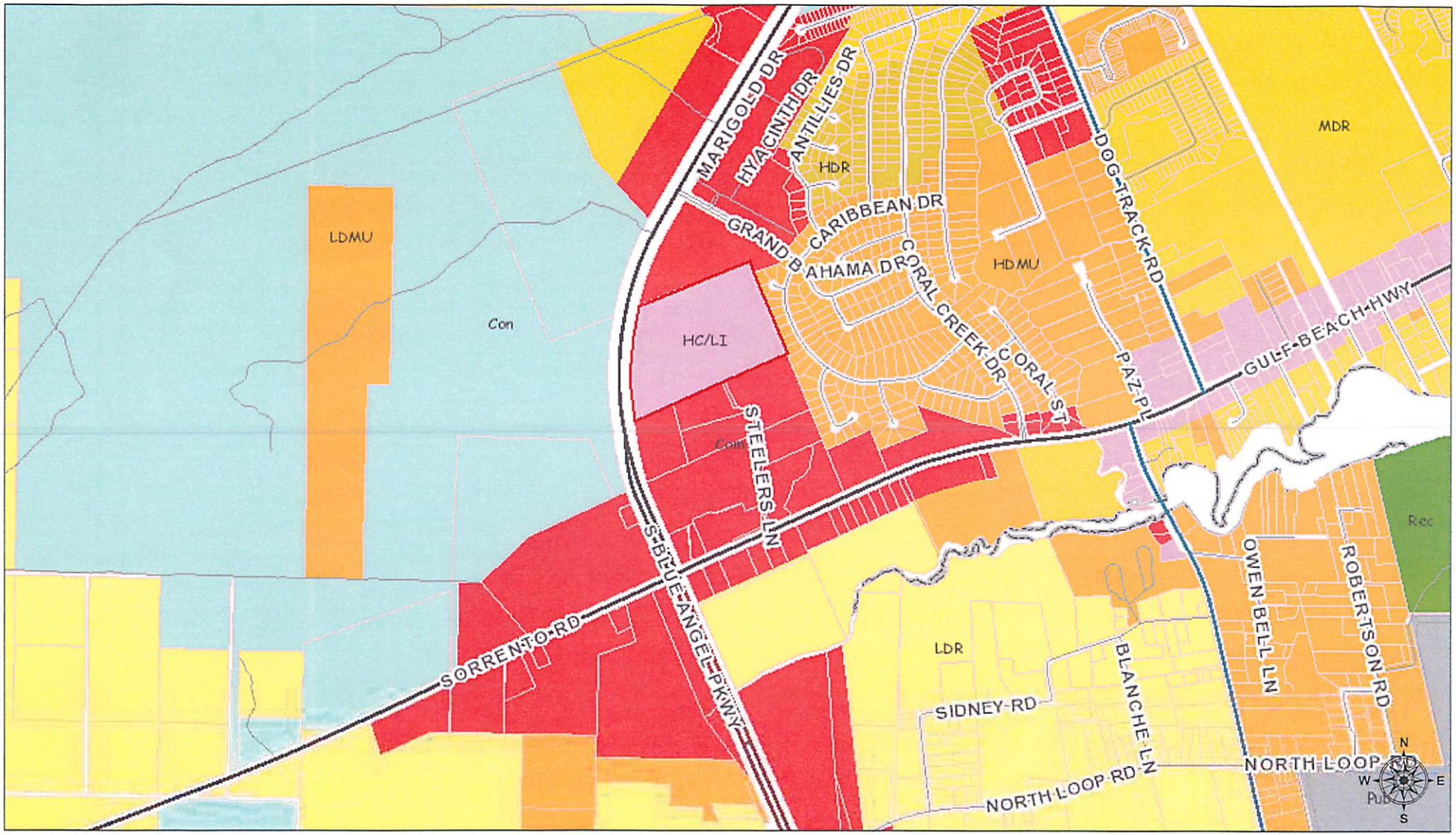
Parcels

County Outline

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2019

Existing Zoning Map



December 12, 2019

polygonLayer **Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels

1:16,523

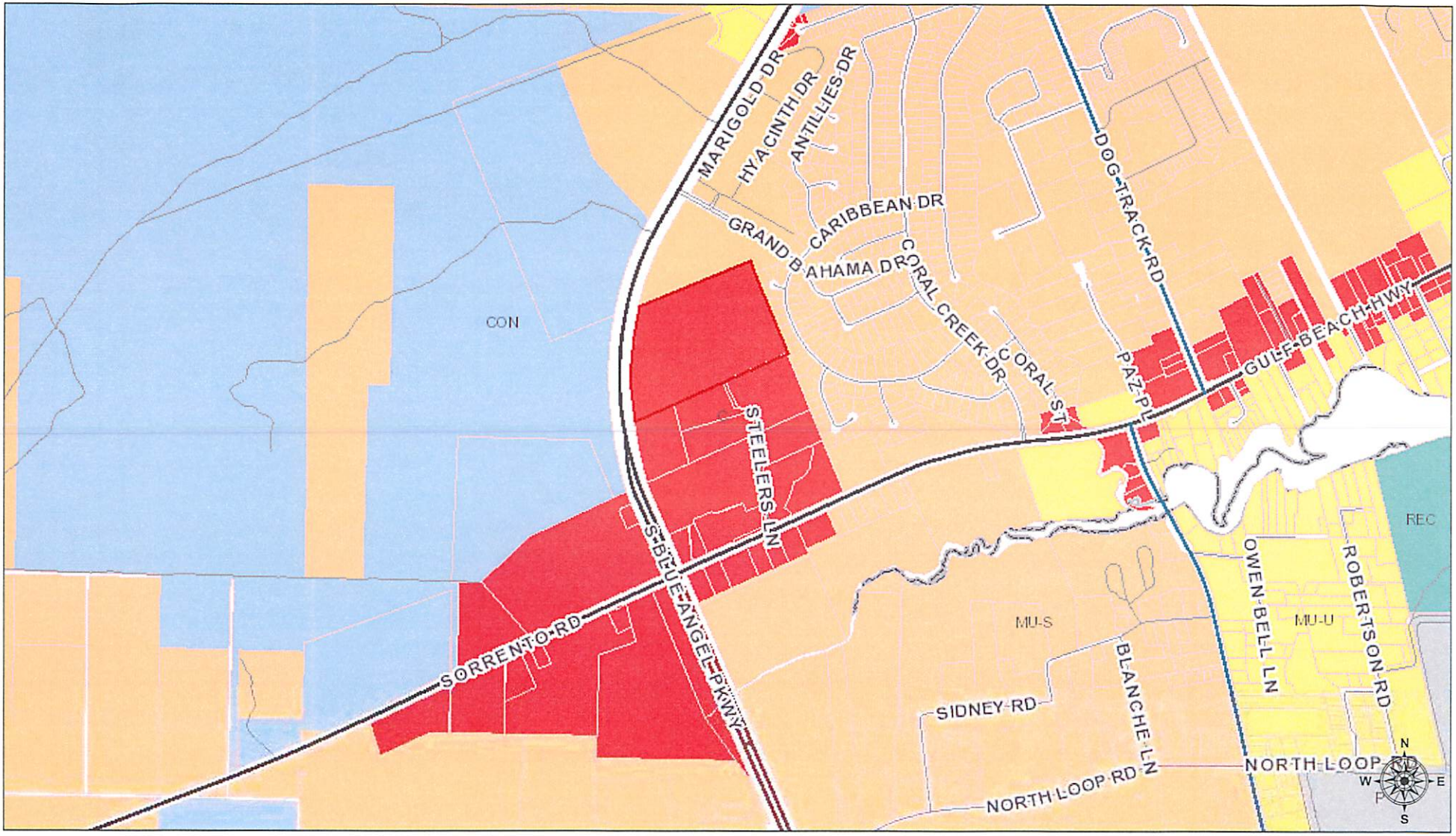
0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2019

Existing Future Land Use



December 12, 2019

polygonLayer **Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels

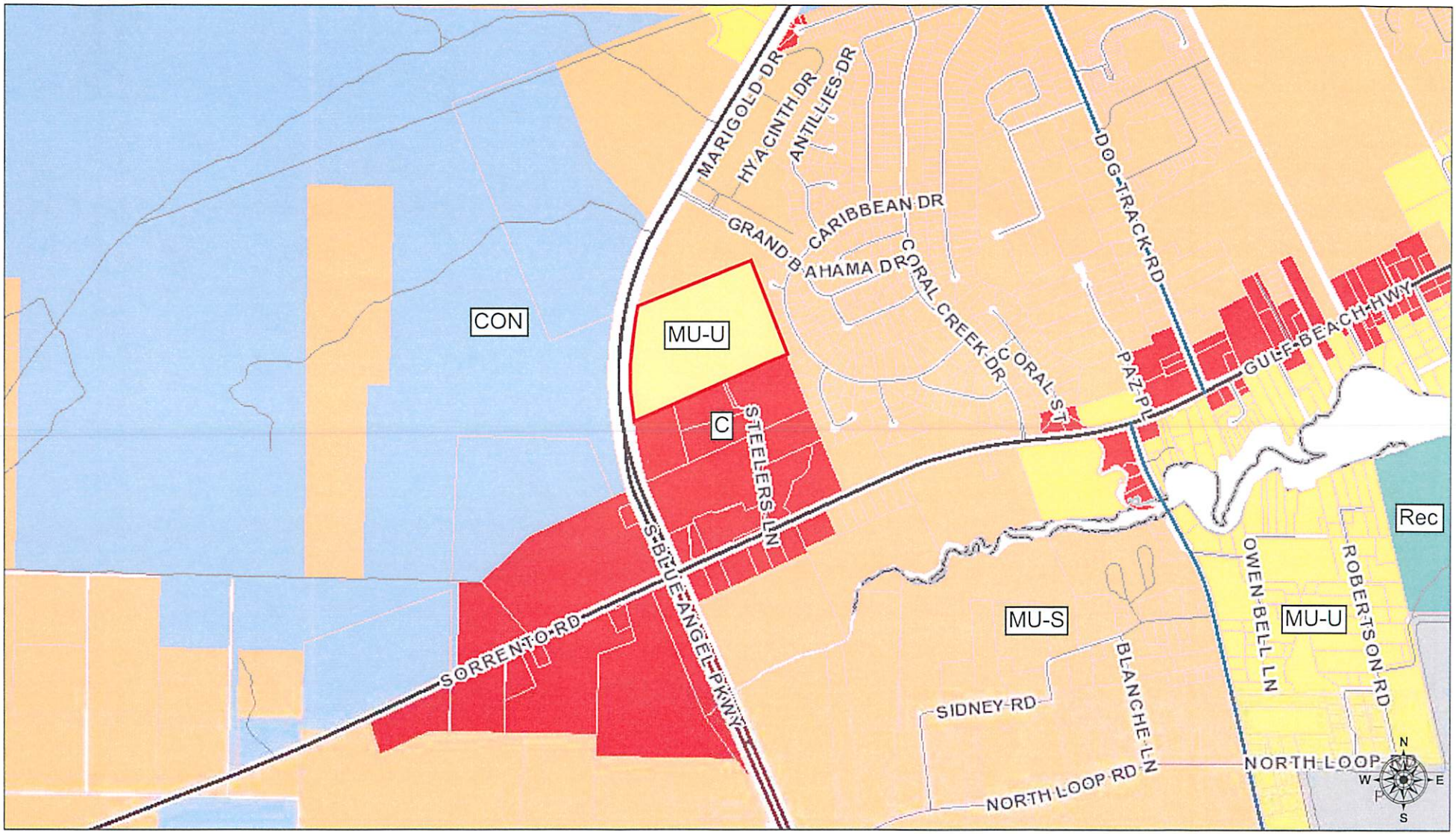
1:16,523

0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Proposed Future Land Use



December 12, 2019

polygonLayer **Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels

1:16,523

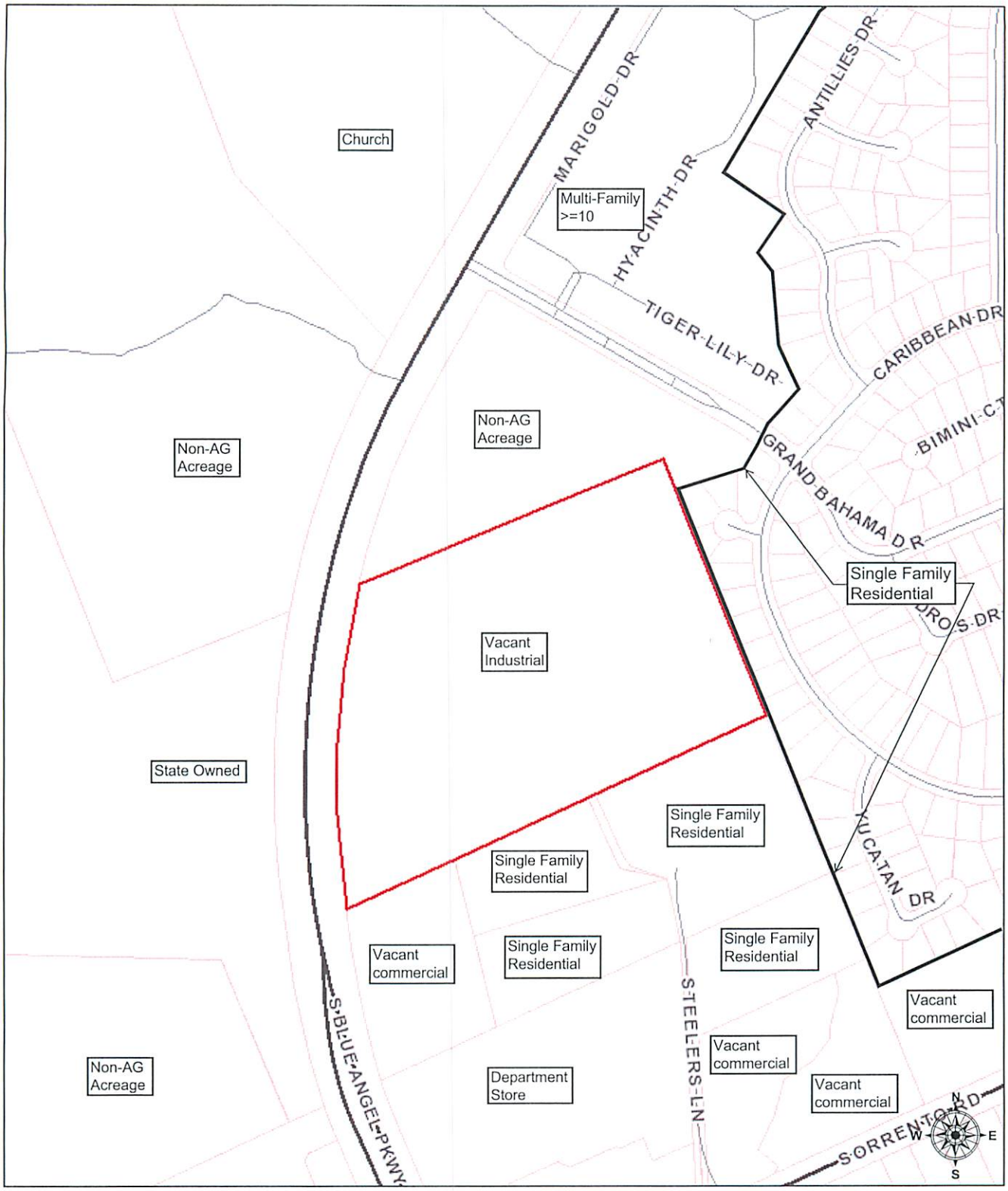
0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2019

Current Land Use



December 12, 2019

1:6,027

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

polygonLayer

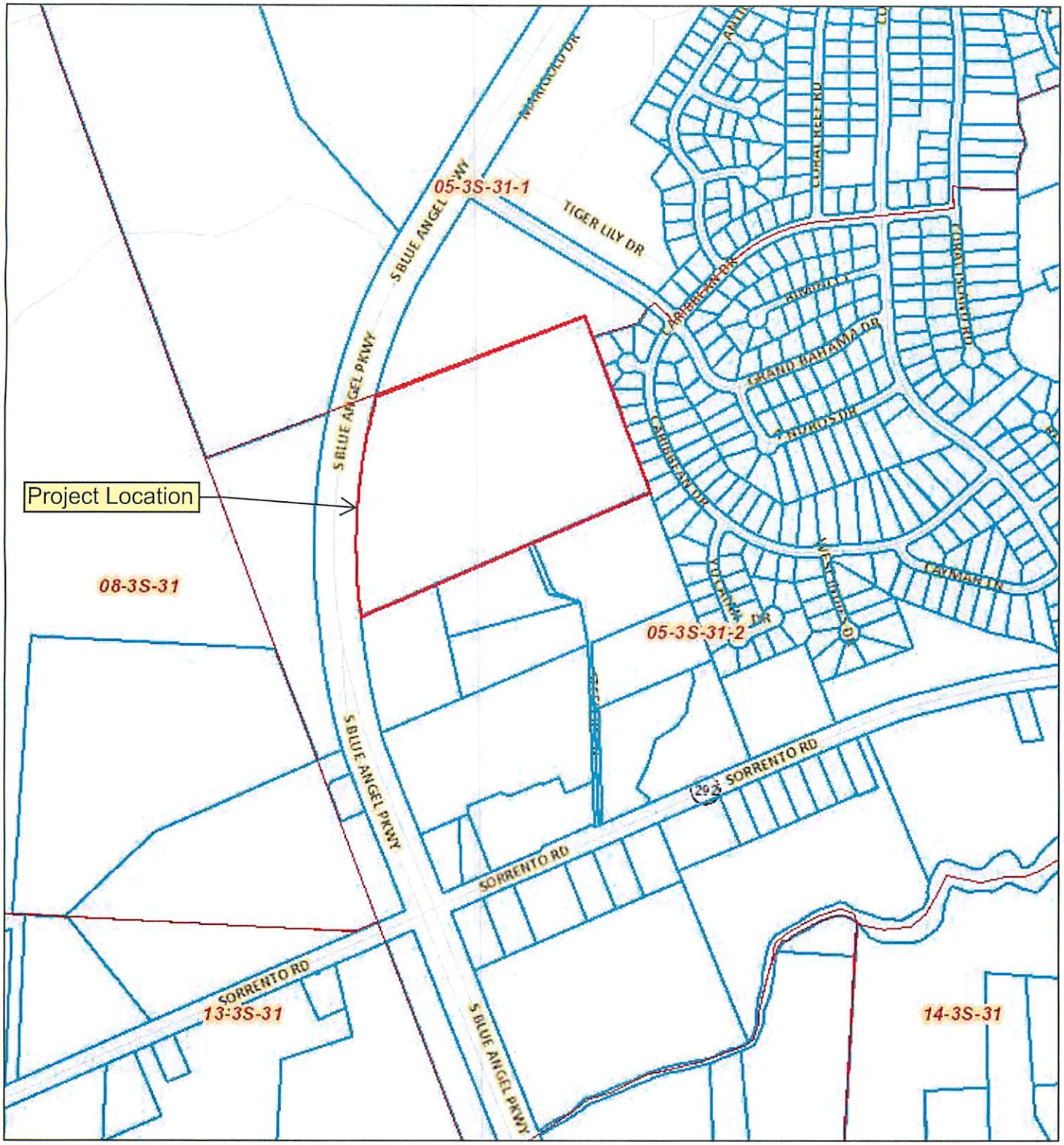
Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels
- County Outline

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Chris Jones Escambia County Property Appraiser



December 12, 2019

1:8,050

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

polygonLayer

Override 1

Map Grid

Property Line

Surrounding Roads Map

SECTION "B"

Emerald Coast Utilities Authority (ECUA) Water and Sewer Availability Letter

EMERALD COAST
UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850-476-5110 • fax: 850-969-3308

December 13, 2019

Rebol-Battle & Associates, LLC
Attn: Patrick Hartman, EI
2301 N. 9th Avenue, Suite 300
Pensacola, Florida 32503

RE: Blue Angel Apartments
2700 Block of Blue Angel Parkway
Pensacola, Florida 32506
Letter of Capacity Reservation

Dear Mr. Hartman:

ECUA is in receipt of your inquiry concerning the availability of ECUA service/s for the above-referenced project. ECUA provides Potable Water Production Well and/or Wastewater Treatment Plant Capacity Letters exclusively to assist with your permitting efforts through Escambia County's development and concurrency review process. The administration of the concurrency review process is the sole responsibility of Escambia County, and ECUA plays no role in it.

For the purpose of concurrency review only, ECUA anticipates no problems in potable water production well capacity or wastewater treatment plant capacity for the flow rates indicated on your inquiry/request form. This letter is valid for a period not to exceed one (1) year from the date of issuance.

This letter does not guarantee that ECUA's existing water distribution or sanitary sewer collection infrastructure (mains, lift stations, etc.) in the area of your project are sufficient to serve your project; instead, this letter solely addresses potable water production well capacity and/or wastewater treatment plant capacity. Therefore, the project referenced above may require various extensions, additions, upgrades, and/or modifications to the existing ECUA water and/or sewer infrastructure that you, as the Developer, may be required to pay for and install as part of your project.

All extensions, additions, upgrades, and/or modifications to the potable water or sewer collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Please submit your project to ECUA Engineering so we can work with your Engineer of Record to evaluate your project's potable water distribution and sanitary sewer collection system needs.

Sincerely,

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

Vicki Campbell District One | **Lois Benson** District Two | **Cedric Alexander** District Three | **Dale Perkins** District Four | **Larry Walker** District Five

Capacity Reservation Request Form

Request for Water Well Capacity Reservation
and/or Wastewater Plant Capacity Reservation

Date: December 12, 2019 Service Requested: Water Well X Sewer Plant X

Name of Project: Blue Angel Apartments Area (Acres): 27.7

Project Address: 2700 Block of Blue Angel Parkway

***THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (attach location map):**

Type Development: Residential____ Commercial X Industrial____ Other____

(Explain) Apartment Complex

Number and/or Size of Units: 312 units

Estimated Flow: (Average Day) Water 62,400 Sewer 62,400

How will water and/or sewer be provided if not from ECUA? N/A

Special Requirements: N/A

Owner of Property: (type or print) Edwards Edward K Revocable Trust

Address: 3250 W Navy Blvd Phone: _____

Developer: (type or print) _____

Address: _____ Phone: _____

Engineer: (type or print) Rebol-Battle & Associates

Address: (type or print) **2301 N 9th Ave** Phone: 850-438-0400 Email: patrickh@rebol-battle.com

Submitted By: (type or print) Patrick Hartman Title: _____

Signature of Submitter: _____ Title: _____

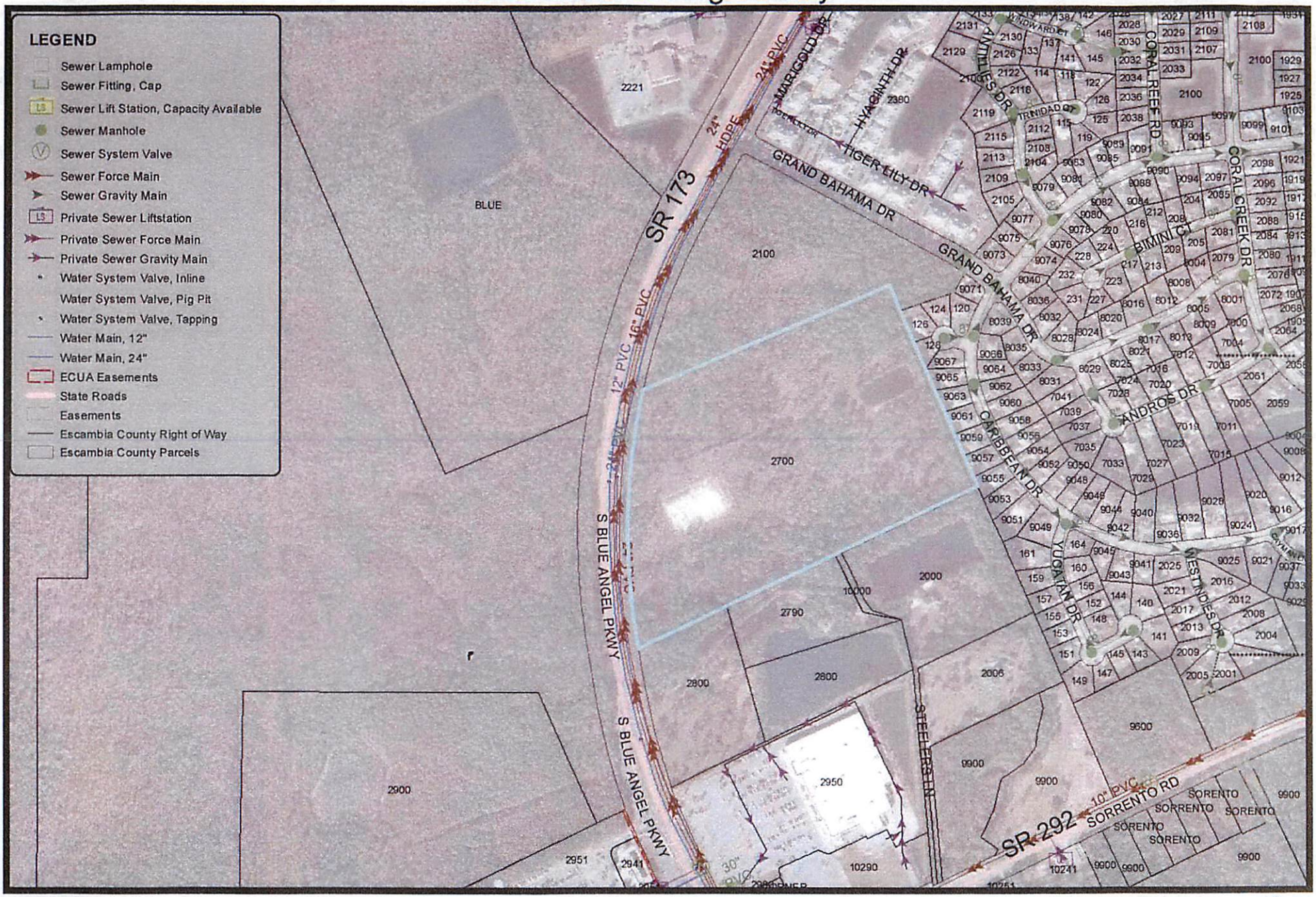
FOR ECUA USE ONLY:

Water Zone: North _____ South X

Wastewater Treatment Plant: Bayou Marcus X CWRF _____ Other _____

***Note: This form does not address water distribution or sewer collection systems issues or capacities; instead, it only concerns water well production and/or wastewater treatment plant capacities.**

2700 Blk Blue Angel Pkwy



1 inch = 500 feet
Date: 12/13/2019

DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

SECTION "C"

Escambia County Schools Level of Service Determination

(Source: Escambia County School District)

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent www.escambia.k12.fl.us

"Making a Positive Difference"

Facilities Planning
Anthony B. Noles, Director
30 E.Texar Drive, Room 158
Pensacola, Florida 32503
(850) 469-5660 Fax: (850) 469-5634

Level of Service Determination Letter

Project Information	
Project Name	Blue Angel Apartments
Project Location	2700 Block of Blue Angel Parkway
Parcel ID Numbers	05-3S-31-1500-000-000
Property Owner/Developer	Edwards Edward K Revocable Trust 3250 W Navy Boulevard, Pensacola, FL 32505
Applicant	Rebol-Battle & Associates, LLC Jason Rebol
Applicant Address	2301 N. 9th Avenue, Suite 300, Pensacola, FL 32503

School Level of Service Reservation			
Level of Service	Pleasant Grove Elem.	Bailey Middle	Escambia High
Reserved Students	32.76	16.38	16.38
Comments:			

This School Level of Service Determination Letter shall reserve capacity for the above referenced project and shall confirm said project meets the School Level of Service requirements of Florida Statute 163.3180 and the adopted Interlocal Agreement

This Level of Service Reservation shall expire two (2) years from date of issuance of this letter.

Anthony B. Noles, Director
Facilities Planning

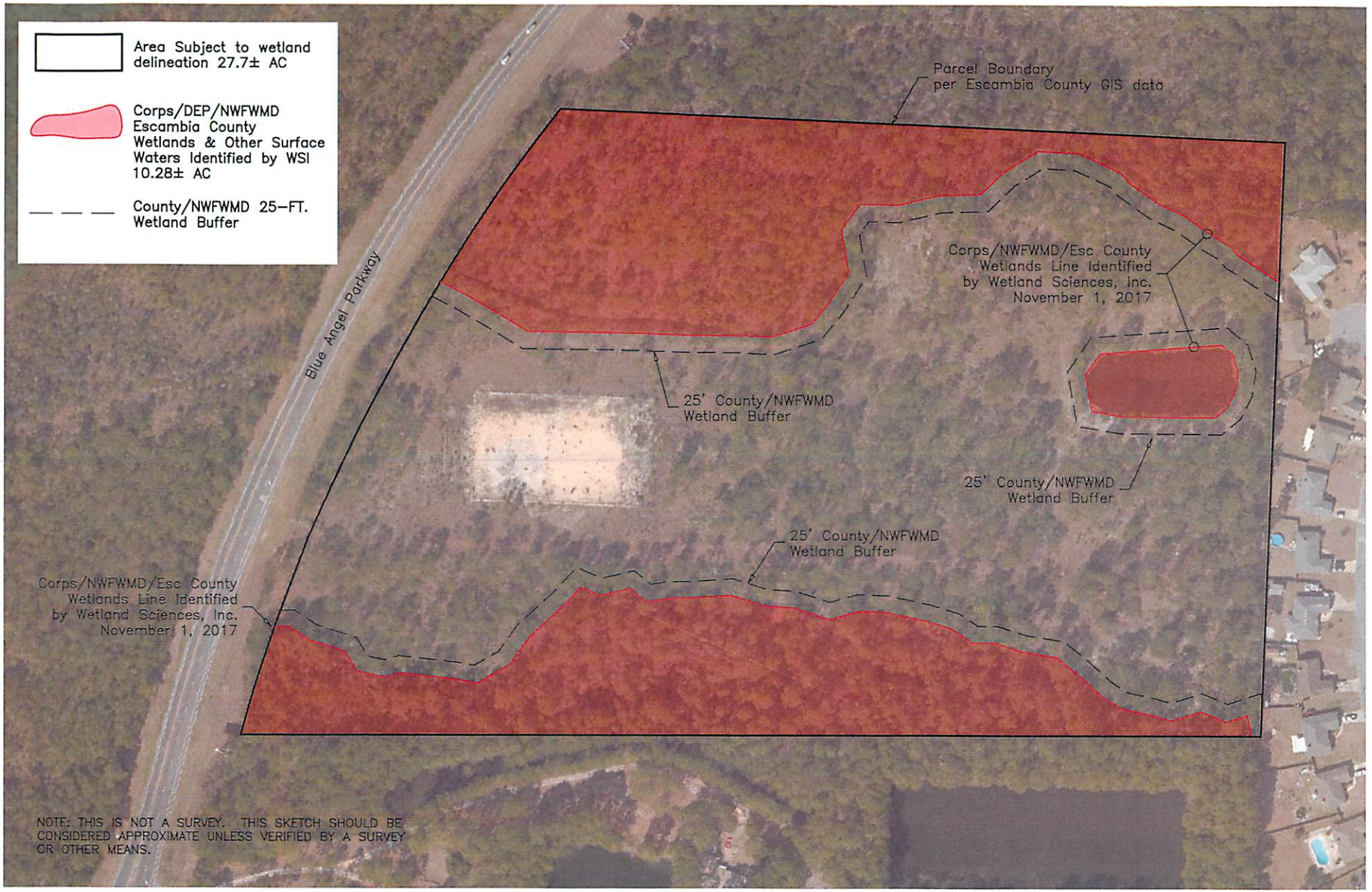
December 13, 2019
Issue Date

C: Shawn Dennis, Assistant Superintendent of Operations

SECTION "D"

Wetland Maps

(Source: Wetland Sciences, Inc.)



WETLAND SCIENCES INCORPORATED

ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
KEITH@WETLANDSCIENCES.COM

PROJECT NAME:	DR Horton 27.7 Acre Blue Angel
	Wetland Sketch
PROJECT NO.:	2017-734
DRAWN BY: KDJ	DATE: 11/1/17
SHEET:	1

N

200 0 100 200

SCALE: 1"= 200 Feet

SECTION "E"

Historical & Archeological Data

(Source: Florida Master Site File)

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.

Township: 3 (North or (South)) *Range*: 31 (East or (West))

Sections (include all affected): 05

County (include all affected): Escambia **USGS Quad** (if known): _____

Township: _____ (North or South) *Range*: _____ (East or West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North or South) *Range*: _____ (East or West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North or South) *Range*: _____ (East or West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Return To:
Name: Patrick Hartman
Organization: Rebol-Battle & Associates
Phone: 850-438-0400 Fax: _____
Address: 3301 N 9th Ave
Pensacola, FL 32503
Email: patrickh@rebol-battle.com

Agency/Permit/Project requiring search: Blue Angel Apartments, FLUM Amendment (MV-U)

Florida Master Site File
Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email sitefile@dos.state.fl.us

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx
(Note: print from Adobe (.pdf) version)

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

December 13, 2019

Florida Master Site File

Patrick Hartman
Rebol-Battle & Associates
2301 N 9th Ave
Pensacola, FL 32503
Phone: 850.438.0400
Email: patrickh@rebol-battle.com

In response to your inquiry of December 12, 2019, the Florida Master Site File lists no previously recorded cultural resources in the following section of Escambia County:

Township 03 South, Range 31 West, Section 05.

When interpreting the results of this search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Joseph A. Bomberger
Archaeological Data Analyst
Florida Master Site File
Joseph.Bomberger@DOS.MyFlorida.com

SECTION "F"

Power

(Source: Gulf Power)

Gulf Power Co.
One Energy Place
Pensacola, FL 32533-0047

December 16th, 2019

RE: Power Availability
2700 Blk of Blue Angel Pkwy.
Pensacola, FL 32502

To whom it may concern:

Gulf Power Company has electric facilities available at the property in question. The service voltage and point of attachments will be determined upon receipt of final plat and electrical panel schedules.

To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with the other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

If you have any questions, please contact me at allen.thompson@nexteraenergy.com or 850-429-2603.

Sincerely,

Allen D. Thompson

Allen D. Thompson
Electrical Engineer
Power Delivery
Gulf Power Company
Pensacola, FL

Gulf Power

FUTURE LAND USE MAP (FLUM) AMENDMENT – Urban Sprawl

For

The Preserve at Perdido
Parcel ID: 05-3S-31-1500-000-000
Escambia County, Florida

December 2019

Prepared by:

REBOL-BATTLE & ASSOCIATES, LLC.
Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

Prepared for:
Southland Contracting, Inc.
c/o Mark Conner

RBA Project No.: 2017.253

1. Introduction

This report addresses the topic of "Urban Sprawl" for the Future Land Use Map (FLUM) Amendment request of Parcel Number 05-3S-31-1500-000-000 in Pensacola, Florida. The existing FLUM designation for the property is Commercial (Com). The desired FLUM Classification is Mixed-Use Urban (MU-U).

2. General Property Information

PROPERTY ADDRESS:	2700 Block of Blue Angel Parkway
PARCEL ID #:	05-3S-31-1500-000-000
INTENDED PROPERTY USE:	Apartment Complex
CURRENT ZONING:	Heavy Commercial/ Light Industrial (HC/LI)
CURRENT FLU:	Commercial (Com)
PROPOSED FLU:	Mixed-Use Urban (MU-U)

The property is located at 2700 Block of Blue Angel Parkway in Escambia County, approximately 1,800 feet north of the intersection of Blue Angel Parkway and Sorrento Road. The parcel includes approximately 27.7 acres of property (17.42 acres of uplands) along the east side of Blue Angel Parkway. Maps of the existing property are included in the "Supplemental Documents" section of this report.

3. Urban Sprawl

Urban Sprawl can be defined as a "development pattern characterized by low density, automobile- dependent development with uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner." The purpose of this report is to prove that the proposed Future Land Use Map Amendment does not encourage the proliferation of urban sprawl as required by Florida Statute (F.S.) 163.3177. The preferred development pattern characteristics are listed and addressed below.

Excerpt from F.S. 163.3177:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The existing natural resources and ecosystems within the vicinity of the project shall be protected and not be negatively impacted as a result of the proposed residential development. Public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells or septic systems which could impact natural resources. In addition, the ecosystems, specifically the wetland areas, located on the property shall be protected by the appropriate buffers required by the County and State for development.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed development is located along frontage of Blue Angel Parkway. No major public infrastructure "extension" would be required to support the site.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The proposed residential subdivision shall provide for compact development and mixed densities/intensities. The community shall be designed with low speed drive aisles and sidewalks. In addition, amenities of the development shall include recreational areas such as a park and/or clubhouse within a walkable distance.

(IV) Promotes conservation of water and energy.

As previously mentioned, public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells which could consume natural resources. In addition, construction of the apartment complex shall be in accordance with the Florida Building and Plumbing Code which regulates energy conservation and protection of the potable water supply.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

N/A – Preservation agricultural areas and activities are not proposed.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

The proposed residential development shall preserve areas of open space for recreational use. In addition, the existing wetland areas on the property shall be protected and conserved by including natural buffers in upland areas.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

N/A – The proposed development includes only residential uses.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

N/A – The project doesn't remediate an existing or planned development patterns.

4. Conclusion

The proposed residential development and Future Land Use Map Amendment does not encourage the proliferation of urban sprawl. This conclusion is based on the factors described above and summarized below as the development:

- Shall protect the existing natural resources and ecosystems within the vicinity.
- Promotes efficient development and shall provide for compact development and mixed densities/intensities.
- Shall promote energy conservation and protection of the potable water supply. Shall preserve areas of open space and conserve natural lands.

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2020-01– Amending the Comprehensive Plan, Chapter 7, 2030 FLU map.
Location:	2700 BLK Blue Angel Parkway
Parcel #s:	05-3S-31-1500-000-000
Acreage:	26.760 (+/-) acres.
Request:	Commercial (C) to Mixed-Use Urban (MU-U).
Agent:	**Kerry Anne Schultz, Esquire, Agent for** Chris Thompson, Agent for Thomas Bizzell & Martin Sharron, Successor Co-Trustees for Edward K. Edwards Revocable Trust
Meeting Dates:	Planning Board, March 3, 2020 BCC March 5, 2020 (Transmittal)

Site Description and Summary of Proposed Amendment:

The parcel is located on the East side of Blue Angel Parkway about .25 miles (+/-) North of the intersection with Sorrento Road.

Commercial. "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: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The applicant provided a letter from ECUA stating services for water and sanitation are provided by ECUA. Any new proposed development will have a complete reviewed during the Development Review Process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per*

day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: Based on the applicant's documentation the parcel is under the ECUA service area; the applicant has submitted a letter of service availability from the provider. Any proposed development will submit for a complete review and obtain approval from the Development Review Committee.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The parcel fronts Blue Angel Parkway which is a FDOT maintained road, classified as a minor arterial roadway. Any new development will have to apply for review and approval thru the Development Review Committee.

Transportation & Traffic Operations (TTO) Comments – LSA-2020-01

TTO Staff has reviewed LSA-2020-01, 2700 Blue Angel Parkway, approximately 1,400 feet north of the Sorrento Road intersection. The requested Future land use change is from Commercial (C) to Mixed Use – Urban (MU-U) and scheduled for February 4, 2020 Planning Board Meeting. Please see the below comments.
This segment of (SR 173) Blue Angel Parkway is a three-lane typical section with two lanes northbound including a paved shoulder/bike lane, and one lane southbound. South of the parcel, Blue Angel Parkway expands to provide a southbound dedicated left and right turn lane at the signalized intersection with Sorrento Road. Blue Angel Parkway has an

approximate right-of-way width of 200 feet. The County does not have any proposed improvement projects scheduled for Blue Angel Parkway in this area. FDOT recently completed engineering plans to widen Blue Angel Parkway from Sorrento Road to US 98; however, has not fully identified funds for the right-of-way and construction phases.
Per the Florida-Alabama TPO's Congestion Management Process Plan, Blue Angel Parkway is classified as a minor arterial with a maximum LOS of D and a corresponding daily volume threshold of 17,700. Near the subject property, the daily volume on Blue Angel Parkway for 2019 was recorded as 17,500.
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.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: Based on the public records of Escambia County, the assigned schools that service this area are Pleasant Grove Elementary, Bailey Middle, and Escambia High. The applicant has provided a letter from the Escambia County School District Facilities Planning Director, stating that capacity for this project meets the School Level of Service requirements.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis:

The referenced Comprehensive Plan table describes the current Commercial FLU as intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. MU-U FLU as intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category. Residential density is limited to 25

dwelling units per acre. If the amendment is approved the proposed Future Land Use to MU-U would be consistent with the existing zoning; there would be a decrease on the intensity of the development, but it would potentially accommodate a proposed residential development that would be compatible with the surrounding uses.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: Based on the GIS wellhead protection areas layer, there are no wellhead protection areas within the parcel. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: A letter from the Historical Resources, Florida Master File was provided which states no previously recorded cultural resources were found for the site. At the time of development review if any historic or archeological resources or structures are discovered, the county will request the appropriate guidance, direction and technical assistance from the State, in accordance with current regulations.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case,*

development in wetlands will be restricted to allow residential density uses as indicated by the LDC:

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The applicant stated that wetlands on-site have been identified and delineated. The applicant understands and will comply with the design and permitting processes requirements during the Site Plan Review process.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would promote mixed uses in the urban areas, with compatible development.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: The applicant has submitted capacity letters from supporting agencies addressing the availability of public services. Any new proposed project will be required to meet the current regulations, as it relates to the availability of public services to support the requested densities and intensities.

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

June 9, 2020

Ms. Terri Berry
Project Coordinator
Water Quality & Land Management Division
3363 West Park Place
Pensacola, Florida 32505

RE: Preserve at Perdido – FLUM Amendment
2700 Block Blue Angel Pkwy
RBA Project No. 2017.253

Dear Terri,

During the BCC meeting for the above referenced project some concerns were raised by both surrounding citizens and county commissioners regarding drainage in the region specifically drainage affecting the Coral Creek Subdivision.

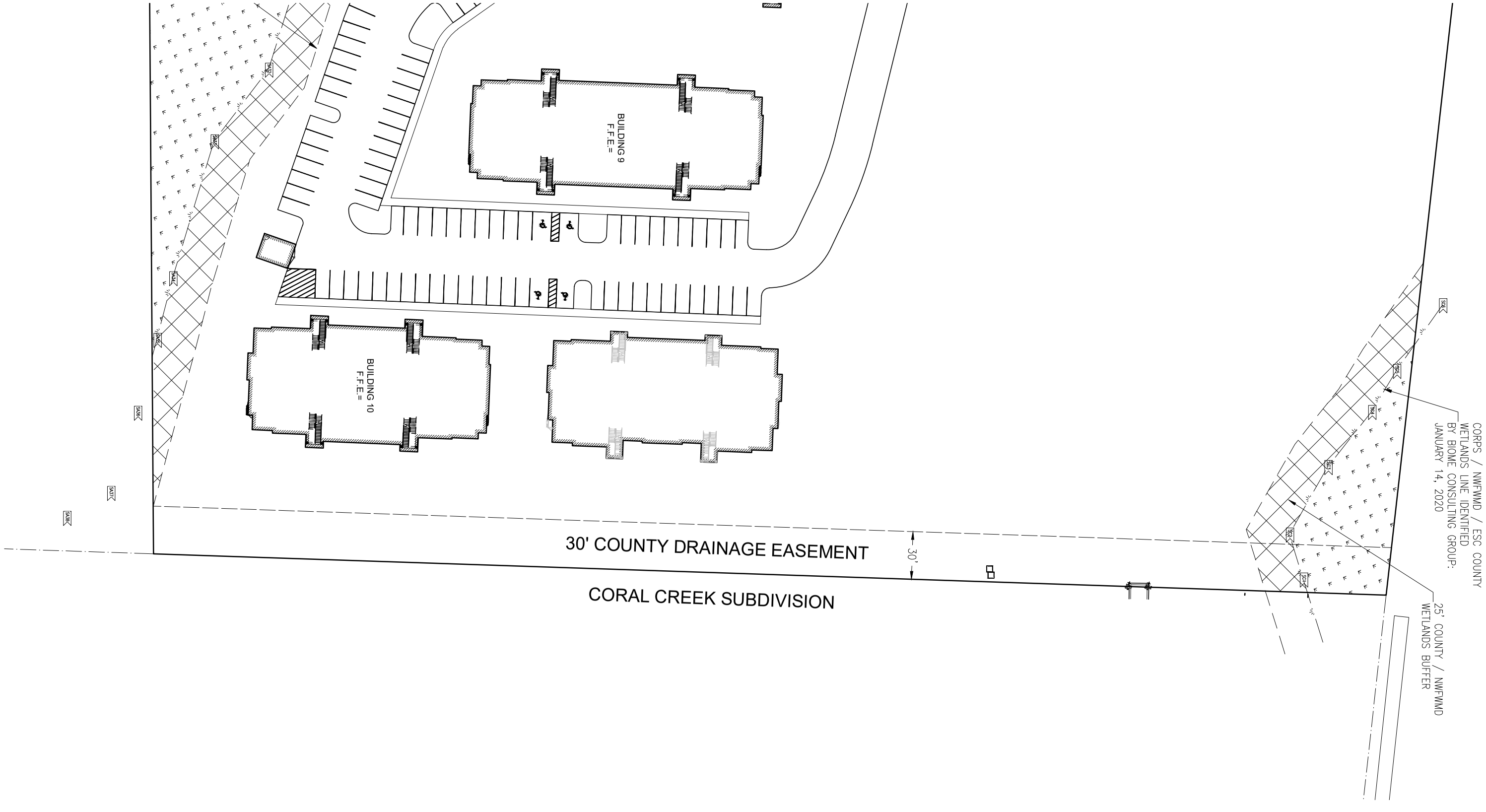
Over the past several months since the BCC meeting, we have conducted surveys, geotechnical explorations, stormwater design and coordinated with county staff for drainage in the area. Below is a bullet summary of items that have transpired since the BCC meeting.

- The topographic survey of the property reviled that only approximately 1 acre of the site drained towards the Coral Creek Subdivision. The balance of the property drains to the north and south.
- The geotechnical report indicated well-draining sandy soils with a ground water table 4-4.5' below grade.
- Based on the geotechnical findings the stormwater will be handled with a large (approximately 3 acres) shallow pond designed to handle the 100-year storm without discharge in accordance to Escambia County LDC design standards.
- RBA will prepare a 30' easement document for drainage along the entire eastern length of the property for the benefit of the county for a future drainage improvement project.

If you have any questions or need additional information, please feel free to call our office.

Sincerely,
REBOL-BATTLE & ASSOCIATES

Jason Rebol


BUILDING 9
F.F.E.=
BUILDING 10
F.F.E.=
30' COUNTY DRAINAGE EASEMENT
30'
CORAL CREEK SUBDIVISION
CORPS / NWFWMD / ESC COUNTY
WETLANDS LINE IDENTIFIED
BY BIOME CONSULTING GROUP:
JANUARY 14, 2020
25' COUNTY / NWFWMD
WETLANDS BUFFER

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 05, TOWNSHIP 3S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 05-3S-31-1500-000-000 TOTALING 26.76(+/-) ACRES, LOCATED ON BLUE ANGEL PARKWAY, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2020-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel of land which is located within Section 05, Township 3S, Range 31W, parcel number 05-3S-31-1500-000-000 and totaling 26.76 (+/-) acres, located on Blue Angel Parkway, as more particularly described in the Boundary Survey produced by E. Wayne Parker, a registered Florida land surveyor, dated 1/23/1985, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS

DRAFT

OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

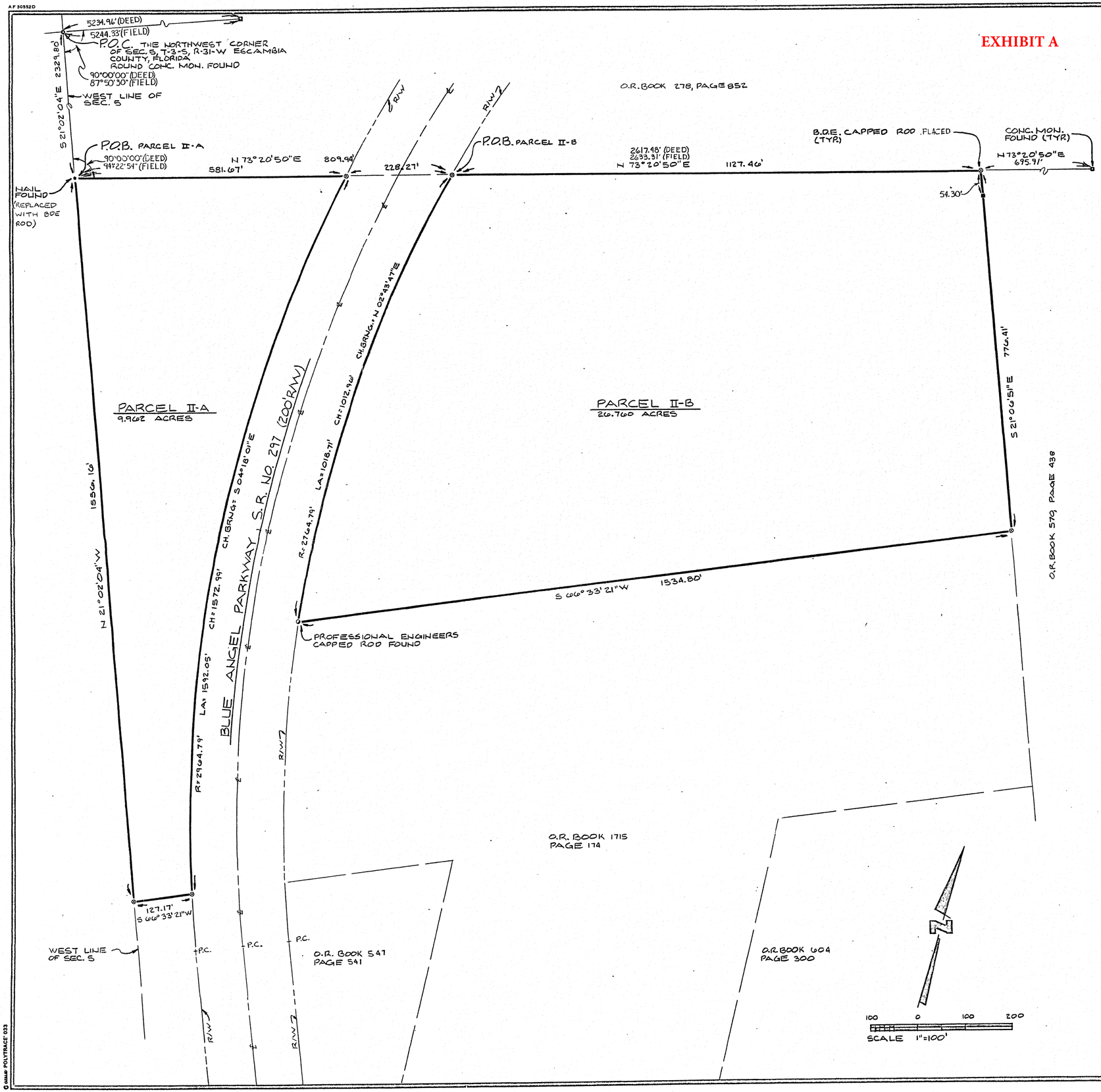
(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

A F 30552D

EXHIBIT A



DESCRIPTION AS FURNISHED

ALL THAT PROPERTY LOCATED NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (STATE ROAD 292) IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 32 WEST, LESS AND EXCEPT THE FOLLOWING:

A. PARCEL 1 AS DESCRIBED IN OFFICIAL RECORD BOOK 772 AT PAGE 684

B. ALL OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, (LESS AND EXCEPT THE PROPERTY DESCRIBED IN PARCEL IV) AND THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, LYING EAST OF JONES SWAMP CREEK AND JOINING THE SOUTHERLY BOUNDARY OF PARCEL 1 ABOVE DESCRIBED.

C. THAT PROPERTY CONVEYED TO ESCAMBIA CHRISTIAN SCHOOL, INC., BY DEEDS RECORDED IN OFFICIAL RECORD BOOK 278 AT PAGE 852 AND OFFICIAL RECORD BOOK 489 AT PAGE 222 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 200 ACRES, MORE OR LESS.

D. THAT PROPERTY CONVEYED TO CLAUDE F. ALLISON AND DOROTHY D. ALLISON, HUSBAND AND WIFE, DESCRIBED IN OFFICIAL RECORD BOOK 547, PAGE 541 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 10.42 ACRES, MORE OR LESS.

E. THAT PROPERTY CONVEYED TO WALTER HUBERT SMITH AND EVELYN D. SMITH, HUSBAND AND WIFE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 562, PAGE 694 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE CONTAINING 10.1 ACRES, MORE OR LESS.

F. THAT PROPERTY CONVEYED TO WALTER HUBERT SMITH AND EVELYN D. SMITH, HUSBAND AND WIFE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 604, PAGE 300, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 2.0 ACRES, MORE OR LESS.

G. THAT PROPERTY CONVEYED TO DONALD McMAHON, JR., TRUSTEE , BY THAT INSTRUMENT RECORDED AT OFFICIAL RECORD BOOK 570, PAGE 438 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 120 ACRES, MORE OR LESS.

H. OFFICIAL RECORD BOOK 1715, PAGE 174, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

I. BLUE ANGEL PARKWAY RIGHT-OF-WAY.

MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 21 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 2329.80 FEET TO THE POINT OF BEGINNING;
THENCE GO NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 581.67 FEET TO A POINT ON THE CURVED WESTERLY RIGHT-OF-WAY LINE OF BLUE ANGEL PARKWAY (S.R. #297, 200' R/W), CONCAVE TO THE EAST HAVING A RADIUS OF 2964.79 FEET;
THENCE GO SOUTHERLY ALONG SAID CURVED RIGHT-OF-WAY LINE HAVING A RADIUS OF 2964.79 FEET, AN ARC DISTANCE OF 1592.05 FEET (CH = 1572.99'; CH BRG = S 04°18'01" E);
THENCE GO SOUTH 66 DEGREES 33 MINUTES 21 SECONDS WEST A DISTANCE OF 127.17 FEET TO A POINT ON THE AFORESAID WEST LINE OF SECTION 5;
THENCE GO NORTH 21 DEGREES 02 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 1556.16 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 9.962 ACRES.
AND:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 21 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 2329.80 FEET;
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THENCE CONTINUE NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 1127.46 FEET;
THENCE GO SOUTH 21 DEGREES 06 MINUTES 51 SECONDS EAST A DISTANCE OF 776.41 FEET;
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THENCE GO NORTHERLY ALONG SAID CURVED EASTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 2764.79 FEET, AN ARC DISTANCE OF 1018.71 FEET (CH = 1012.96'; CH BRG = N 02°43'47" E) TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 26.760 ACRES.

GENERAL NOTES

1. THE BEARINGS ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 297, SECTION 48190-2503, SHEET 1 OF 5, REVISION 11-16-78.
2. THE SURVEY DATUM IS REFERENCED TO DEEDS OF RECORD, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS AND EXISTING FIELD MONUMENTATION.
3. THE EASTERLY LINE OF PARCEL II-B WAS ESTABLISHED FROM EXISTING MONUMENTATION WHICH MATCHES THE SENIOR DEED OF OFFICIAL RECORD BOOK 570, PAGE 438, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. THE NORTHERLY LINE OF PARCELS II-A AND II-B WAS ESTABLISHED FROM EXISTING MONUMENTATION ALONG THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 278 AT PAGE 852 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
5. THERE ARE NO ENCROACHMENTS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON IS TRUE, CORRECT AND COMPLIES WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA TO THE BEST OF MY KNOWLEDGE AND BELIEF.

E. Wayne Parker 1/25/85

E. WAYNE PARKER, REGISTERED FLORIDA LAND SURVEYOR NO. 3683 DATED
CORP. NO. 00340

This drawing is the property of BASKERVILLE DONOVAN ENGINEERS, INC. and is not to be reproduced in whole or in part. It is not to be used on any other property and is to be returned upon request.

NO.	DATE	APPR.	REVISION

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

BASKERVILLE-DONOVAN ENGINEERS, INC.
A PROFESSIONAL SERVICE ORGANIZATION
PENSACOLA • MILTON • DESTIN • DAYTONA BEACH

SCALE 1"=100'	DESIGNED	DRAWN R.MOORE	CHECKED	DATE 1-23-85
			BY	DATE

NOT RELEASED FOR CONSTRUCTION

BOUNDARY SURVEY OF A PORTION OF SECTION 5, TOWNSHIP-3-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA

PREPARED FOR & REQUESTED BY: MR. SKIP EDWARDS

PROJECT NO.	NO. 1
619	OF
INDEX	1 SHEETS

© GRAF POLYTRACE' 833

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 05, TOWNSHIP 3S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 05-3S-31-1500-000-000 TOTALING 26.76(+/-) ACRES, LOCATED ON BLUE ANGEL PARKWAY, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

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

Section 5. Inclusion in the Code

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

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

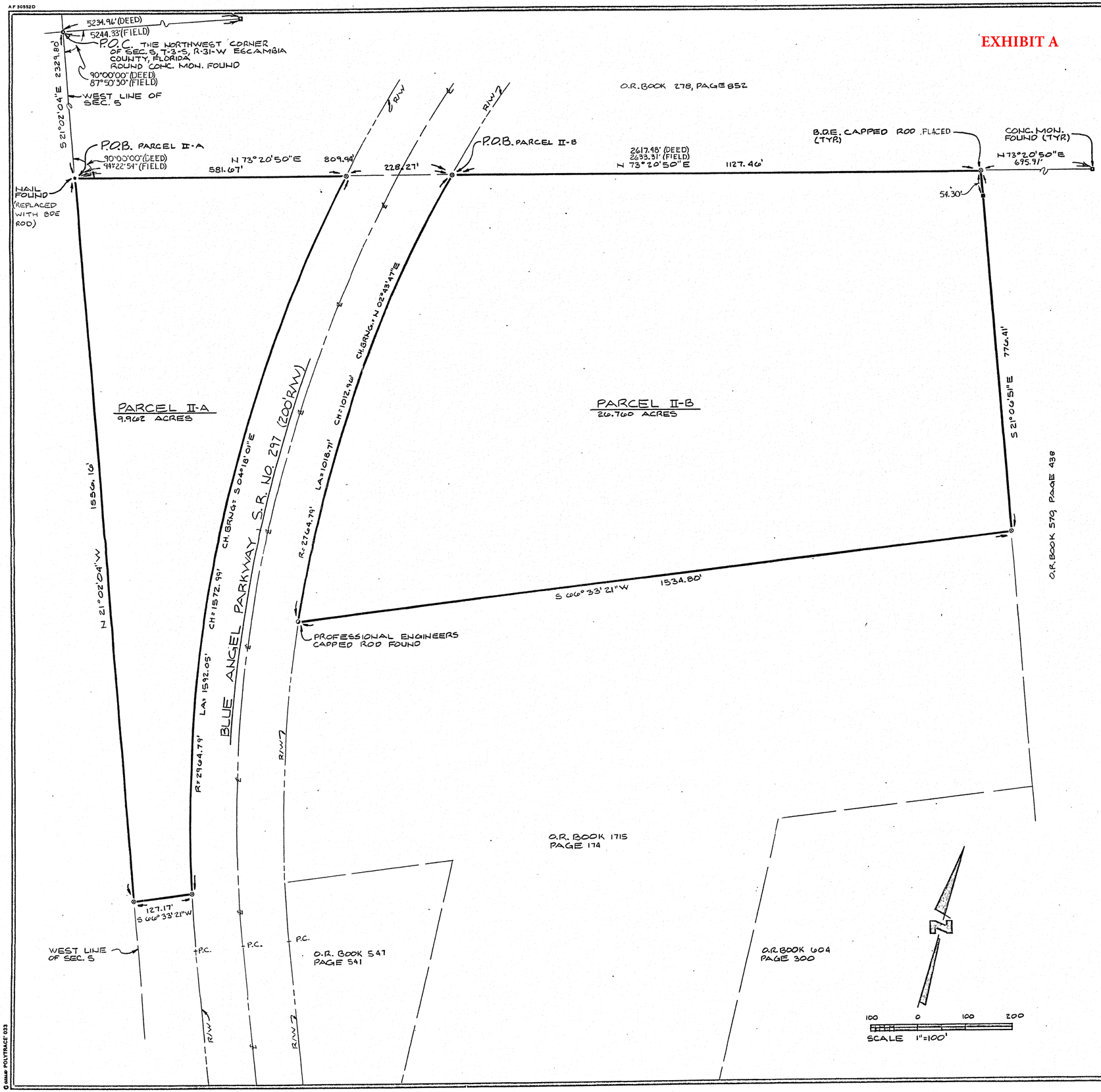
By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

A F 30552D

EXHIBIT A



DESCRIPTION AS FURNISHED

ALL THAT PROPERTY LOCATED NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (STATE ROAD 292) IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 32 WEST, LESS AND EXCEPT THE FOLLOWING:

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D. THAT PROPERTY CONVEYED TO CLAUDE F. ALLISON AND DOROTHY D. ALLISON, HUSBAND AND WIFE, DESCRIBED IN OFFICIAL RECORD BOOK 547, PAGE 541 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 10.42 ACRES, MORE OR LESS.

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THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 26.760 ACRES.

GENERAL NOTES

1. THE BEARINGS ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 297, SECTION 48190-2503, SHEET 1 OF 5, REVISION 11-16-78.
2. THE SURVEY DATUM IS REFERENCED TO DEEDS OF RECORD, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS AND EXISTING FIELD MONUMENTATION.
3. THE EASTERLY LINE OF PARCEL II-B WAS ESTABLISHED FROM EXISTING MONUMENTATION WHICH MATCHES THE SENIOR DEED OF OFFICIAL RECORD BOOK 570, PAGE 438, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. THE NORTHERLY LINE OF PARCELS II-A AND II-B WAS ESTABLISHED FROM EXISTING MONUMENTATION ALONG THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 278 AT PAGE 852 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
5. THERE ARE NO ENCROACHMENTS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON IS TRUE, CORRECT AND COMPLIES WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA TO THE BEST OF MY KNOWLEDGE AND BELIEF.

E. Wayne Parker 1/25/85

E. WAYNE PARKER, REGISTERED FLORIDA LAND SURVEYOR NO. 3683 DATED
CORP. NO. 00340

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NO.	DATE	APPR.	REVISION

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

BASKERVILLE-DONOVAN ENGINEERS, INC.
A PROFESSIONAL SERVICE ORGANIZATION
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SCALE 1"=100'	DESIGNED	DRAWN R.MOORE	CHECKED	DATE 1-23-85
			BY	DATE

NOT RELEASED FOR CONSTRUCTION

BOUNDARY SURVEY OF A PORTION OF SECTION 5, TOWNSHIP-3-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA

PREPARED FOR & REQUESTED BY: MR. SKIP EDWARDS

PROJECT NO.	NO. 1
619	OF
INDEX	1 SHEETS

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18023 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: Scheduling of a Public Hearing to Establish a Motorboat Exclusion Zone Surrounding Innerarity Point Park Swimming and Paddlecraft Launch Areas
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Establish a Motorboat Exclusion Zone Surrounding the Innerarity Point Park Swimming Area and Paddlecraft Launch Area - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the scheduling of a Public Hearing on July 16, 2020, at 9:01 a.m., to consider adoption of an Ordinance to Establish a Motorboat Exclusion Zone Surrounding the Innerarity Point Park Swimming Area and Paddlecraft Launch Area.

BACKGROUND:

Section 327.46(1)(b)3.a., Florida Statutes, authorizes Counties to enact an Ordinance creating a vessel exclusion zone if the area is designated as a public bathing beach or swim area, and Section 327.46(1)(c)3.a., Florida Statutes, authorizes Counties to enact an Ordinance creating a vessel exclusion zone if the area is reserved exclusively as a canoe trail or other limited to vessels under oar.

The Innerarity Point Park includes both a public swimming area and paddlecraft launch area reserved exclusively for vessels under oar and are adjacent to the Intracoastal Waterway, and do not include the navigable area of Intercoastal Waterway. Any vessel traffic in and around the Swimming Area and any motorboat traffic in and around the Paddlecraft Launch Area of Innerarity Point Park constitutes a real and present danger. The Innerarity Point Park pier is neither designed nor engineered to accommodate any vessel, barge, or floating structure, and the Board of County Commissioners desires to enact a motorboat exclusion

zone to mitigate such risks.

BUDGETARY IMPACT:

No budgetary impact associated with this Recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Matthew R. Shaud, Assistant County Attorney, drafted the Ordinance.

PERSONNEL:

No impact to personnel associated with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings, per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

Marine Resources Division, under the Department of Natural Resources Management, will coordinate with the Escambia County Sheriff's Office and the Florida Fish and Wildlife Conservation Commission.

Attachments

Draft Ord-Motorcraft Exclusion Zone Innerarity

ORDINANCE NUMBER 2020-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME 1, CHAPTER 74, ARTICLE I, SECTION 74-15 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH A MOTORBOAT EXCLUSION ZONE SURROUNDING THE INNERARITY POINT PARK SWIMMING AREA AND PADDLECRAFT LAUNCH AREA; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 327.46(1)(b)3.a., Florida Statutes, authorizes counties to enact an ordinance creating a vessel exclusion zone if the area is designated as a public bathing beach or swim area; and

WHEREAS, Section 327.46(1)(c)3.a., Florida Statutes, authorizes counties to enact an ordinance creating a vessel exclusion zone if the area is reserved exclusively as a canoe trail or otherwise limited to vessels under oar; and

WHEREAS, the Innerarity Point Park includes both a public swimming area and a paddlecraft launch area reserved exclusively for vessels under oar; and

WHEREAS, the Innerarity Point Park Swimming Area and Paddlecraft Launch Area are adjacent to the Intracoastal Waterway and do not include the navigable area of Intracoastal Waterway; and

WHEREAS, any vessel traffic in and around the Swimming Area and any motorboat traffic in and around the Paddlecraft Launch Area of Innerarity Point Park constitutes a real and present danger; and

DRAFT

WHEREAS, the Innerarity Point Park pier is neither designed nor engineered to accommodate any vessel, barge, or floating structure; and

WHEREAS, the Board of County Commissioners desires to enact a motorboat exclusion zone to mitigate such risks.

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

Section 1. Chapter 74, Article 1, Section 74-15 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

Section 74-15. Innerarity Point Park Motorboat Exclusion Zone

(1) Title. This Section shall be known as the "Innerarity Point Park Motorboat Exclusion Zone Ordinance," may be cited as such, and will be referred to herein as "this Section."

(2) Legislative Findings.

a. Pursuant to the authority vested in the Board of County Commissioners pursuant to Sections 327.46 and 327.60, Florida Statutes, as amended, this Section is adopted with the intent to protect the interests of the public and to establish and enforce a motorboat exclusion zone, at all times, in the waters of the Swimming Area and Paddlecraft Launch Area of Innerarity Point Park.

b. The intermingling of vessels under oars with motorboats endangers vessel traffic safety and human life in the waters of the Swimming Area and Paddlecraft Launch Area of Innerarity Point Park.

c. The Swimming Area and Paddlecraft Launch Area of Innerarity Point Park shall be reserved for swimmers and vessels under oar, respectively, and as a result,

DRAFT

group separation must be imposed to protect the maritime safety of those participating in such activities.

(3) Definition. When used in this Section, the following words shall have the indicated meaning unless the context clearly indicates otherwise:

a. Barge means a vessel that does not have living quarters, is not propelled by its own power, and is designed to be pushed or pulled by another vessel.

b. Floating structure means a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water, but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term includes, but is not limited to: an entity used as a residence, place of business, or office with public access; a hotel or motel; a restaurant or lounge; a clubhouse; a meeting facility; a storage or parking facility; or a mining platform, dredge, dragline, or similar facility or entity represented as such. Floating structures are expressly excluded from the definition of the term “vessel” provided in this section. Incidental movement upon water or resting partially or entirely on the bottom does not, in and of itself, preclude an entity from classification as a floating structure.

c. Innerarity Point Park Paddlecraft Launch Area shall mean the body of water between the end of the Innerarity Point Park pier and the dry sand beach, extending approximately 70 feet west from the central pier portion, and is generally depicted in the map below.

DRAFT

d. Innerarity Point Park Swimming Area shall mean the body of water between the end of the Innerarity Point Park pier and the dry sand beach, extending approximately 106 feet east from the central pier portion, and is generally depicted in the map below:



e. Motorboat means a vessel equipped with machinery for propulsion, irrespective of whether the propulsion machinery is in actual operation.

f. Vessel shall have the same meaning as described in Section 327.02, Florida Statutes, as amended, which meaning is synonymous with boat as referenced in Section 1(b), Art. VII of the Florida Constitution and includes every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

(4) Prohibition.

a. It shall be a violation of this Section to operate a vessel, at any time, in the Innerarity Point Park Swimming Area.

b. Except as provided for below, it shall be a violation of this Section to operate a motorboat, at any time, in the Innerarity Point Park Paddlecraft Launch Area.

i. The Paddlecraft Launch Area vessel exclusion applies to all motorboats, including but not limited to, those powered by combustion motor, electric motor, or pump-jet.

ii. The Paddlecraft Launch Area shall be used only by vessels under oar power and other paddlecraft, including but not limited to, canoes, kayaks, pedal boats, and paddle boards.

c. No person shall launch, dock, remove, or otherwise secure any vessel, barge, or floating structure to, or embark or disembark any passenger or charter parties from, the Innerarity Point Park pier, except in cases of emergency involving safety to life or property.

(5) Enforcement. The Board of County Commissioners hereby designates both the Escambia County Sheriff's Office and the Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement, as the enforcement officers for Escambia County, who shall be charged with the responsibility of enforcing the provisions of this Section.

(6) Penalty. Upon the placement of regulatory markers permitted by the division of marine resources, any person who shall violate any provision of this Section, or who

DRAFT

shall fail to appear or otherwise properly respond to a citation shall be punished as provided by Section 327.73, Florida Statutes, as amended.

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 the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of Escambia County in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by Section 125.68, Florida Statutes, and the sections, subsections, and other provisions of this ordinance may be renumbered or re-lettered, and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date. Pursuant to Sections 125.66 and 327.46, Florida Statutes, this Ordinance shall not become effective until approved by the Florida Fish and Wildlife Conservation Committee and filed with the Department of State.

DRAFT

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
By: Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE: _____

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18025 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: Scheduling of a Public Hearing to Establish a "Slow Speed-Minimum Wake" Zone in Certain Eastern Portion of Bayou Garcon and Eastern Tributary Creek
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Establish a "Slow Speed - Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the scheduling of a Public Hearing on July 16, 2020, at 9:02 a.m., to consider adoption of an Ordinance to Establish a "Slow Speed - Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek.

BACKGROUND:

Section 327.46(1)(b)2.c., Florida Statutes, authorizes Counties to enact an Ordinance establishing a Slow Speed - Minimum Wake area on a creek, stream, canal, or similary linear waterway if the wateway is less than 75 feet in width from shoreline to shoreline.

The portion of Bayou Garcon and its tributary creek east of 30o19'24.84" N, 87o25'19.32" W, is less than 75 feet in width from shoreline to shorline. Because of the sinuous nature and narrow dimensions of the creek, and obstructed visibility due to tall shoreline vegetation, high speed vessel traffic in and around the waters east of 30o19'24.84" N, 87o25'19.32" W, constitutes a real and present danger.

BUDGETARY IMPACT:

No budgetary impact associated with this Recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Matthew R. Shaud, Assistant County Attorney, drafted the Ordinance.

PERSONNEL:

No impact to personnel associated with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approved the scheduling of public hearings, per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

Marine Resources Division, under the Department of Natural Resources Management, will coordinate with the Escambia County Sheriff's Office and the Florida Fish and Wildlife Conservation Commission.

Attachments

Draft Ord-Slow Speed Miminum Wake Zone Bayou Garcon

ORDINANCE NUMBER 2020-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME 1, CHAPTER 74, ARTICLE I, SECTION 74-14 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH A "SLOW SPEED – MINIMUM WAKE" ZONE IN A CERTAIN EASTERN PORTION OF BAYOU GARCON AND ITS EASTERN TRIBUTARY CREEK; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 327.46(1)(b)2.c., Florida Statutes, authorizes counties to enact an ordinance establishing a Slow Speed – Minimum Wake area on a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline; and

WHEREAS, the portion of Bayou Garcon and its tributary creek east of 30°19'24.84" N, 87°25'19.32" W, is less than 75 feet in width from shoreline to shoreline; and

WHEREAS, because of the sinuous nature and narrow dimensions of the creek, and obstructed visibility due to tall shoreline vegetation, high speed vessel traffic in and around the waters east of 30°19'24.84" N, 87°25'19.32" W, constitutes a real and present danger.

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

DRAFT

Section 1. Chapter 74, Article 1, Section 74-14 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

Section 74-14. Bayou Garcon "Slow Speed – Minimum Wake" Zone

(1) Title. This Section shall be known as the "Bayou Garcon 'Slow Speed – Minimum Wake' Zone Ordinance," may be cited as such, and will be referred to herein as "this Section."

(2) Legislative Findings. Pursuant to the authority vested in the Board of County Commissioners pursuant to Sections 327.46(1)(b)2.c. and 327.60, Florida Statutes, as amended, this Section is adopted with the intent to protect the interests of the public and to establish and enforce a "Slow Speed – Minimum Wake" zone in the eastern waters of Bayou Garcon and the tributary creek east of the point located at 30°19'24.84" N, 87°25'19.32" W.

(3) Definition. When used in this section, the following words shall have the indicated meaning unless the context clearly indicates otherwise:

a. Slow Speed – Minimum Wake indicates a boating restricted area which has been established to protect the safety of the public. "Slow Speed – Minimum Wake" means that a vessel must be fully off plane and completely settled into the water. It may not proceed at a speed greater than that speed which is reasonable and prudent to avoid the creation of an excessive wake or other hazardous condition under the existing circumstances.

(4) Violation. Violation of the speed limitations within the "Slow Speed – Minimum Wake" zone in the waterway east of 30°19'24.84" N, 87°25'19.32" W is hereby prohibited during all hours and all seasons.

DRAFT

a. The point of demarcation is generally depicted in the map below:



(5) Enforcement. The Board of County Commissioners hereby designates both the Escambia County Sheriff's Office and the Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement, as the enforcement officers for Escambia County, who shall be charged with the responsibility of enforcing the provisions of this Section.

(6) Penalty. Upon the placement of regulatory markers permitted by the division of marine resources, any person who shall violate any provision of this section, or who shall fail to appear or otherwise properly respond to a citation shall be punished as provided by Section 327.73, Florida Statutes, as amended.

DRAFT

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 the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of Escambia County in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by Section 125.68, Florida Statutes, and the sections, subsections, and other provisions of this ordinance may be renumbered or re-lettered, and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DRAFT

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
By: Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE: _____

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18036 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: 5:34 p.m. Public Hearing Request-Beulah Garden Estates Street Lighting MSBU
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Beulah Garden Estates Street Lighting Municipal Services Benefit Unit - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a public hearing on July 2, 2020, at 5:34 p.m., to consider adoption of an ordinance creating the Beulah Garden Estates Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The majority of owners in Beulah Garden Estates submitted a letter of request asking the County to create a street lighting MSBU within the subdivision. The letter is sufficient to meet the MSBU Guidelines and Procedures.

The Beulah Garden Estates lighting district plan proposal:
*25 Assessable lots located in Commission District 1.
*5 lights in initial plan.
*Year 1 Assessment: $167.37, includes reserve and 15 months of service.
*Year 2 and Beyond Assessment: $123.99, 12 months of service.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings, per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18037 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: 5:35 p.m. Public Hearing Request - Brylington Manor Street Lighting MSBU
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Brylington Manor Street Lighting Municipal Services Benefit Unit - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a public hearing on July 2, 2020, at 5:35 p.m., to consider adoption of an ordinance creating the Brylington Manor Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The majority property owners in Brylington Manor submitted a letter of request asking the County to create a street lighting MSBU within the subdivision. The letter is sufficient to meet the MSBU Guidelines and Procedures.

The Brylington Manor lighting district plan proposal:
*74 Assessable lots located in Commission District 1.
*20 Lights in initial plan.
*Year 1 Assessment: $155.54, includes reserve and 15 months of service.
*Year 2 and Beyond Assessment: $115.21, 12 months of service.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings, per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18041 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: 5:36 p.m. Public Hearing Request - Ashland Heights Phase One Street Lighting MSBU
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Ashland Heights Phase One Street Lighting Municipal Services Benefit Unit - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a public hearing on July 2, 2020, at 5:36 p.m., to consider adoption of an ordinance creating the Ashland Heights Phase One Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Ashland Heights Phase One, submitted a petition asking the County to create a street lighting MSBU within the subdivision. The petition is sufficient to meet the MSBU Guidelines and Procedures.

The Ashland Heights Phase One lighting district plan proposal:
*42 Assessable lots located in Commission District 3.
*8 lights in initial plan.
*Year 1 Assessment: $90.62, includes reserve and 15 months of service.
*Year 2 and Beyond Assessment: $67.13, 12 months of service.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings, per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18047 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: CareerSource Escarosa Budget and Individual Training Accounts Waiver Fiscal Year 2020-2021
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the CareerSource Escarosa Budget and Individual Training Accounts Waiver Fiscal Year 2020-2021 - Clara Long, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the CareerSource Escarosa's (formerly Workforce Escarosa, Inc.), Budget and Individual Training Accounts (ITA) Fiscal Year 2020-2021 request to support a waiver to allow 30% (vs. 50%) of the Title I fund for Adults and Dislocated Workers to be allocated for ITA and to allow CareerSource to meet fixed cost requirements, staffing levels, and increased demand for core and intensive services.

BACKGROUND:

All Regional Workforce Boards must comply with Section 445.003(3)(a)(1), Florida Statutes, which states: At least 50 percent of the Title 1 funds for Adults and Dislocated Workers that are passed through to regional workforce boards shall be allocated to and expended on Individual Training Accounts, unless a regional workforce board obtains a waiver from Workforce Florida, Inc. Tuition, books, and fees of training providers and other training services prescribed and authorized by the Workforce Innovation and Opportunity Act of 2000 (WIOA) qualify as Individual Training Account expenditures. Pursuant to CSF Administrative Policy DEO FG-074, CareerSource Florida allows regional boards to request a waiver of the 30% ITA expenditure requirement using a “Sliding Scale” model. Using the Sliding Scale, ITA expenditures can be reduced by the waiver in direct relationship to the reduction of the individual regional board’s fiscal year budget. Using the Sliding Scale, CareerSource Escarosa can request an ITA Waiver of 30% and Budget Fiscal Year 2020-2021.

BUDGETARY IMPACT:

There is no budgetary impact to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kia M. Johhson, Assistant County Attorney, has reviewed and approved these documents as to form and legal sufficiency.

PERSONNEL:

There is no additional staff required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Workforce Escarosa, Inc., dba CareerSource Escarosa must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Neighborhood & Human Services Department staff will coordinate with Workforce Escarosa, Inc., dba CareerSource Escarosa, with the submission of this request.

Attachments

ITA WAIVER AND BUDGET_JUNE2020

CareerSource ESCAROSA

Steve Rhodes
Board Chairman

Sheryl Rehberg
Chief Executive Officer

Individual Training Account (ITA) Waiver Request

All Local Workforce Development Boards must comply with Section 445.003(3)(a)(1) which states:

At least 50 percent of the Title I funds for Adults and Dislocated Workers which are passed through to local workforce development boards shall be allocated to and expended on Individual Training Accounts unless a local workforce development board obtains a waiver from CareerSource Florida, Inc. Tuition, books, and fees of training providers and other training services prescribed and authorized by the Workforce Innovation and Opportunity Act qualify as Individual Training Account expenditures.

It is within the authority of the CareerSource Florida Board to grant a waiver to the 50% ITA expenditure requirement.

Pursuant to CSF Administrative Policy Number 074, CareerSource Florida allows local workforce development boards to request a waiver of the 50% Individual Training Account expenditure requirement using a "Sliding Scale" model. Using the Sliding Scale, ITA expenditures can be reduced by the waiver in direct relationship to the reduction of the individual local workforce development board's next fiscal year budget. Using the Sliding Scale, CareerSource Escarosa can request an ITA Waiver of up to 30% for FY 2020-2021.

Recommendation: Request approval for a 30% ITA waiver for FY 2020-2021.

Sliding Scale Waiver Calculation with Comparison of PY2012 Funding to PY2020

	LOCAL WORKFORCE BOARDS	PY 2012 FINAL ALLOCATION				PY 2020 FINAL ALLOCATION							
		Combined WIOA	WTP	WP	Total	Combined WIOA	WTP	WP	Total	% Change	2020-21 Sliding Scale Waiver	2019-20 Required ITA Expenditure	LWDB
1	CareerSource Escarosa	4,030,027	1,657,310	713,773	6,401,110	2,420,112	1,348,446	597,865	4,366,423	-31.79%	30%	30%	1
2	CareerSource Okaloosa Walton	1,420,264	444,500	403,002	2,267,766	754,559	456,421	321,501	1,532,481	-32.42%	30%	30%	2
3	CareerSource Chipola	1,156,342	304,049	164,452	1,624,843	705,597	346,711	113,525	1,165,833	-28.25%	30%	30%	3
4	CareerSource Gulf Coast	1,893,053	587,072	345,349	2,825,474	1,449,698	476,553	268,359	2,194,610	-22.33%	30%	40%	4
5	CareerSource Capital Region	2,804,824	1,390,346	590,414	4,785,584	3,149,608	1,030,440	497,172	4,677,220	-2.26%	45%	35%	5
6	CareerSource North Florida	1,326,436	429,916	169,835	1,926,187	735,163	327,922	127,181	1,190,266	-38.21%	30%	30%	6
7	CareerSource Florida Crown	1,216,112	608,379	169,002	1,993,493	761,866	785,439	126,522	1,673,827	-16.04%	30%	30%	7
8	CareerSource Northeast Florida	11,471,716	5,699,949	2,453,348	19,625,013	8,053,452	4,198,121	2,128,433	14,380,006	-26.73%	30%	30%	8
9	CareerSource North Central Florida	2,352,219	722,937	447,826	3,522,982	2,155,449	693,356	386,346	3,235,151	-8.17%	40%	30%	9
10	CareerSource Citrus Levy Marion	3,989,936	1,714,448	745,350	6,449,734	3,434,518	1,759,613	580,723	5,774,854	-10.46%	35%	30%	10
11	CareerSource Flagler Volusia	5,164,651	2,252,311	1,007,430	8,424,392	2,870,169	2,016,788	820,553	5,707,510	-32.25%	30%	35%	11
12	CareerSource Central Florida	17,717,636	7,108,516	3,946,415	28,772,567	10,364,142	7,099,297	3,611,581	21,075,020	-26.75%	30%	35%	12
13	CareerSource Brevard	4,959,316	1,371,794	932,613	7,263,723	2,229,622	1,340,880	748,463	4,318,965	-40.54%	30%	30%	13
14	CareerSource Pinellas	6,720,867	3 039,169	1,509,382	11,269,418	3,396,337	2,237,347	1,272,522	6,906,206	-38.72%	30%	50%	14
15	CareerSource Tampa Bay	10,449,749	6,679,166	2,093,998	19,222,913	8,189,435	4,200,665	1,954,767	14,344,867	-25.38%	30%	30%	15
16	CareerSource Pasco Hernando	4,279,040	2,133,162	924,226	7,336,428	3,202,189	2,113,352	856,835	6,172,376	-15.87%	30%	30%	16
17	CareerSource Polk	5,223,253	2,703,666	971,273	8,898,192	4,470,476	2,630,030	848,362	7,948,868	-10.67%	35%	30%	17
18	CareerSource Suncoast	4,405,537	2,074,207	1,040,112	7,519,856	2,563,094	1,323,933	963,692	4,850,719	-35.49%	30%	30%	18
19	CareerSource Heartland	1,712,657	470,069	240,536	2,423,262	1,567,584	1,018,932	222,605	2,809,121	15.92%	N/A - 50%	30%	19
20	CareerSource Research Coast	4,951,253	2,197,487	984,032	8,132,772	3,015,495	958,328	791,600	4,765,421	-41.40%	30%	30%	20
21	CareerSource Palm Beach County	10,719 835	3,123,575	2,138,982	15,982,392	6,568,102	2,357,422	1,948,803	10,874,327	-31.96%	30%	30%	21
22	CareerSource Broward	13,245,223	5,236,330	3,249,404	21,732,957	7,909,835	3,867,637	2,699,727	14,477,199	-33.39%	30%	30%	22
23	CareerSource South Florida	26,800,501	14,483,486	4,575,815	45,859,802	16,326,515	7,690,007	3,551,573	27,568,095	-39.89%	30%	30%	23
24	CareerSource Southwest Florida	8,035,723	2,721,572	1,820,288	12,577,583	5,716,286	2,237,269	1,649,065	9,602,620	-23.65%	30%	30%	24
	STATEWIDE TOTALS	156,046,170	69,155,416	31,636,857	256,838,443	102,009,303	52,614,907	27,087,796	181,612,006	-29.29%			

Funding/Budget Reduction	Sliding Scale Waiver
1%-5%	45%
>5%-10%	40%
>10%-15%	35%
>15%	30%

WORKFORCE ESCAROSA, INC.
FISCAL YEAR 2020-2021 PROPOSED BUDGET
FUNDING

5/14/2020

	FY 2019-2020 Carryforward	FY 2020-2021 Allocations	FY 2020-2021 Available Funds	FY 2020-2021 Planned Carryforward	FY 2020-2021 Proposed Budget	FY 2019-2020 Approved Budget	Variance
WIOA Adult	-	800,503	800,503	(0)	800,503	1,193,702	(393,199)
WIOA Dislocated Worker	691,330	609,448	1,300,778	11,591	1,289,186	1,258,447	30,739
WIOA Youth	480,994	1,010,161	1,491,155	325,478	1,165,677	1,169,987	(4,310)
WIOA Supplemental Funds	-	-	-	-	-	163,135	(163,135)
WIOA Performance Incentives	-	-	-	-	-	55,417	(55,417)
WIOA Integrated Services Pilot Project (SOAR)	-	-	-	-	-	259,456	(259,456)
Emerging Initiatives - Foundational Skills	19,233	-	19,233	-	19,233	20,833	(1,600)
Emerging Initiatives - Healthcare	-	-	-	-	-	444,603	(444,603)
Apprenticeship Expansion	107,433	-	107,433	-	107,433	45,000	62,433
COVID-19 National Emergency	239,789	-	239,789	-	239,789	15,000	224,789
COVID-19 PPE	-	-	-	-	-	20,000	(20,000)
Supplemental Nutrition Assistance Program	27,162	105,663	132,825	25,125	107,700	109,938	(2,238)
RESEA/UC Services	9,240	-	9,240	-	9,240	135,456	(126,216)
Welfare Transition Program	252,345	1,348,446	1,600,791	-	1,600,791	1,233,502	367,289
Wagner Peyser	36,183	194,553	230,736	16,826	213,909	169,905	44,004
WP - Military Family Employment Program	-	78,832	78,832	-	78,832	47,331	31,501
Wagner Peyser Performance Incentives	-	-	-	-	-	7,867	(7,867)
Trade Adjustment Assistance	-	15,000	15,000	-	15,000	30,322	(15,322)
Veterans - DVOP	5,973	38,595	44,568	352	44,215	38,595	5,620
Veterans - LVER	-	35,957	35,957	301	35,656	37,832	(2,176)
Veterans - Consolidated DVOP/LVER	-	13,387	13,387	-	13,387	16,220	(2,833)
	1,869,681	4,250,545	6,120,226	379,673	5,740,553	6,472,548	(731,995)
Florida Job Growth Training/PSC	-	-	-	-	-	15,390	(15,390)
TOTAL	**1,869,681**	**4,250,545**	**6,120,226**	**379,673**	**5,740,553**	**6,487,938**	**(747,385)**

Notes: FY 2019-2020 Carryforward will be finalized after the close of the fiscal year.
FY 2020-2021 Allocations are subject to change with DEO's final confirmations.

WORKFORCE ESCAROSA, INC.
FISCAL YEAR 2020-2021 PROPOSED BUDGET

5/14/2020

	ADMIN	PROGRAM SERVICES	FY 2020-2021 PROPOSED BUDGET	FY 2019-2020 APPROVED BUDGET	VARIANCE
Salaries	292,979	1,517,254	1,810,234	1,821,086	(10,852)
Employee Costs	60,738	503,315	564,053	566,222	(2,168)
Retirement	14,649	75,863	90,512	109,480	(18,968)
PEO Fee	66,718	-	66,718	68,612	(1,894)
Advertising	500	2,200	2,700	3,496	(796)
Audit/Tax Return	28,250	-	28,250	27,500	750
Background Checks	-	810	810	810	-
Bank Service Charges	2,500	-	2,500	2,500	-
Cleaning Service	-	36,585	36,585	10,703	25,882
Communications	2,729	65,836	68,565	76,346	(7,781)
Copier Expenses	150	6,875	7,025	6,725	300
Equipment Rental	1,150	11,000	12,150	12,150	-
Furniture & Equipment	-	11,000	11,000	207,749	(196,749)
Insurance	1,220	21,150	22,370	21,000	1,370
Job Fairs & Outreach	-	5,000	5,000	6,483	(1,483)
Legal	2,500	-	2,500	2,765	(265)
License/Registration Renewals	200	-	200	189	11
Maintenance & Repairs	-	7,500	7,500	8,856	(1,356)
Maintenance Contracts	-	43,140	43,140	69,264	(26,124)
Memberships/Subscriptions/Publications	-	11,507	11,507	13,514	(2,008)
Office Move	-	-	-	129,215	(129,215)
Postage	500	3,350	3,850	3,100	750
Rent	10,088	385,274	395,362	508,004	(112,642)
Security	-	62,500	62,500	-	62,500
Sponsorships	-	2,000	2,000	2,000	-
Staff Training	2,000	34,326	36,326	44,200	(7,874)
Supplies - General Office	500	23,178	23,678	66,615	(42,937)
Temporary Services	-	236,000	236,000	25,000	211,000
Travel	5,000	30,090	35,090	67,755	(32,665)
Utilities	-	42,000	42,000	17,468	24,532
Website	-	6,000	6,000	6,000	-
Computer Network Allocation	3,710	(3,710)	-	-	-
TOTALS	**496,081**	**3,140,044**	**3,636,125**	**3,904,807**	**(268,682)**
Classroom Supplies	-	34,000	34,000	57,072	(23,072)
Classroom Equipment	-	1,500	1,500	500	1,000
Consulting Services (Tutor)	-	5,000	5,000	4,928	72
Employee Based Training (OJT)	-	161,002	161,002	349,108	(188,106)
Other Support Services	-	53,847	53,847	185,018	(131,171)
Service Provider Contracts	-	-	-	26,923	(26,923)
Subawards	-	999,369	999,369	999,369	-
Transportation	-	100,000	100,000	57,000	43,000
Tuition & Books	-	726,500	726,500	876,101	(149,601)
Work Verification Services/Assessment/Test	-	23,210	23,210	27,112	(3,902)
TOTALS	-	**2,104,428**	**2,104,428**	**2,583,131**	**(478,703)**
TOTAL EXPENDITURES	**496,081**	**5,244,472**	**5,740,553**	**6,487,938**	**(747,385)**

CareerSource ESCAROSA

Steve Rhodes
Board Chairman

Sheryl Rehberg
Chief Executive Officer

Workforce Escarosa, Inc. dba CareerSource Escarosa's Budget and Individual Training Account (ITA) Waiver Request for Fiscal Year 2020-2021 (July 1, 2020 – June 30, 2021) has been reviewed and approved as attested by placement of our signatures and authorization below:

CAREER SOURCE ESCAROSA

Board Chair: Steve Rhodes

CAREER SOURCE ESCAROSA

Chief Executive Officer: Sheryl Rehberg

This document approved as to form and legal sufficiency.
By Kim M. Johnson
Title Assistant County Attorney
Date 6/5/2020

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18048 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: CareerSource Escarosa Amendment to the Memorandum of Understanding with the Escambia County School District
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to the Memorandum of Understanding between CareerSource Escarosa and the Escambia County School District - Clara Long, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the Amendment to the Memorandum of Understanding (MOU) between CareerSource Escarosa (formerly Workforce Escarosa, Inc.) and the Escambia County School District. The Amendment enables the School District to pay the allocated infrastructure costs to CareerSource Escarosa, per the new Workforce Innovation and Opportunity Act (WIOA) legislation. This Amendment updates the infrastructure costs for the 2020-2021 school year.

BACKGROUND:

In accordance the Workforce Investment and Opportunity Act (WIOA) - Sections 678.700-678.755 and 678.760 and any state infrastructure mechanism requirement issued by the State of Florida, the funding of shared services and operating costs are to be coordinated by the Local Workforce Development Board with the partners for the funding of the infrastructure costs of the One-Stop Career Centers. CareerSource Escarosa will serve as the convener for WIOA partner meetings.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The amendment has been reviewed and approved as to form and legal sufficiency by Kia Johnson, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Workforce Investment and Opportunity Act (WIOA) - Sections 678.700-678.755 and 678.750.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood and Human Services in the submission of this request.

Attachments

MOU_JUNE2020

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
CURRICULUM AND INSTRUCTION
SCHOOL BOARD AGENDA EXECUTIVE SUMMARY

Item Number: V.b.1. K.1.

TITLE
Third Amendment to the Memorandum of Understanding Between Workforce Escarosa, Inc. DBA CareerSource Escarosa and the School Board of Escambia County, Florida

SUBMITTED BY:
Dr. Michelle Taylor, Director, Workforce Education

PERIOD OF GRANT/CONTRACT/REQUEST	FUNDING SOURCE	PROJECT COORDINATOR AND DEPARTMENT
February 18, 2020	Adult Education	Dr. Michelle L. Taylor, Director, Workforce Education

AMOUNT OF FUNDING REQUEST	*Is amount more, less or same as last year?*	TOTAL PROJECT	*Is the amount more, less or same as last year?*
$2,584.00 Actual reconciled costs were reduced	Less	$2,584.00	Less

PURPOSE

This amendment to the Memorandum of Understanding (MOU) Between Workforce Escarosa, Inc. DBA CareerSource Escarosa and the School Board of Escambia County, Florida (August 2017 School Board Agenda, Item Number V.b.1.K.2) enables the school district to pay the allocated infrastructure costs to CareerSource Escarosa per the new Workforce Innovation and Opportunity Act (WIOA)) Legislation. This amendment updates the infrastructure costs for the 2019-20 school year.

IMPLEMENTATION PLAN

1. Approval of this amendment.
2. Enter requisition for a PO to be created for payment to Escarosa.
3. Receive invoice from Escarosa for monies due.
4. Send invoice to accounts payable for payment to be made.

PARTICIPATING SCHOOLS/AGENCIES

CareerSource Escarosa
George Stone Technical College
All district high schools

ACTION REQUIRED

Board Approval

STRATEGIC ALIGNMENT – ***Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.***

PILLAR: Quality

GOAL: GOAL Q.1: To increase rigor at all levels

MEASURABLE OBJECTIVE:

Q.1.10. Increase the Postsecondary Adult Vocational student job placement rate by 2%.

DIRECTOR	DATE	
ASSISTANT SUPERINTENDENT	**DATE**	**DATE OF BOARD APPROVAL**
	2/6/2020	APPROVED ESCAMBIA COUNTY SCHOOL BOARD FEB 18 2020

Revised:January 2019
Retention: 5 years

Return this copy to:
Barbara Maresca
Workforce Education
30 E. Texar Drive
Pensacola, FL 32503

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

This Amendment ("the Amendment") to the Memorandum of Understanding dated August 15, 2017, is entered into by The School Board of Escambia County, Florida ("Board"), and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa ("CareerSource Escarosa") this 18th day of February, 2020.

Background

The parties entered into a Memorandum of Understanding (the "MOU") on August 15, 2017 to affirm the cooperative workforce training, employment and economic development efforts between the parties and address requirements of the Workforce Innovation and Opportunity Act of 2014 ("WIOA"). Said MOU was amended on February 20, 2018 and on October 16, 2018.

The parties are required to amend the MOU to include an infrastructure cost agreement (IFA) that is required by WIOA and has been negotiated and set forth as a part of this Amendment.

NOW, THEREFORE, the parties hereto mutually agree to the following changes:

1. Section III, Part A, Subpart 4, delete second paragraph and replace with

   Infrastructure costs to be paid to CareerSource Escarosa by the Board are based on the following:

   a. Cost Allocation Methodology
      Infrastructure costs per the annual budget are allocated by full time equivalent (FTE) for partners and programs that are physically located in the One-Stop Center. Attached to this Amendment is the One-Stop Budget Projection for 2020 fiscal year (Attachment A).

   b. Payment
      CareerSource Escarosa shall submit to the Board an invoice in the amount of two thousand five hundred eighty-four dollars ($2,584.00) to cover agreed upon One-Stop infrastructure costs to be paid within thirty (30) days for fiscal year 2019-20.

   c. Costs Reconciliation and Allocation
      The One-Stop Operating Budget is subject to change based upon increases or decreases in infrastructure costs contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30). Increases and decreases will be calculated and included in a subsequent amendment.

2. Section III, Part B, Subpart 3, delete second paragraph and replace with

Infrastructure costs to be paid to CareerSource Escarosa by the Board are based on the following:

a. Cost Allocation Methodology
Infrastructure costs per the annual budget are allocated by full time equivalent (FTE) for partners and programs that are physically located in the One-Stop Center. Attached to this Amendment is the One-Stop Operating Budget for fiscal year 2019-20 (Attachment A).

b. Payment
CareerSource Escarosa shall submit to the Board an invoice in the amount of two thousand five hundred eighty-four dollars ($2,584.00) to cover agreed upon One-Stop infrastructure costs to be paid within thirty (30) days.

c. Costs Reconciliation and Allocation
The One-Stop Operating Budget is subject to change based upon increases or decreases in infrastructure costs contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30). Increases and decreases will be calculated and included in a subsequent amendment. The actual infrastructure cost for fiscal year 2019-20 was one hundred eighty-four dollars ($184.00) less than projected, resulting in an actual infrastructure cost of two thousand five hundred eighty-four dollars ($2,584.00).

3. Any and all modifications contained herein shall take effect upon execution of this Amendment by both parties and remain in effect until the termination of the MOU or a subsequent Amendment is executed as a replacement.

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AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties hereto have agreed to this Amendment to become effective on February 18, 2020.

CareerSource Escarosa:

Sheryl Rehberg, Executive Director

02 28 20
Date

Escambia County Commission:

~~Luman May, Chairman~~
Steven Barry, Chairman

Date

Attest: Pam Childers,
Clerk of the Circuit Court

Deputy Clerk

BOCC Approved

This document approved as to form and legal sufficiency.
By Kim M. Johnson
Title Assistant County Attorney
Date 6/5/2020

School Board of Escambia County, Florida:

Patricia Hightower, Board Chair

2-19-2020
Date

Attest:

Malcolm Thomas, Superintendent

Date

APPROVED FOR LEGAL CONTENT
FOR Feb 2020 AGENDA
FEB 05 2020
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
FEB 18 2020
MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

WORKFORCE ESCAROSA, INC.
INFRASTRUCTURE FUNDING AGREEMENT (IFA)
FY2020 ONE-STOP BUDGET PROJECTION

Attachment A

FTE'S	59.00	24.60	2.50	1.50	2.00	3.20	10.40	1.00	7.00	2.00	3.00	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
FTE Percentage	58.31%	41.7%	4.2%	2.5%	3.4%	5.4%	17.6%	1.7%	11.9%	3.4%	5.1%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%
Infrastructure Costs	FY2018 ACTUAL	WIOA Adult	WIOA DisWkr	WIOA Youth	ISPP	SNAP	WTP	Military Family	WP	Vets DVOP	Vets LVER	ECSB	PSC	CAPC	SDSRC	NCBA	TCCC	VR	DBS	CS-JC
Copier Costs	7,000	2,919	297	178	237	380	1,234	119	831	237	356	24	24	24	24	24	24	24	24	24
Equipment Rental	12,200	5,087	517	310	414	662	2,151	207	1,447	414	620	41	41	41	41	41	41	41	41	41
Insurance	21,175	8,829	897	538	718	1,148	3,733	359	2,512	718	1,077	72	72	72	72	72	72	72	72	72
Network/Technology	147,681	61,576	6,258	3,755	5,006	8,010	26,032	2,503	17,521	5,006	7,509	501	501	501	501	501	501	501	501	501
Phones/Internet	53,185	22,175	2,254	1,352	1,803	2,885	9,375	901	6,310	1,803	2,704	180	180	180	180	180	180	180	180	180
Rent/Utilities	522,604	217,899	22,144	13,287	17,715	28,345	92,120	8,858	62,004	19,968	24,325	1,772	1,772	1,772	1,772	1,772	1,772	1,772	1,772	1,772
Repairs/Maintenance	9,000	3,753	381	229	305	488	1,586	153	1,068	305	458	31	31	31	31	31	31	31	31	31
Supplies	43,796	18,261	1,856	1,113	1,485	2,375	7,720	742	5,196	1,485	2,227	148	148	148	148	148	148	148	148	148
Subtotal	816,641	340,498	34,603	20,762	27,683	44,292	143,950	13,841	96,890	29,931	39,276	2,768	2,768	2,768	2,768	2,768	2,768	2,768	2,768	2,768
Additional Costs	Annual Budget	WIOA Adult	WIOA DisWkr	WIOA Youth	ISPP	SNAP	WTP	Military Family	WP	Vets DVOP	Vets LVER	ECSB	PSC	CAPC	SDSRC	NCBA	TCCC	VR	DBS	CS-JC
Other Programs	213,696	-	-	-	-	-	-	-	-	-	-									
Other One Stop Costs	360,666	170,556	17,240	15,681	-	-	126,333	7,307	23,550	-	-									
Program Management	360,180	157,285	15,555	27,055	16,947	14,852	99,028	5,567	13,936	3,982	5,973									
WIOA Direct Services	612,089	542,712	33,022	36,354	-	-	-	-	-	-	-									
Direct Client Support	1,965,032	669,309	50,153	999,369	39,908	5,000	201,293	-	-	-	-									
Program Services	1,290,518	207,147	15,828	88,143	72,306	45,793	766,539	52,116	35,457	3,792	3,397									
Service Provider Contracts	25,000	25,000	-	-	-	-	-	-	-	-	-									
Subtotal	4,827,181	1,772,010	131,798	1,166,602	129,161	65,645	1,193,192	64,990	72,943	7,774	9,370	-	-	-	-	-	-	-	-	-
TOTAL	5,643,822	2,112,507	166,401	1,187,364	156,844	109,938	1,337,142	78,832	169,833	37,705	48,646	2,768	2,768	2,768	2,768	2,768	2,768	2,768	2,768	2,768
Cash												2,768	2,768					2,768		
Exchange Value (In-kind)														2,768	2,768	2,768	2,768		2,768	2,768
Total Due CSE												2,768	2,768	2,768	2,768	2,768	2,768	2,768	2,768	2,768

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See http://dos.myflorida.com/library-archives/records-management/general-records-schedules)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA,FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

Initials of Each Signatory:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18049 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: CareerSource Escarosa One-Stop Operator
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CareerSource Escarosa (formally Workforce Escarosa, Inc.) to be named as a One-Stop Operator - Clara Long, Neighborhood & Human Services Department Director

That the Board confirm and approve CareerSource Escarosa to continue to serve as this region's One-Stop Operator. Workforce Innovation Opportunity Act (WIOA) requires competitive procurement of One-Stop Operators to coordinate service delivery of One-Stop partners and providers at a career center, with One-Stop Operators to be in place by July 1, 2020. A Local Workforce Development Board (in this case, CareerSource Escarosa) may be selected as a One-Stop Operator through sole source procurement upon agreement of the local chief elected official (Board of County Commissioners through its Chairman) and the state oversight entity (CareerSource Florida).

BACKGROUND:

CareerSource Escarosa completed a competitive procurement process and received no response to its invitation to negotiate, which was released through several medium and forwarded to entities on its vendor list and to local education agencies. Documentation evidencing CareerSource Escarosa's competitive procurement process are described in Attachment "B". CareerSource Escarosa's internal controls for eliminating conflicts of interest, for establishing appropriate firewalls, and for establishing oversight, monitoring, and evaluation performance are described in Attachment "A".

The primary responsibilities for the One-Stop Operator include: (1) Conducting quarterly reviews of each One Stop career center in the two-county area (Escambia and Santa Rosa) to ensure effective delivery of all partner programs;

(2) Coordinate with senior management, key partners, and officials to review program delivery efficiencies and make recommendations of best practices and training options for continuous improvement via quarterly strategy meetings; and (3) Review, develop, and enhance Memorandum of Understanding (MOU) with partnering programs, agencies and services to establish an integrated workforce "system" that extends beyond basic workforce services.

BUDGETARY IMPACT:

There is no budgetary impact associated with this request.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved as to form and legal sufficiency.

PERSONNEL:

There is no additional personnel needed to carry out this request.

POLICY/REQUIREMENT FOR BOARD ACTION:

CareerSource Escarosa must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

ONESTOPOPERATOR_JUNE2020

CareerSource ESCAROSA

CareerSource Escarosa (LWDA 1)

Workforce Innovation and Opportunity Act One-Stop Operator Services
Request for CareerSource Escarosa to be named as a One-Stop Operator

Background:

WIOA (Workforce Innovation Opportunity Act - Pub. L. 113-128), establishes the requirement for the procurement of One Stop Operators in the workforce system. All Florida CareerSource Boards are required to solicit proposals for One-Stop Operator Services. CareerSource Escarosa has complied with this requirement for the four-year period ending FY 2023-24 and has no suitable responses to the solicitation. Therefore, we respectfully request permission to fill the role of One-Stop Operator in our local area.

This role would not impact or change the already established CareerSource Escarosa day-to-day operations but serve as non-staff extension providing input for our services and community partnerships.

The primary requested responsibility roles for the named One-Stop Operator include:

- *Conduct quarterly reviews of each One Stop career center in our two-county area to ensure effective delivery of all partner programs.*
- *Coordinate with senior management, key partners, and officials to review program delivery efficiencies and make recommendations of best practices and training options for continuous improvement via quarterly strategy meetings.*
- *Review, develop, and enhance Memorandum of Understanding (MOU) with partnering programs, agencies and services to establish an integrated workforce 'system' that extends beyond basic workforce services*

As required to ensure compliance with the WIOA legislation, CSE released the Invitation to Negotiate for One-Stop Operator as outlined in the following timeline:

Advertising & Publishing ITN.....May 4, 2020
- *Posted on CSE Website*
- *Letters of ITN forwarded to entities on Vendor List and local education agencies*
- *Posted in Print Media*

Proposal Submittal Due Date.....May 29, 2020 by 2 p.m.
Provision of Services..... Begin July 1, 2020

The CSE Board Chief Executive Officer issued an ITN as required by WIOA, for proposals for a four-year period, ending with FY 2023-24.

Following approved CSE local and Florida State procurement policies to ensure a comprehensive outreach to secure RFP's for local One-Stop Operator services, *there were NO responses received by CSE for the local One-Stop Operator services.*

Action Requested:

Following documented solicitation and when there are no RFP's received, federal and state (2 CFR 220.320(f)) delineates that local CareerSource Board/s may be named as the One-Stop Operator ensuring the following parameters are in place:

Eliminate Conflicts of Interest;
Establishing appropriate firewalls; and,
Establish oversight, monitoring, and evaluation of performance

Attachment (A) outlines the CSE required policies outlined to ensure compliance as outlined in the WIOA legislation.

The CSE Board of Directors is hereby requesting consideration for approval from the Escambia and Santa Rosa Boards of County Commissioners to be named the local One-Stop Operator in compliance with the WIOA legislation.

CareerSource Escarosa

Signature
Steve Rhodes, Chairman

Date

Escambia County Board of Commissioners

Signature
Steven Barry, Chairman

Date

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: Kia M. Johnson
Date: 6/10/2020

Attachment A

One-Stop Operator following the required policies outlined in WIOA legislation:

- Eliminate Conflicts of Interest;
- Establishing appropriate firewalls; and,
- Establish oversight, monitoring, and evaluation of performance

Conflict of Interest (CSE Board Member)

- CareerSource Escarosa Policy prohibits any Board Member from participating in the selection, award, or administration of a contract involving the Board if a real or apparent conflict of interest would be involved. Such a conflict would arise when the Board member or any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated, has a financial or other interest in the firm, vendor, or service provider selected.

- If a Board member is aware (from the published agenda) of a conflict of interest prior to the Board meeting, the Board member must file a disclosure, indicating the nature of the conflict in a written memorandum to be filed with the person responsible for recording the Board minutes of the meeting, prior to the meeting in which consideration of the matter will take place. The memorandum becomes a public record upon filing, and will immediately be provided to the other members of the Board, and will be read publicly at the next meeting held subsequent to the filing of this written memorandum.

  In the event that disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure must be made orally at the meeting when it becomes known that a conflict exists. A written memorandum disclosing the nature of the conflict must be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and will be incorporated into the minutes of the meeting at which the oral disclosure was made. The memorandum becomes a public record upon filing, and will immediately be provided to the other members of the Board. The memorandum will be read publicly at the next meeting held subsequent to the filing of the memorandum.

Conflict of Interest (CSE Employee)

- CareerSource Escarosa Policy prohibits any employee from participating in the selection, award, or administration of a contract involving CareerSource Escarosa if a real or apparent conflict of interest would be involved. Employees who are directly involved in providing services to clients shall not participate in a transaction if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee or any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest that is the result of the transaction. Any employee who may be engaged in the procurement of goods and services for CareerSource Escarosa has an obligation to disclose any real or apparent conflict of interest with any vendor or contractor. Any employee who may be engaged in providing program services to clients has an obligation to disclose any real or apparent conflict of interest and to relinquish case management to an appropriate member of the Management Team.

Staff members who have a conflict of interest with any applicant for services may not participate in any eligibility determination, approval for enrollment, or approval for the provision of funded services. The conflict must be made known in writing and submitted to the Executive Director. The Executive Director will assign other staff members to determine eligibility and to provide any additional services. Reports of improper practice should be submitted directly to the Executive Director, except when the alleged impropriety appears to involve the Executive Director. Then, in such cases, reports should be referred to the Chair of the Executive Committee.

Conflict of Interest Statements

- Board Members are asked to sign an overall Conflict of Interest Statement acknowledging CareerSource Policy when they are elected to the Board. Staff members are required to sign a like Conflict of Interest Statement as part of their New Hire packet acknowledging CareerSource Conflict of Interest Policy as it pertains to staff members.

Firewall

- CareerSource Escarosa Policies define the Role of the Board, Executive Director, and staff. The Board of Directors is responsible for oversight of the organization by establishing board policies; identifying and proactively dealing with emerging issues; interpreting the organization's mission to the public; selecting and evaluating the performance of the Executive Director; establishing and maintaining programs and systems designed to assure compliance with terms of charter, contracts, and grants; selecting any Service Providers if direct services are not provided; and selecting the One Stop Operator as set forth in sec 121 (d) (2) (A) of the WIOA Innovation and Opportunity Act.

  The Executive Director is responsible for hiring and evaluating staff for each of the organization's departments. The Executive Director is responsible for CareerSource Escarosa staff that provides direct services at the One Stop Center and Satellite Offices. In addition, the Executive Director is responsible for the coordination of services delivered by staff of any selected Service Provider and all Partner organizations including staff of the Department of Economic Opportunity. The Executive Director acts as head of the Management Team of CareerSource Escarosa which includes the Chief Operations Officer, the Finance Director, Assigned Program Managers, Quality Assurance, and Site Coordinators for each of the locations providing services. The Executive Director has been clearly designated as the sole person accountable to the Workforce Board. All other Board staff report to and take direction from the Executive Director.

- The Operations Organizational Structure shows the Executive Director has delegated authority for day-to-day operations management to the Chief Operating Officer (COO). The Chief Operating Officer has authority and responsibility for all programs and services provided through the CareerSource Escarosa system. The Chief Operating Officer provides direct supervision to the CareerSource Escarosa Center Managers. All staff located within a CareerSource Escarosa One Stop Center, including Department of Economic Opportunity staff, report to the Center Manager for day to day operations.

- Through continued communication from the CSE Executive Director to CSE Board of Directors the message is clearly delivered that the Board's primary mission is one of design, oversight, and policy making and not management of day to day operations. Board members and Councils are keenly aware of the distinction in the roles of Board oversight and role of staff to manage the

operations. The Executive Director has been clearly designated as the sole person accountable to the Workforce Board. All other Board staff report to and take direction from the Executive Director.

Oversight, monitoring, and evaluation of performance (Fiscal and Program)

- CareerSource Escarosa measures fiscal performance based upon several requirements. These include an annual independent audit conducted by an outside accounting firm; ongoing fiscal monitoring conducted by DEO; internal monitoring for compliance with requirements outlined by the State and as reported in the State One Stop Management Information System (OSMIS). The Treasurer is responsible for reporting to the full Board at regularly scheduled meetings. The independent audit is presented annually to the full Board of Directors when completed.

- CareerSource Escarosa staffing structure allows for two full time Monitoring positions in addition to the COO and Program Specific Managers. Quality Assurance is a very high priority with monitoring of all programs and processes conducted on a minimum bi-annually. Historically, CSE has been a high-performing board and expects to continue this high level of performance under WIOA. CareerSource Escarosa management also conducts frequent monitoring and review of local operating procedures, services, and performance for continuous improvement purposes. All CSE monitoring related activities are reviewed by the Executive Director and if warranted, immediate corrective action plans are implemented for any concerns identified.

Attachment B

Invitation to Negotiate (ITN)
CareerSource Escarosa
One-Stop Operator

CareerSource Escarosa is interested in accepting proposals from potential providers to serve as the One-Stop Operator as required by the Workforce Innovation and Opportunity Act of 2014 (WIOA) Public Law 113-28.

The One-Stop Operator will coordinate services of WIOA One Stop partners to ensure ongoing and increased access to multiple services for individuals requiring these services.

Additional details for the ITN can be found at: www.careersourceescarosa.com

Interested entities must submit proposals via email to CareerSource Escarosa's administrative office (jsims@careersourceescarosa.com) no later than May 29, 2020 at 2:00 p.m.

One Stop Operator
ITN
Mailing List

Organization/Company	Street Address	City	State	Zip Code
Calvary Christian Center	939 Massachusetts	Pensacola	Fl	32505
Camp Fire Boys & Girls	1814 Creighton Road	Pensacola	FL	32504
Children's Home Society	1300 N. Palafox Street, #103	Pensacola	FL	32501
Communities in Schools of NWFL	P.O. Box 71	Pensacola	FL	32591-0071
Customized Business Improvements	3309 Lakeside Circle	Parrish	FL	34219
Department of Community Affairs Community Service Division	221 Palafox Street	Pensacola	FL	32502
Escambia County School District	30 East Texar Drive	Pensacola	FL	32503
Families Count	4400 Bayou Boulevard, #46	Pensacola	FL	32503
Florida Department of Health	1295 W. Fairfield Drive	Pensacola	FL	32501
Franklin/Duncan, Inc.	P.O. Box 21545	Ft. Lauderdale	FL	33335-1545
Geographic Solutions, Inc.	1001 Omaha Circle	Palm Harbor	FL	34683-4036
Goodwill Industries	2448 Gordon Smith Drive	Mobile	AL	36617
Gulf Coast Institute of Career Development	4630 N. "W" Street	Pensacola	FL	32501
Gulf Coast Internet	41 N. Jefferson Street, #401	Pensacola	FL	32521
Henkels & McCoy, Inc/Network	2637 Stanton Hall Court	Windermere	FL	34786
IQM and The Institute	1205 Gardenia Drive, #100-A	Tallahassee	FL	32312
LOL Enterprises, Inc.	105 Tarragona Way	Dayona Beach	FL	32114
Millennium Education Technologies, Inc.	1246 Hilltop Drive	Naples	FL	34013
Pensacola State College	1000 College Boulevard	Pensacola	FL	32504
Santa Rosa County School District	5086 Canal Street	Milton	FL	32570
Southeastern Vocational Services	2001 N. "E" Street	Pensacola	FL	32501
Summit Enterpises	1878 E. Nine Mile Road, #1008	Pensacola	FL	32514
The Paxen Group, Inc.	710 Atlantis Road	Melbourne	FL	32904
The Salvation Army	1501 N. "Q" Street P.O. Box 18569	Pensacola	FL	32523
Tuzzeo Consulting	4203 Spanish Trail Place	Pensacola	FL	32504
United Way of Escambia County	1301 W. Government Street	Pensacola	FL	32502
United Way of Santa Rosa County	6479 Caroline Street	Milton	FL	32570
University of West Florida	11000 University Parkway	Pensacola	FL	32514

One Stop Operator
ITN
Mailing List

West Florida Chamber of Commerce	1822 Saint Catherine Avenue	Pensacola	FL	32501-1046
Workforce Development Solutions, Inc.	3240 Capital Circle S.W.	Tallahassee	FL	32310
Workforce Response, Inc.	3495 Old Federal Road	Quincy	FL	32351
FloridaWest Economic Development Alliance	117 West Garden Street	Pensacola	FL	32502

Notice Through Email

Email Address	Organization/Company
Hunnicutt.Pamela@odlemanagement.com	Olde Management Group, LLC
Susanbowden@tds.net	Workforce Response, Inc.
rgoss@henkels.com	Henkels & McCoy, Inc.
C_jordan@familiescount.net	Families Count
mmaurer@rescare.com	Arbor Education & Training
Keith.dixon@jobtrainingunlimited.com	Job Training Unlimited, Inc.
cleach@rescare.com	Arbor Education & Training



Pensacola News Journal
May 4, 2020
Miscellaneous Notices

Invitation to Negotiate (ITN) CareerSource Escarosa One-Stop Operator CareerSource Escarosa is interested in accepting proposals from potential providers to serve as the One-Stop Operator as required by the Workforce Innovation and Opportunity Act of 2014 (WIOA) Public Law 113-28. The One-Stop Operator will coordinate services of WIOA One Stop partners to ensure ongoing and increased access to multiple services for individuals requiring these services. Additional details for the ITN can be found at: www.careersourceescarosa.com Interested entities must submit proposals via email to CareerSource Escarosa's administrative office (jsims@careersourceescarosa.com) no later than May 29, 2020 at 2:00 p.m Legal No. 4176923 May 4, 2020

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Search Public Records Now
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ATTENTION! THIS IS A PUBLIC SERVICE ANNOUNCEMENT:

Effective Monday, June 1, 2020, all CareerSource Escarosa offices will be OPEN to the general public.

We are now located at 6913 N. 9th Avenue. Please bring your face covering or mask. All visitors will be screened before entering the center. See our **current Press Release Here.**

I often wonder what motivates people to stay at jobs for years, and love what they do? Is it their pay, benefits, responsibilities to their families, and or consequence? As a twenty-six-year-old single mother of a six-year-old and three-year-old, I have thought of all these factors before and after being terminated and or walking away [...]

More Success Stories

Tweets by @CSEscarosa

CareerSourceEscarosa
@CSEscarosa

Our Pensacola Career Center has moved and is now open to the public. Our new address is 6913 N. 9th AVE. Pensacola, FL 32504. We are open from 8 AM to 4 PM Monday - Friday, closed Saturdays and Sundays. When visiting, please bring a mask.

18m

CareerSourceEscarosa
@CSEscarosa

NEED TO FILE FOR REEMPLOYMENT ASSISTANCE? CONSIDER FILING A PAPER APPLICATION ..READ BELOW! GO TO THIS LINK TO ACCESS THE ONLINE PAPER APPLICATION: floridajobs.org/Reemployment-A

Apr 6, 2020

CareerSourceEscarosa
@CSEscarosa

Embed View on Twitter

Quick Links

- Invitation to Negotiate One-Stop Operator
- Employer's Hiring Right Now
- Reemployment Assistance Paper Application
- Reemployment Assistance Resource Guide COVID 19
- Reemployment Assistance COVID 19 FAQ's
- Gig-Economy Report
- LWDB 1 (4) Year Plan
- 2020-2027 Employment Projections
- Disaster Recovery Jobs
- Re-Employment Assistance
- Upcoming Job Fairs & Events
- Workforce Innovation and Opportunity Act (WIOA)
- Tobacco Free Assistance Program
- CareerSource Escarosa Customer Satisfaction Survey
- Complete Florida
- UWF Center for Cybersecurity

CareerSource Escarosa is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.
All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via TTY 1-800-955-8771 or TDD/Voice 1-800-955-8770.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18050 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: CareerSource Escarosa Grantee-Subgrantee Agreement
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the CareerSource Escarosa Grantee-Subgrantee Agreement - Clara Long, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the Grantee-Subgrantee Agreement between CareerSource Escarosa (formerly known as Workforce Escarosa, Inc.) Local Workforce Development Board and Florida Department of Economic Opportunity (DEO). This Agreement is required to carry out the duties and responsibilities assigned by the Governor under each federal Grant assigned to DEO. This Agreement is to enhance accountability, transparency, and oversight of Florida's Workforce Development System.

BACKGROUND:

The Department of Economic Opportunity (DEO) has updated the Grantee-Subgrantee Agreement to enhance accountability, transparency, and oversight of Florida's Workforce Development System. This Agreement serves as a contract between the Local Workforce Development Board (LWDBs) and DEO and outlines each partner's roles and responsibilites. The Agreement incorporates new provisions governing the workforce programs managed in the local areas and establishes the terms and conditions that LWDBs must agree to in order to receive Federal and State workforce funds from DEO. Pursuant to Section 121(h) of the Workforce Innovation and Opportunity Act (Pub.L.113-128) and section 445.009(2)(c), Florida Statutes, DEO and the Board intend for this Agreement to satifsy the requirements that the Board enter into a memorandum of understanding and infrastructure funding agreement with each mandatory or optional partner participating in the one-stop delivery system.

BUDGETARY IMPACT:

There is no budgetary impact for this request.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has approved the plan as to form and legal sufficiency.

PERSONNEL:

There is no additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

CareerSource Escarosa must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the plan shall be submitted to the Department of Economic Opportunity (DEO). CareerSource Escarosa has coordinated with the Department of Neighborhood and Human Services in submission of this request.

Attachments

Grantee-Subgrantee AGREEMENT_JUNE2020

CareerSource ESCAROSA

Steve Rhodes
Board Chairman

Sheryl Rehberg
Chief Executive Officer

June 8, 2020

Steven Barry, Chairman
Board of County Commissioners
Escambia County, Florida
P.O. Box 1591
Pensacola, FL 32591-1591

Dear Chairman Barry:

The Department of Economic Opportunity (DEO) has updated the Grantee-Subgrantee Agreement to enhance accountability, transparency, and oversight of Florida's workforce development system. This agreement serves as a contract between the Local Workforce Development Boards (LWDBs) and DEO and outlines each partner's roles and responsibilities. The attached updated agreement incorporates new provisions governing the workforce programs managed in the local areas and establishes the terms and conditions that LWDBs must agree to in order to receive federal and state workforce funds from DEO.

CSE requests that you review and agree to the terms and conditions of this agreement.

Best regards,

Sheryl Rehberg

Sheryl Rehberg
Chief Executive Officer

SR/js

Attachment

AGREEMENT
BETWEEN CAREERSOURCE ESCAROSA
AND THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

This Agreement is entered into between the State of Florida, Department of Economic Opportunity ("DEO"), and Workforce Escarosa, Inc., d/b/a CareerSource Escarosa ("Board" or "Subrecipient"). DEO and the Board are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO is Florida's designated state agency for receipt of federal workforce development funds, and is required to carry out the duties and responsibilities assigned by the Governor under each federal grant assigned to DEO; and

WHEREAS, the Board is a "subrecipient" of funds (as that term is defined by federal law), and a "recipient" of funds (as that term is defined by state law); and

WHEREAS, pursuant to section 121(h) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and section 445.009(2)(c), Florida Statutes, DEO and the Board intend for this Agreement to satisfy the requirements that the Board enter into a memorandum of understanding and infrastructure funding agreement with each mandatory or optional partner participating in the one-stop delivery system.

1. DEFINITIONS AND ACRONYMS.

a. **"Board"** means the Local Workforce Development Board
b. **"CDBG-DR"** means Community Development Block Grant-Disaster Recovery.
c. **"CFR"** means Code of Federal Regulations.
d. **"CLEO"** means the Chief Local Elected Official.
e. **"DCF"** means the Florida Department of Children and Families.
f. **"FDLE"** means the Florida Department of Law Enforcement.
g. **"LWDA"** means Local Workforce Development Area.
h. **"MOU"** means Memorandum of Understanding.
i. **"NFA"** means Notice of Award/Notice of Fund Availability.
j. **"RA"** means Reemployment Assistance.
k. **"SNAP E&T"** means the Supplemental Nutrition Assistance Program Employment & Training program.
l. **"State Board"** means the State Workforce Development Board.
m. **"TAA"** means Trade Adjustment Assistance.
n. **"WIOA"** means the Workforce Innovation and Opportunity Act.
o. **"WP"** means the Wagner-Peyser Act.
p. **"WT"** means the Welfare Transition program.

2. **TERM AND EXPIRATION.** The Effective Date of this Agreement is July 1, 2020. This Agreement ends on June 30, 2021 (the "Expiration Date"), unless otherwise terminated as set forth herein. This Agreement may be renewed or extended for a period of time to be determined by DEO in its sole discretion, and without the Board's approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior agreement in effect between DEO and the Board regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period". Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the LWDA is redesignated in whole or in part, or the Board is decertified, then DEO may terminate this Agreement. If DEO elects to terminate this Agreement, then DEO will notify the Board and the CLEO of such termination, when the termination becomes effective, and any termination instructions.

3. FISCAL AND ADMINISTRATIVE CONTROLS.

a. DEO will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. DEO shall have final authority as to both the

availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not create DEO's default under this Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced. The Subrecipient shall not expend funding provided under this Agreement or made available pursuant to any NFA to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO) or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which the Subrecipient instituted or in which the Subrecipient has joined as a claimant.

b. DEO will make funding available to the Subrecipient by issuing NFAs through DEO's financial management information system. Each NFA may list or incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's successful performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if a conflict between the terms of this Agreement and any NFA, the terms of the NFA shall control.

c. Accountability for Funds.

   i. Reduction or Suspension of Funding. DEO may partially, completely, temporarily or permanently, reduce or suspend any funding provided under this Agreement or funding made available pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and regulations, or the terms of this Agreement or any NFA. DEO will exercise its authority to reduce or suspend funding in accordance with the applicable federal and state laws, rules, regulations, and policies.

   ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, DEO has an absolute right to recoup funds. DEO may refuse to reimburse the Subrecipient for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of funds if DEO terminates this Agreement.

   iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of funds;
   (ii) a use of funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an "Overpayment"), then the Subrecipient shall return such Overpayment of funds to DEO.

   iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to DEO within 30 days of the Subrecipient's discovery of an Overpayment or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

d. By signature below, the Subrecipient certifies to DEO that it has written administrative procedures, processes, and fiscal controls in place for the operation of WIOA, WP, TAA, SNAP E&T, WT, CDBG-DR and any other program for which the Subrecipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this Agreement. DEO may request copies of the Board's written procedures and policies for review. As needed, DEO shall provide guidance and technical assistance to the Subrecipient to ensure compliance with this section. If the Subrecipient cannot certify that it has written administrative procedures, processes, and fiscal controls in place for the operation of any program for which it may receive funds at a future date, then as a condition precedent to the award of any funds, the Subrecipient shall establish and adopt such written administrative procedures, processes, and fiscal controls, as necessary for the

applicable program.

e. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal controls in place for the payment of supportive services including, but not limited to prepaid gas or prepaid debit cards. Controls must address issuance, storage, and reconciliation of prepaid gas or prepaid debit cards. The Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that the value of the supportive service is consistent with the documented need of the participant.

f. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.

g. The Board will appoint at least one Regional Security Officer that is responsible for ensuring the Board's compliance with all information system security matters and system access control for users of DEO-owned systems. The Regional Security Officer will comply with policies and requirements imposed by DEO. The Subrecipient will designate a custodian for purchased property and equipment that will be responsible for ensuring the Subrecipient's compliance with 2 CFR §§ 200.310-200.316.

h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one- stop delivery system. The Subrecipient and its designated one-stop operator or managing partner shall be responsible for all activities involved in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and otherwise managing leases.

i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents produced, approved, or disseminated by DEO, the State Board, or any other entity whose funds are made available to the Subrecipient through DEO. These documents will be made available on DEO's website or distributed to the Subrecipient through other means.

j. Funds provided to the Subrecipient by DEO may not be used to pay consultants in excess of $710 per day and must be documented as reasonable and necessary.

4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.

a. DEO may request any information at any time from the Subrecipient. The Subrecipient shall provide any requested information in the form and manner requested by DEO, within the time frame established by DEO, so DEO may review the Board's performance and compliance and compile and submit information to the appropriate parties. The Board shall provide timely electronic data to DEO, via the electronic financial and programmatic data systems established by DEO in order to allow DEO to provide accurate reports to state and federal funding agencies, the State Board, and other interested parties, and to review the Board's fiscal status and performance.

b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take prompt corrective action with respect to any audit findings.

c. The Subrecipient shall allow access to representatives of DEO, DEO's Office of Inspector General and Office of Civil Rights, appropriate representatives from other state and federal funding agencies, and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections, investigations, proceedings, hearings, or audits (each a "Compliance Review"). The Subrecipient will fully cooperate with any Compliance Review conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement and may result in the termination or suspension of this Agreement and any funding provided by DEO. DEO reserves the right to, in its sole discretion, decide what constitutes full cooperation under this paragraph. DEO may exercise its rights under this paragraph at any time and as frequently as DEO deems necessary. The Subrecipient will reimburse DEO for all reasonable costs incurred by DEO for any activity conducted pursuant to this section that results in the suspension or termination of this Agreement. The Subrecipient will not be responsible for costs incurred from activities conducted under this section that do not result in the suspension or

termination of this Agreement. Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (c).

d. Annually, the subrecipient shall submit the following information electronically to FMA-RWB@deo.myflorida.com by the deadlines prescribed below:
    - Completed Salary Cap by April 1;
    - Annual detailed budget of revenues and expenditures by funding source by October 1; and
    - Completed Internal Control Questionnaire signed by Board Chair and Executive Director by September 30.

e. The State Board and DEO have established special guidelines concerning audit quality as guidance for the Board. For the procurement of the audit services, the Board must procure these services in accordance with Florida Statutes. As part of these guidelines, the Board is also required to communicate to their independent auditors (auditor) the following procedures that must be performed:

    i. It is essential that the auditor test the Board's reconciliation of its financial records to the Subrecipient Enterprise Resource Application (SERA) maintained by DEO. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the Board in a satisfactory manner.

    ii. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems. However, the State Board and DEO have established state level guidance for cash management that should also be tested. The auditor should review the key guidelines contained in the SERA Manual produced by DEO concerning cash management, especially the criteria for Allowable Cash on Hand, and conduct the appropriate tests of compliance.

    iii. It is required that auditors always prepare and submit a management letter for those findings and observations not included in the audit report, as opposed to providing only a verbal briefing. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, concerning the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.

    iv. All funds overseen, managed, or administered by the Board must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the Board or Board's leadership exercises any controlling influence, such as a foundation or an association. For purposes of this guidance document, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.

    v. For any affiliated organization, at a minimum the audit report should disclose the entity's mission or purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity's relationship to the Board's activities; and a statement that the activities of the entity comply with Federal Regulations and Florida Statues, as applicable. The auditor may need to provide other disclosures and presentations (such as consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities.

    vi. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by the DEO.

    vii. The Board must limit the audit services to no more than five years and then must follow Florida Statutes and its own policies to competitively re-procure these services. The previous audit firm may

be awarded the new contract for audit services through the competitive procurement if the lead partner of the audit firm had not been engaged with the Board for any of the previous five years.

f. DEO will meet at least annually with the CLEO and the Board to review the Board's performance and compliance and will notify the Board's Chief Executive Officer and CLEO in writing of any findings, deficiencies, recommendations, or other areas of concern. The Board's failure to meet its negotiated level of performance or its failure to comply with state and federal laws, regulations, standards or the terms of agreements between the Board and DEO may constitute grounds for corrective measures, sanctions and remedies, consistent with WIOA and any policies of DEO or the State Board. DEO may require corrective measures be taken in accordance with a Performance Improvement Plan, or other appropriate action, developed by DEO. The Board's failure to comply with the terms of any Performance Improvement Plan or other appropriate action will constitute a material breach of this Agreement, may result in the suspension or termination of this Agreement, the reduction or withholding of funding provided under this Agreement, or any other sanction or remedy available to DEO by law.

5. **THE BOARD'S ONE-STOP DELIVERY SYSTEM.** The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c) and 678.305. The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S., and applicable policies, including the following one-stop delivery system requirements:

   a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the infrastructure funding agreement is effective. This may be a different time period than the duration of the MOU.

   b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the career center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).

   c. Identification of all career center partners, chief local elected officials, and Board participating in the infrastructure funding arrangement.

   d. Steps the Board, chief local elected officials, and career center partners used to reach consensus or an assurance that the local area followed the guidance for the State funding process.

   e. Description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

   f. Description of the periodic modification and review process to ensure equitable benefit among one- stop partners.

   g. The Board shall incorporate infrastructure funding provisions in each memorandum of understanding with its one-stop partners. Remedies for nonperformance must also be included.

6. **SERVICES DELIVERED BY DEO STAFF WITHIN THE BOARD'S ONE-STOP DELIVERY SYSTEM.**

   a. Certain workforce program services will be performed by DEO staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, services to veterans, services to migrant and seasonal farmworkers, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict regarding management of DEO staff to DEO for resolution.

   b. The Parties shall maintain a staffing structure chart describing each career center site location, the designated one-stop operator or managing partner at the site location, all DEO staff placed at the site location, and the position

classification and program assignment for each DEO staff member working at the site location. The Board must provide a copy of the staffing structure in an organizational chart to DEO Human Resources annually by July 1 or within 30 days upon changes to the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a timely fashion.

c. The Board will provide DEO information and recommendations regarding the performance of DEO staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of DEO staff. DEO will act on the information provided by the Board, but the ultimate decision for any personnel action remains with DEO.

d. DEO staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all DEO policies - including DEO's travel, leave, and time distribution policies. DEO staff assigned to the Board will be required to obtain their local manager's approval prior to taking leave.

e. The Board shall consult with DEO with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any DEO staff holding positions covered by a collective bargaining agreement. DEO will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.

f. DEO retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of DEO staff.

g. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for DEO staff. The personnel liaison must be a DEO staff member. The Board will provide the name and contact information of the designated personnel liaison to the DEO Human Resource Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.

h. The Board shall jointly plan with DEO for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Board will provide the services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board's partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, services to employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification purposes, "basic career services" are referred to as "core services" in section 445.009(6)(a)(c), Florida Statutes, and "individualized career services" are referred to as "intensive services" in section 445.009(7), Florida Statutes.

i. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

7. OPEN GOVERNMENT AND CONFIDENTIALITY.

a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator for the purpose of ensuring that all public records matters are handled appropriately.

b. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT DEO'S CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

c. The Board will have access to varying types of confidential information as a result of its performance under this Agreement. The Board will protect the confidentiality of any information to which it has access in accordance with applicable law. The Board will obtain guidance from DEO with respect to confidentiality matters. DEO will facilitate the Board's requests for guidance from other state agencies.

d. Staff of the Board, its agents, contractors, subcontractors and any other entity performing services on behalf of the Board granted access to workforce information systems, including systems containing confidential information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form must be retained by the Board and made available to DEO upon request.

e. Board requests for DEO data must come from Board executive staff to DEO. DEO will not accept data requests from the Board's contractors. DEO will only grant access to DEO-owned systems to staff of the Board, its agents, contractors, subcontractors and entities performing services on behalf of the Board.

f. DEO may provide the Board access to RA information on an ongoing basis as a result of the Board's use of shared information systems and the provision of integrated services. Access to such information will typically be at no cost (any cost imposed by DEO will be reflected in a separate agreement between the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes, and 20 CFR 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information. DEO will immediately suspend or cease providing the Board access to RA information if DEO determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR 603, and the conditions set forth below. DEO may, in its sole discretion, provide access once DEO is satisfied that the Board has cured the deficiency. The Board shall:

   i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
   ii. store the information, whether physically or electronically, in such a manner that is secure from unauthorized access;
   iii. ensure the information is only accessible by authorized individuals that have an actual need to access the information for a legitimate and lawful purpose;
   iv. ensure that any entity to which the Board further discloses the information complies with these terms;
   v. not store the information on any portable storage media device (e.g., laptops, external hard drives, thumb drives, iPads, tablets, or smartphones, etc.);
   vi. to the extent practicable, and considering the arrangement in place under this Agreement (shared information systems), destroy the information after the purpose for which it is disclosed is accomplished in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from DEO's information systems;
   vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a system sufficient to allow DEO to conduct an audit of transactions concerning the information;
   viii. ensure all individuals obtaining access to the information are aware of the penalties established by section 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the execution of this Agreement; and
   ix. allow DEO or its representatives access to conduct onsite inspections to ensure the Board's compliance with section 443.1715, Florida Statutes.

g. The Board will immediately notify DEO of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging to DEO, DEO reserves to right to determine whether the provisions of section 501.171, Florida Statutes, apply. DEO will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Board will provide the notifications if deemed necessary by DEO and will not provide said notifications without prior approval from DEO. DEO will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Board's control, including, but not limited to, the cost of sending breach notifications.

8. BACKGROUND SCREENINGS.

a. Level 1 Screenings.

i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require and obtain a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances (including assignment to a new or different contract for Board contractors). The Board will develop a policy for implementing background screenings.

ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is responsible for all costs associated with obtaining the Level 1 background screening described in this section.

iii. The Board will maintain its background screening material in a locked file cabinet or other secure location and store the material separately from any official employee personnel file. The Board will protect the confidentiality of the screening materials as required by law or contract.

iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1 background screening. The list must include, but need not be limited to, the name of the individual, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the employment or access granted to the individual that was the subject of the screening.

b. Level 2 Screenings.

i. The Board shall identify and disclose to DEO all Board staff positions that may be granted access to confidential data, including confidential data stored in the information systems used by workforce service providers to manage and report participant information. The Board must review all Board staff positions to determine if the positions should be designated as a position of Special Trust. Positions determined by DEO to be positions of special trust, and all employees placed or considered for placement in a Board Special Trust Position must undergo a Level 2 background screening as set forth more specifically below. For all Board Special Trust Positions, only a Level 2 background screening is necessary.

ii. Level 2 background screenings are necessary to ensure individuals with criminal convictions or individuals that are under criminal investigation or become under criminal investigations related to theft, fraud, forgery, embezzlement, crimes of violence or any similar matters are not approved for access to confidential information. This includes individuals who plea or pleaded nolo contendere or no contest to such charges or offenses; negative information of this type may disqualify a person from being granted access to confidential information under this Agreement. The Level 2 background screenings must include a state and National Criminal Information Center check through the Federal Bureau of Investigations with no negative results to the above type of offenses/convictions.

iii. For Board employees that have not had a Level 2 background screening within the past five years and who are currently employed in a Board Special Trust Position, the Board shall transmit a list of those employees in the method prescribed by DEO, in form and substance acceptable to DEO, within 45 days after request by DEO. DEO and the Board shall coordinate to establish a timeline to conduct all level 2 background screenings for current Board employees in a Board Special Trust Position. If the Board intends to place a new employee in a Board Special Trust Position, then the Board shall require that employee undergo a Level 2 background screening prior to any offer of employment. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.

iv. State merit staff shall undergo Level 2 background screenings pursuant to the standards specified in section 435.04, Florida Statutes, as a pre-condition of employment. DEO will assist the Board in obtaining state merit staff the required Level 2 background screenings pursuant to DEO's established processes

and procedures. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re- employment in all circumstances.

9. LOCAL PLAN AND ASSURANCES.

a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures, and local activities that are carried out in the LWDA consistent with the state plan and must contain all content required by DEO. Further, the plan must describe the Board's methods for ensuring the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. The Board will continue to develop and update its local plan in accordance with applicable provisions of law and as directed by DEO or the State Board.

b. Executive Order 11-116, signed May 21, 2011, by the Governor of Florida, requires DEO to use the U.S. Department of Homeland Security's E-Verify system. The Board shall utilize the E-Verify system to verify the employment eligibility of all new employees after the Effective Date. After the Effective Date, and for all current employees, prior to any promotion or during that employee's Level 1 or Level 2 background rescreening, the Board shall use the E-Verify system.

10. PROCUREMENT.

a. If the Board enters into a contract in the amount of $1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, DEO will provide a form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.

b. If the Board is affiliated with a local government entity, it will ensure compliance with section 287.133(2)(a), Florida Statutes. Any person or affiliate, as defined by that section of the Florida Statutes, placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to any solicitation for the provision of goods or services to the Board. The Board will not accept any solicitation response from such an entity and will not award a contract in excess of $35,000 for a period of 36 months from the date an entity is placed on the convicted vendor list. Upon request, DEO will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph.

c. The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. DEO recommends the Board include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's discriminatory vendor list.

d. DEO encourages the Board to seek goods and services through the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities).

e. The Board will obtain prior written approval from DEO prior to purchasing any information technology resource or conducting any activity that will, in any way, access DEO data and DEO-owned systems. To ensure statewide efficiency of funding, prior approval from DEO must also be obtained prior to requesting any changes or enhancements to Employ Florida.

f. The Board shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

g. The Board may not purchase memberships or enter into any agreements with the Florida Workforce Development Association with funds provided by DEO. The Board may pay for registration dues in conjunction with training, including but not limited to the annual Summit provided by the Florida Workforce Development Association.

h. Funds expended for events must be compliant with 2 CFR 200.421, and DEO's Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to connect individuals to employment and training services.

11. COMPENSATION AND TRAVEL.

a. Funds provided by DEO may not be used to fund the salary, bonus, or incentive of any employee in excess of Federal Executive Level II, regardless of the funding source.

b. No changes to compensation for executive staff of the Board are allowed without documented Board approval and must be in alignment with local policies and procedures. The Board shall ensure that all bonuses, pay raises, and benefits are reasonable and necessary for the successful performance of the award and are a prudent use of federal funds.

c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense provisions, consistent with section 112.061, Florida Statutes:

   i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061, Florida Statutes.
   ii. Lodging expenses for an employee of the Board may not exceed the daily limit for that of employees of the State of Florida, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the Board may expend his or her own funds for any lodging expenses over the limit for employees of the State of Florida.
   iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in accordance with the Board's travel and expense policy. The Board's travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort, and security.

12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

a. The Board shall ensure that the local area designation complies with the requirements outlined in the federal law (WIOA) and applicable state policy.

b. The following information must be posted on the Board's website in a manner easily accessed by the public:

   i. Notice of all Board meetings at least seven days before the meeting is to occur. Notice of special board meetings must be posted at least 72 hours before the meeting is to occur.
   ii. Employee positions and salary information for each position (including any benefits and performance bonuses).
   iii. A plain language version of any contract that is estimated to exceed $35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the

purchase or lease or use of lands, facilities, or properties.

iv. A list of all Board members, company or entity that the Board member is employed by or owns, and their terms of service.
v. Interlocal agreement(s), as applicable
vi. Single Audit for the last two years.
vii. Board meeting minutes within 15 days of Board approval.
viii. All active agreements with another board that delegates partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed $35,000.

c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.

d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at http://www.dcf.state.fl.us/abuse/report, or via fax at 1-800-914-0004.

e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.

f. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).

g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

13. ETHICS.

a. The Board shall adopt an employee ethics code modeled after the provisions of Chapter 112, Florida Statutes, and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff and for maintaining the Ethics Code and for, which addresses:

i. The acceptance of gifts;
ii. Self-dealing;
iii. A prohibition on unauthorized compensation;
iv. Conflicting employment or contractual relationships;
v. Appropriate disclosure and use of information; and
vi. Nepotism.

b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law and applicable State Board and DEO policies. The Board will make reasonable modifications to the policy if requested by DEO. The Board must ensure that adequate firewalls are in place to prevent actual or perceived conflicts of interest, poor internal controls, or the appearance of impropriety.

c. The Board must ensure grievance procedures and Equal Opportunity representation, consistent with 20 CFR 683.285, is available and made known to staff, participants, and other interested parties in the local workforce development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations of policy or law without fear of retaliation.

d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of this paragraph, "gratuity" means any payment of more than a nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. DEO encourages the Board to contact the Florida Commission on Ethics for any questions regarding its compliance with this paragraph.

e. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

14. LOCAL BOARD COMPOSITION, BOARD MEMBER SELECTION AND TRAINING.

a. The Board must ensure that the local workforce board composition is compliant with all federal and state laws, polices, procedures, and rules.

b. The Board, in consultation with the CLEO, must develop and implement clear processes and procedures for recruiting, vetting, and nominating Board members and documenting their qualifications in alignment with the requirements of WIOA, and compliant with all federal and state laws, polices, procedures, and rules.

c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.

d. The Board shall ensure Board members complete mandatory Board orientation and training. The Board shall take all reasonable steps necessary to encourage attendance by the CLEO at Board orientation and training. The Board shall retain and provide to DEO upon request the dates of training and sign-in sheets (or other evidence of attendance) of training participants.

15. RELATED PARTIES. The purpose of this section is to help DEO ensure transparency and accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility of the improper expenditure of state or federal funds.

a. Related Parties. For purposes of this Agreement, "Related Party" includes any: Board member; Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, the board of directors of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.

b. Related Party Contract. For purposes of this Agreement, "Related Party Contract" means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term "Related Party Contract" does not include retail purchases made in the ordinary course of business or payments for utility services.

c. Related Parties Compliance. The Board shall comply with section 445.007(11), Florida Statutes. The Board and its employees must annually disclose to DEO any conflicts of interest that may arise during the upcoming year, or that actually arose in the current year and were not previously disclosed.

i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the Board for consideration and approval. The Board shall ensure that: (i) the Board member or employee with the conflict removes himself or herself from the room prior to any discussions at any meeting, including subcommittee meetings, involving the contract; (ii) the Board member or employee with the conflict is not physically present during the voting; and (iii) the Board member with the conflict abstains from any vote regarding the Related Party Contract.

ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting, the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict becomes available.

d. Completion of Forms. For each Related Party Contract, the Board must ensure that the forms attached hereto as Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of expenditures for the current fiscal year. Exhibits C and D must be submitted at or before the Board meeting in which the vote is to take place for board members and employees of the board who have any conflict of interest with the contracting vendor. For conflicts unknown at the time of entering into the Related Party Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be incorporated into the minutes of the meeting at which the oral disclosure was made. If the Related Party Contract was approved by the Board in the current or previous fiscal year and the Board intends to continue the Related Party Contract, Exhibits C and D must be submitted annually to DEO for approval prior to the beginning of the next fiscal year.

e. Contracts $25,000 or Greater. DEO may disapprove, in its sole discretion, any contract for the Board's failure to submit any required document or form as required by this section. Prior to execution of any contract equal to or greater than $25,000, the Board must approve and electronically submit the documentation set forth below, along with completed copies of the forms attached hereto as Exhibits C and D, to WorkforceContract.Review@deo.myflorida.com.

f. Contracts Less Than $25,000. Within 30 days after execution of any contract less than $25,000, the Board must approve and electronically submit a certified board membership roster listing all members on the Board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting. For those in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the forms attached hereto as Exhibits C and D, must be submitted to WorkforceContract.Review@deo.myflorida.com.

16. ADDITIONAL PROVISIONS.

a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon County, Florida. In any such action, the Parties waive any right to jury trial.

b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.

c. The Board is fully liable for its actions, and the actions of the Board's officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and DEO, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney's fees, arising from or relating to any action of the Board.

d. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of

competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.

e. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

f. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.

g. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one-stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board's website in a conspicuous, easily-accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a shutdown, the Board shall ensure that DEO and the State Board are informed within 48 hours of such shutdown or potential shutdown.

17. **SERVICES TO INDIVIDUALS WITH DISABILITIES.** The Board shall designate at least one staff member for the LWDA to promote and develop employment opportunities for individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.

18. **SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY.** The Board shall establish a policy and procedure for providing free language services to customers that have a limited ability to read and/or speak the English language.

19. **RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** DEO will forward any customer concerns or complaints about the Board received directly or forwarded from the Governor's or legislative offices, to the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and report the action in writing to DEO so that the complaint can be closed.

20. **LIAISONS.**

a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly-bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other through any appropriate liaison, as context may dictate.

b. DEO's formal liaison for purposes of this Agreement is Caroline ("Tisha") Womack. Ms. Womack can be reached at Caroline.Womack@deo.myflorida.com or (850) 245–7126. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Ms. Womack, or other designee.

c. The Board's formal liaison for purposes of this Agreement is Marcus L. McBride, PhD. Dr. McBride can be reached at mmcbride@careersourceescarosa.com, or 850-607-8700, ext. 288. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Dr. McBride, or other designee.

d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.

21. **REQUIRED LOCAL POSITIONS.** Appointed individuals may serve in more than one capacity or perform other job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall appoint:

a. A Regional Security Officer.

b. A custodian for purchased property and equipment.
c. A personnel liaison (must be a DEO merit staff member).
d. A public records coordinator.
e. An Equal Opportunity Officer, consistent with 29 CFR part 38.
f. An Ethics Officer

22. **CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

23. **PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set- off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the state or its representatives.

24. **ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Board and the authorized agent of DEO. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

IN WITNESS HEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____
Signature

Printed Name: Ken Lawson

Title: Executive Director

Date: _____

[LWDB Chairperson or person with authority to sign on behalf of LWDB (verify authority if not chairperson)]

By: Stephen K Rhodes
Signature

Printed Name: Stephen K. Rhodes

Title: Chairman of the Board

Date: 06.05.2020

Acknowledged by the Chief Local Elected Official:

By: _____
Signature

Printed Name: Steven Barry

Title: Chairman of the Board, Escambia County

Date: _____

This document approved as to form and legal sufficiency.
By Kim M. Johnson
Title Assistant County Attorney
Date 6/10/2020

EXHIBIT A
AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Economic Opportunity (Department or DEO) to the recipient may be subject to audits and/or monitoring by DEO as described in the Agreement and as described further in this Exhibit. No provision of the Agreement is intended to limit the terms of this Exhibit, and no provision in this Exhibit is intended to limit the terms of the Agreement. The term "contract," as used throughout this Exhibit, means the Agreement, and any individual subaward granted to the recipient through a Notice of Fund Availability (NFA).

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT A to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT A to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit

and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS. AUDITOR WORK PAPERS ON INTERNAL CONTROLS

The Board will obtain the internal control work papers from the auditor(s) performing its annual independent financial statement audit. The Board will keep these work papers onsite as part of their financial records and will make these records available for review by DEO upon request. The Board further agrees that, upon request, DEO will also be provided other audit work papers as needed.

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.
   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. DEO at each of the following addresses:

   Electronic copies (preferred): or Paper (hard copy): Audit@deo.myflorida.com
   Department Economic Opportunity
   MSC #75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address: Auditor General

   Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450
   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

   Electronic copies (preferred): Audit@deo.myflorida.com or Paper (hard copy):
   Department Economic Opportunity
   MSC #75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package

was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Attachment 1 to EXHIBIT A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

1. *The specific award information required to be set forth herein will be contained in one or more NFAs issued by DEO pursuant to the terms of the Agreement, which are incorporated herein by reference.*

COMPLIANCE REQUIREMENTS APPLICABLE TO FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. All requirements of this Agreement

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

1. *The specific award information required to be set forth herein will be contained in one or more NFAs issued by DEO pursuant to the terms of the Agreement, which are incorporated herein by reference.*

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. All requirements of this Agreement.

EXHIBIT B

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.

2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.

3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).

4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.

5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.

6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.

7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).

8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Department of Economic Opportunity.

9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.

10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.

12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that the Department of Economic Opportunity has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Department of Economic Opportunity to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or the Department of Economic Opportunity. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature:_____Date: _____

Print Employee Name: _____

Address: _____

_____

_____

Work Telephone: _____

E-Mail: _____

EXHIBIT C
CONTRACT INFORMATION FORM

This form is to disclose a conflict or potential conflict and to seek approval of a contract involving a conflict or potential conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I,_____, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource_____and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

Identification of all parties to the contract: _____
Contractor Name & Address: _____
Contractor Contact Phone Number: _____
Contract Number or Other Identifying Information, if any: _____
Contract Term:_____
Value of the Contract/Renewal/Extension: _____
Description of goods and/or services to be procured: _____
Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: _____

The nature of the conflicting interest in the contract: _____

The board member or employee with the conflict of interest_____did____did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract.
If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee was not present during the discussion or vote.

I further attest that the following is being provided with this form:

- A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.

I certify that the information above is true and correct.

_____ _____
Signature of Board Chair / Vice Chair* Print Name

_____
* Must be certified and attested to by the board's Chair or Vice Chair. Date

EXHIBIT D
DISCLOSURE AND CERTIFICATION OF
CONFLICT OF INTEREST IN A CONTRACT

I,_____, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe)_____ _____(circle one or more) could benefit financially from the contract described below:
Local Workforce Development Board: _____
Contractor Name & Address: _____
Contractor Contact Phone Number: _____
Description or Nature of Contract: _____
Description of Financial Benefit*: _____
For purposes of the above contract the following disclosures are made: The contractor's principals**/owners***: (check one)
_____ have no relative who is a member of the board or an employee of the board; OR
_____ have a relative who is a member of the board or an employee of the board, whose name is:
_____

The contractor's principals**/owners***___is___is not (check one) a member of the board. If applicable, the principal's/owner's name is: _____

_____ _____
Signature of Board Member/Employee Print Name

_____
Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.
** "Principal" means an owner or high-level management employee with decision-making authority.
*** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST NOT BE PRESENT DURING ANY DISCUSSION AT ANY MEETINGS, INCLUDING SUBCOMMITTEE MEETINGS, INVOLVING THE CONTRACT AND MUST ABSTAIN FROM VOTING OR BEING PRESENT DURING VOTING BY REMOVING HIMSELF OR HERSELF FROM THE ROOM DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18051 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: Amendment to the Escambia County Behavioral Health Transportation Plan
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to the Escambia County Behavioral Health Transportation Plan - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the Escambia County Behavioral Health Transportation Plan:

A. Adopt the revised Escambia County Behavioral Health Transportation Plan (BHTP);

B. Adopt the Attestation; and

C. Authorize the Public Safety Department staff to transmit the adopted Plan to the State of Florida for acceptance.

BACKGROUND:

In accordance with Florida Statute Chapter 394, Part 1, Florida Mental Health Act or the “Baker Act”, Florida Statute Chapter 397, Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This transportation plan requires approval by the Escambia County Board of County Commissioners. Upon approval, this document will serve as the transportation plan for Escambia County per legislative intent.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within a

County, which may include an exception to the requirement for transportation to the nearest receiving facility.

2. An arrangement by which a facility may provide, in addition to required psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or

3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in Northwest Florida will continue to meet individual needs. Attached herein is the Escambia County BHTP for reference.

This document was prepared primarily by the Escambia County Emergency Management Department, with oversight from Transportation and Traffic Operations Division and in coordination with the Escambia County Sheriff's Office and other local agencies.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel is anticipated for the approval of this Plan.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Public Safety staff will coordinate and submit the plan to the State of Florida for acceptance.

Attachments

Transportation Plan

ESCAMBIA COUNTY BEHAVIORAL HEALTH

TRANSPORTATION PLAN

2020

ESCAMBIA COUNTY BEHAVIORAL HEALTH
TRANSPORTATION PLAN

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Escambia County Behavioral Health Transportation Plan

Introduction

In accordance with Florida Statutes Chapter 394, Part 1, "The Florida Mental Health Act" or "The Baker Act," Florida Statutes Chapter 397, Part 1, "The Hal S. Marchman Alcohol and Other Drug Services Act" or "The Marchman Act," and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This transportation plan requires approval by the Escambia County Board of County Commissioners. Upon approval, this document will serve as the transportation plan for Escambia County per legislative intent.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within a county, which may include an exception to the requirement for transportation to the nearest receiving facility.
2. An arrangement by which a facility may provide, in addition to require psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or
3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

Escambia County Transportation Plan Working Group

The stakeholders for this plan are:

Escambia County Board of County Commissioners

Big Bend Community Based Care

Escambia County Emergency Medical Services

Atmore Ambulance

U.S. Navy Fire/Rescue

Lifeguard Ambulance Service

Escambia County Department of Corrections

Escambia County Sheriff's Office

Pensacola Police Department

University of West Florida Police Department

Pensacola State College Policy Department

Escambia County Transportation Division

Lakeview Center

West Florida Hospital

Sacred Heart Hospital

Baptist Hospital

Purpose:

This plan will establish a centralized Baker Act/Marchman Act system, known as the Escambia County Transportation Plan. The Plan will ensure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in Northwest Florida will continue to meet individual needs.

Definitions:

Involuntary Examination:	An examination performed under F.S. 394.463, F.S. 397.6772, F.S. 397.679, F.S. 397.6798, or F.S. 397.6811 to determine whether a person qualifies for involuntary services.
Involuntary Services:	Court-ordered outpatient services or inpatient placement for mental health treatment pursuant to F.S. 394.4655 or F.S. 394.467.
Mental Illness:	An impairment of the mental or emotional processes that exercise conscious control over one's actions or of the ability to perceive or understand reality, which impairment substantially interferes with the person's ability to meet the ordinary demands of living. For the purposes of the Baker Act, the term does not include a developmental disability as defined in Chapter 393 of the Florida Statutes, intoxication, or conditions manifested only by antisocial behavior or substance abuse.
Patient:	Any person, with or without a co-occurring substance abuse disorder, who is held or accepted for mental health treatment.
Baker Act:	Short title for “The Florida Mental Health Act.”

Marchman Act:	Short title for "The Hal S. Marchman Alcohol and Other Drug Services Act."
Receiving Facility:	A public or private facility or hospital designated by the Department of Children and Families to receive and hold or refer, as appropriate, involuntary patients under emergency conditions for mental health or substance abuse evaluation and to provide treatment or transportation to the appropriate service provider. The term does not include a county jail.
Private Facility:	A hospital or facility operated by a for-profit or not-for-profit corporation or association which provides mental health or substance abuse services and is not a public facility.
Public Facility:	A facility that has contracted with the Department of Children and Families to provide mental health services to all persons, regardless of ability to pay, and is receiving state funds for such purpose.

Transport and Medical Treatment:

The Plan calls for all law enforcement agencies in Escambia County to transport:

1. Adults on an involuntary Baker Act to the nearest receiving facility (Baptist Hospital (Pensacola), Lakeview Center, or West Florida Hospital).
2. Adults on an involuntary Marchman Act to the nearest hospital emergency room.
3. Youth under the age of 18 years on an involuntary Baker Act to the nearest receiving facility (Baptist Hospital (Pensacola), Lakeview Center, or West Florida Hospital).
4. Youth under the age of 18 years on an involuntary Marchman Act to the nearest hospital emergency room.

The law enforcement officer, who initiates custody of a person under the Baker Act or involuntary Marchman Act, and in which case there are no acute medical concerns requiring ambulance transport to the nearest hospital, shall deliver the patient to the nearest receiving facility unless otherwise stipulated by amendment to this plan, or when doing so compromises the health, safety, and welfare of individual in custody.

Medical Treatment:

Individuals in Escambia County needing acute medical treatment should be handled according to Escambia County EMS Medical Transport Protocols and transported by ambulance to the closest appropriate facility for medical care (either West Florida, Baptist, Sacred Heart, Jay or Gulf Breeze).

Baker Act Transportation:

Law enforcement agencies in Escambia County and Escambia County EMS (or EMS agencies under the direction of Escambia County EMS) remain the responsible parties to transport those individuals in need of mental health services under the Baker Act to the appropriate receiving facilities.

Transportation between facilities is coordinated by the transferring facility. Law enforcement is not responsible to transport individuals from one facility to another unless the individual has criminal charges. In that case, law enforcement agency having jurisdiction shall be notified prior to transfer and will provide the transportation.

Marchman Act Transportation:

If the Court issues an ex parte order authorizing the involuntary assessment and stabilization of an individual, then law enforcement or any other designated agent of the Court shall take the individual into custody and deliver him or her to the facility identified in the ex parte order.

All other individuals who appear to meet the criteria for involuntary admission under the Marchman Act should be transported to the nearest hospital emergency room by law enforcement or Escambia County EMS (or EMS agencies as directed by ECEMS).

If the individual being detained by a Marchman Act order is combative, law enforcement will transport the individual to a facility appropriate for the detainee.

Criminal Offenses Transportation:

- **Felony Crimes**
    - When any law enforcement officer has arrested a person for a felony and it appears that the person meets the statutory guidelines for involuntary examination or placement under the Baker Act, such person must first be processed in the same manner as any other criminal suspect (i.e., booking into the County jail). Thereafter, the law enforcement agency shall immediately notify the appropriate facility within the designated receiving system pursuant to this Transportation Plan. The receiving facility shall be responsible for promptly arranging for the examination and treatment of the person. The law enforcement agency shall be responsible for transporting the individual to the receiving facility. A receiving facility is not required to admit a person charged with a crime for whom the facility determines and documents that it is unable to provide adequate security, but shall provide examination and treatment to the person where he or she is held (i.e., the County jail). In the case that a receiving facility prefers to conduct its examination and treatment in the County jail, the

law enforcement agency shall coordinate for the examination and treatment in the County jail.

- **Noncriminal or Minor Criminal Behavior**
    - When any law enforcement officer has custody of a person based on either noncriminal or minor criminal behavior that meets the statutory guidelines for involuntary examination under the Baker Act, the law enforcement officer shall transport the person to the appropriate facility within the designated receiving system pursuant to this Transportation Plan. Persons who meet the statutory guidelines for involuntary admission pursuant to the Marchman Act may also be transported by law enforcement officers to the extent resources are available and as otherwise provided by law. Such persons shall be transported to an appropriate facility within the designated receiving system pursuant to this Transportation Plan.

Inter-facility Transportation

Baker Act and Marchman Act patients that need transportation between medical facilities will be transported by ambulance or another approved transport provider.

System Capacity:

- Baptist Hospital Inc., located at 1000 West Moreno St., Pensacola, Florida is a private facility licensed by the Agency for Health Care Administration (AHCA) to operate 60 beds for adults and 26 beds for minors.

- Lakeview Center Inc., located at 1304 West Avery St., Pensacola, Florida is a public facility licensed by (ACHA) and the Department of Children and Families (DCF) to operate 10 integrated Crisis Stabilization Unit (CSU) and Addiction Receiving Facility (ARF) beds.

- West Florida Regional Medical Center Inc., located at 8383 North Davis Highway, Pensacola, Florida is a private facility licensed by the Agency for Health Care Administration to operating 56 adult beds. Included in these beds is a specialty unit for geriatrics.

- The following hospitals are not receiving facilities, but are responsible to evaluate, treat and transfer persons in need of mental health and addiction treatment as part of their emergency department. This is in accordance with federal (EMTALA) emergency care rules and the medical treatment aspect of the plan. In addition, they may be the

nearest facility for emergency assessment and stabilization under The Marchman Act or the Baker Act:

- Gulf Breeze Hospital located at 1110 Gulf Breeze Parkway, Gulf Breeze Florida
- Jay Hospital located at 14114 Alabama St. Jay, Florida,
- Sacred Heart Hospital located at 5151 North 9th Avenue, Pensacola, Florida,

End-Point Goals and Objectives:

The following objectives are expected to be met by establishing a transportation plan in Escambia County:

- Implement a coordinated system of transportation and access to psychiatric services for individuals under a Baker Act order and substance abuse services for individuals under a Marchman Act order in Escambia County.
- Provide a dignified, humane, and streamlined method of transportation to and among acute care facilities, and for individuals in need of acute psychiatric care from nursing homes, assisted living facilities or other residential settings.
- Assist law enforcement and EMS in Escambia County in the efficient transport of individuals in need of services to the most appropriate facility.
- Enhance the ability to fully utilize the capacity of acute care services in the County and reduce the unnecessary delay of transfers between facilities.
- Ensure continuity and coordination of care among providers.

Interorganizational Collaboration and System Oversight:

In an effort to provide a coordinated system of care for individuals requiring a Baker Act/Marchman Act, this plan authorizes the members of the Escambia County Public Safety, Escambia County Law Enforcement and hospitals in Escambia County to meet in order to resolve complaints, grievances, and disputes which may arise during implementation of the plan, and to evaluate areas of strength and/or improvement. These agencies are empowered by this Transportation Plan to approve interagency agreements, as well as coordinate other services needed for individuals beyond acute care services.

System Oversight of the transportation plan will be provided by the Baker Act/Marchman Act Coordinator's Interagency Group chaired by the Big Bend Managing entity and attended by Escambia County Public Safety/EMS, area receiving facilities, hospitals, Department of Children and Families and Law enforcement representatives.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18046 **County Administrator's Report 9. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/18/2020
Issue: Approval of Cooperative Agreement with the Escambia County School Board
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of the Cooperative Agreement with the Escambia County School Board Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - William R. Powell, Director of Corrections

That the Board take the following action concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail:

A. Approve the Cooperative Agreement with the Escambia County School Board; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The School Board and the County are mutually committed to the development of a curriculum that meets the educational, mental health, and social welfare needs of juveniles incarcerated at the Escambia County Jail. This Agreement will set forth the terms and conditions where by the parties shall cooperatively provide educational services for juvenile inmates housed in the Jail.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Senior Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will implement the terms of this Agreement on behalf of the County, and the School District staff will implement the terms of this agreement on behalf of the School Board.

Attachments

School Board Cooperative Agreement

COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made by and between the School Board of Escambia County, Florida (hereinafter referred to as "School Board" or "School District") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County" and/or "Escambia County Jail").

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

I. PURPOSE

The School Board and the County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of children and youth served in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these children and youth, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School Board and the County hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for children and youth served in incarcerated settings.

The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the School Board of Escambia County, Florida is the responsible agency and exercises general authority over all education programs within the County.

This Agreement also ensures that the School Board and the County shall cooperatively plan for the provision of education and social services to all children and youth who are eligible and in need of such services.

II. ENABLING LEGISLATION

This Agreement assures compliance with Florida Statutes and rules, and federal laws, including the following:

A. Section 1003.53, F.S., Dropout Prevention and academic intervention

B. Section 1003.21, F.S., School Attendance

C. Section 402.22, F.S., Students in Residential Programs

D. Section 951.176, F.S., Provision of education programs for youth

E. Section 1001.42, F.S., Powers and duties of district School Board

F. Section 1000.21, F.S., System-wide definitions

G. Section 1011.60-1011.77, F.S., Funding for School District

H. Every Student Succeeds Act (ESSA)

III. INTER/INTRA-AGENCY LINKAGES

A. The School District and the County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, vocational, social, and mental health needs of children and youth served by both agencies.

B. The County and the School District will work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.

C. Jail staff members acknowledge, respect, and abide by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by jail staff.

D. Both agencies strive for continuity and coordination of services across residential, educational, and treatment programs. Examples are as follows:

1. Establish single intake procedure conducted by facility and school staff to reduce duplicated efforts.

2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student comprehensive developmental plans and progress.

3. There is mutual agreement on any new program to be developed within the scope of the educational program provided by the local School District.

IV. ROLES AND RESPONSIBILITIES

The County and the School District agree that stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. Mutual Responsibilities:

The agencies mutually agree to the following:

1. Assign staff to meet regularly and exchange pertinent information regarding agency regulations and policies.

2. Conduct joint facility needs assessments, planning, implementation, and evaluation activities.

3. Share the responsibility for addressing needs identified in facility Quality Assurance Reports.

4. Share the responsibility for notification of any and all concerns regarding staff while in the facility.

5. Encourage local staff and parent participation in planning, program development and staffing.

6. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.

7. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.

8. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.

9. Disseminate this Agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the Agreement.

10. The County will notify the School District of all persons assigned to the Jail facility by providing appropriate staff with a copy of the full alphabetical roster with age, and an alphabetical roster of all persons twenty-two (22) years old and under assigned to the facility on a mutually agreed upon frequency.

B. Responsibilities of Escambia County Jail:

To implement these policies, Florida Statutes and Federal Laws, the County, in the provision of educational services to children and youth in incarcerated settings, shall:

1. Receive technical assistance from the School District regarding the development and implementation of any rules/policies developed by the School District pertaining to the provision of educational programs for students in the Escambia County Jail or Escambia County Jail facilities consistent with state and federal laws, rules, and regulations.

2. Receive and utilize information regarding educational best practices for students in the Escambia County Jail or Escambia County Jail-supported

facilities disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services.

3. Establish procedures for informing the School District of projected or new facilities being placed within the School District's boundaries.

4. Participate and assist in the monitoring and evaluation of programs for students served in Escambia County Jail settings to ensure compliance with applicable state and federal laws, rules and regulations.

5. Jointly develop transition plans for students exiting an Escambia County Jail facility and involve a representative of the School District in planning the student's next placement. The transition plan shall be jointly documented by the Escambia County Jail and the School District.

C. Responsibilities of the School Board of Escambia County, Florida:

To implement this Agreement the School District shall:

1. Provide technical assistance in the development and implementation of any rules/policies developed by the County pertaining to the provision of educational programs.

2. Disseminate information about and assist in the development and adoption of promising educational practices for students in Escambia County Jail facilities.

3. Coordinate activities for the identification, location and evaluation of all children served in educational programs in Escambia County Jail settings.

4. Provide general supervision of educational services through:

    a. Review of the procedures and documents for providing education programs to determine compliance with provisions of this Agreement and applicable State Board of Education rules.

    b. Monitoring and evaluating of education programs provided by or through Escambia County Jail facilities for students to ensure compliance with Florida statutes, applicable federal and state laws, rules and regulations.

5. Provide technical assistance to the Escambia County Jail in the development, coordination and review of personnel training needs for staff responsible for providing education and related services to students in Escambia County Jail facilities.

6. Develop and participate in a School District/Escambia County Jail Workgroup. The Workgroup shall be charged with the following responsibilities:

   a. Provide a liaison network between the two agencies.

   b. Monitor the implementation of this Agreement.

   c. Receive and review questions concerning apparent conflicts in agencies' regulations/policies and practices and recommend resolution(s).

   d. Provide for the regular exchange of agency information.

V. ADMINISTRATIVE PROCEDURES

A. Timelines:

This Cooperative Agreement shall become effective on July 1, 2020, with the signature of the Chairman of the School Board and the Chairman of the Escambia County Board of County Commissioners, and will continue until June 30, 2021, unless responsible individuals notify the others in writing that the Cooperative Agreement will be revised or terminated. This Agreement will be reviewed annually and may be amended by the written request of either agency. Any proposed amendments or modifications shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments must be agreed to by each agency head or the duly authorized representatives of both parties.

B. Confidentiality:

Each agency shall protect the rights of students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this Agreement to ensure that parents, students and clients have the rights of access, rights of challenge and the rights of privacy with respect to records and reports and that applicable laws and regulations for this right shall be strictly adhered to.

VI. ALLOCATION OF RESOURCES

So that the mutually agreed-on objectives of this Agreement can be adequately met, resources from the School District and the Escambia County Jail will be allocated based on the previously identified roles and responsibilities of each agency.

A. The County agrees to:

1. Maintain responsibility and make final decisions relative to student care, to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services and supervision of youth when not in the education program.

2. Provide facilities, including utilities and maintenance, to house the educational program and provide reasonable protection of school district property assigned to the facility.

B. The School Board of Escambia County, Florida agrees to:

1. Provide a free and appropriate public education, including but not limited to academic, vocational, and exceptional student education services for students five (5) through twenty-two (22) years of age consistent with all state and federal rules, regulations and laws.

2. Purchase and maintain materials, equipment and supplies used in the students' educational program.

VII. AGENCY REPRESENTATIVES

School District Representative:
Vickie Mathis, Director
Department of Alternative Education
850-430-7439
30 East Texar Drive
Pensacola, Florida 32503.

Escambia County Representative:
W. R. Powell, Chief
Corrections Department Director
850-595-3107
2251 North Palafox Street
Pensacola, Florida 32501

VIII. INTERAGENCY DISPUTES

In instances of interagency conflict, differences shall be resolved in accordance with the following procedures:

A. Mediation or Conflict Resolutions Procedures:

1. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.

2. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) days of receipt of the notice of conflict.

3. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by a representative from each agency.

4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.

5. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by each agency head.

B. Administrative Procedures:

Should further action be required, agency heads will request an administrative hearing consistent with the procedures in 120.57, F.S., the Administrative Procedures Act. The resolution of all conflicting issues that arise while this Agreement is in effect will be resolved at the lowest level possible.

IX. ASSESSMENT

A. The parties shall:

1. Develop an integrated assessment process to ensure that all youth are evaluated for the purpose of determining the most appropriate educational, residential and treatment programs.

2. Collaboratively define assessment protocols for intake and educational services.

X. CURRICULUM, INSTRUCTION AND EDUCATIONAL PLANNING

A. The parties agree:

1. To integrate the education, treatment, and residential programs.

2. That educational service will follow a defined curriculum appropriate to the student's age and ability.

3. That instructional delivery methods are appropriate for the target population.

4. That pretest and posttest measures for content areas are available and utilized.

5. That all youth have an individually prescribed integrated treatment/education plan.

6. To provide educational services year round using summer school or other district-approved schedules.

7. To provide compliance with PL 107-110, Section 1423, the parties agree to meet all thirteen (13) elements required in PL 107-110, Section 1425 by:

    a. Where feasible, ensure that educational programs in correctional facilities are coordinated with the student's home school, particularly with respect to a student with an Individual Education Plan (IEP) under part B of the Individuals with Disabilities Education Act;

    b. If the child or youth is identified as in need of special education services while in a correctional facility, notify the local school of the child or youth with such need;

    c. Where feasible, provide transition assistance to help the child or youth stay in school, to include coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;

    d. Provide support programs that encourage children and youth who have dropped out of school to re-enter school once their term at a correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;

    e. Work to ensure that correctional facilities are staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;

    f. Ensure that educational programs in the correctional facilities are related to assisting students to meet high academic achievement standards;

    g. To the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;

    h. Where feasible, involve parents in efforts to improve the educational achievement of their child and prevent the further involvement of such youth in delinquent activities;

    i. Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and

youth, such as funds made available under Title I of Public Law 105-220, and vocational and technical education funds;

j. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable;

k. Where appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth;

l. Work with the youth's family members and the local educational agency (LEA) that most recently provided services to the youth (if applicable) to ensure that the relevant and appropriate academic records and plans regarding the continuation of educational services for such youth are shared jointly between the correctional facility and the LEA in order to facilitate the transition of such youth between the LEA and the correctional facility; and

m. Consult with the LEA for a period jointly determined necessary by the correctional facility and LEA upon discharge from that facility, to coordinate educational services so as to minimize disruption to the youth's achievement.

XI. CLASSROOM MANAGEMENT AND ATTENDANCE

A. The parties agree:

1. To a written discipline plan for the educational and treatment programs agreed to by the Director of Detention and the Director of Alternative Education.

2. To specify procedures for out-of-control students and class attendance in each facility's operation manual.

XII. CERTIFICATION LICENSURE AND STAFF DEVELOPMENT

A. The parties agree:

1. Those professionals serving students shall be appropriately certified by Florida law or by position qualifications.

2. To the extent possible, the tentative assignment of instructional personnel to the facility will be discussed with the facility Director prior to making the assignment final.

3. Pre-service, in-service and staff development programs will be joint efforts and cooperatively developed and provided.

4. To ensure that all teachers and educational personnel in DJJ residential programs will complete the required training for the Prison Rape Elimination Act of 2003 (PREA) within thirty (30) days of the last signature of this Agreement for current teachers and educational personnel and within thirty (30) days of new hire for all other teachers and educational personnel. Refresher training is required every two (2) years.

   This training includes:

   a. Completion of the Department of Juvenile Justice's CORE PREA training class located on the DJJ PREA website.

   b. Documentation that the individual received training by signing and dating the form included in the training and providing a copy of the acknowledgement to the PREA Facility Compliance Manager.

XIII. TRANSITION

Transition is the driving force behind the youth performance contract and educational plan with emphasis placed on change as opposed to compliance. The goal is that what the student learns at the facility is solidified so he or she may effectively transition to home, school and community. The County and the School District agree to coordinate the preparation and planning for student movement in and between programs.

A. A specific transition program is in place at the facility and in the school system.

B. A transition plan is developed for each of the clients/students on admission to the program, is incorporated into the performance contract and is reviewed on a regular basis.

C. Transition planning involves educational, facility and reentry staff in addition to representatives from outside agencies and/or programs.

XIV. TERM

This Agreement shall be in effect from July 1, 2020 to June 30, 2021.

XV. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event of litigation regarding this Agreement, the parties agree that jurisdiction and venue shall lie in the Courts of Escambia County, Florida.

XVI. PUBLIC RECORDS

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The parties hereto shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The parties 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, the parties agree 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 either party fails to abide by the provisions of Chapter 119, Florida Statutes, the non-breaching party may, without prejudice to any other right or remedy and after providing seven (7) days written notice, during which period the other party still fails to allow access to such documents, terminate the contract.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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
Adcrawle@CO.Escambia.FL.US

School Board of Escambia County
Administration
75 North Pace Boulevard
Pensacola, Florida 32505
(850) 469-6131
NRoss@Escambia.K12.FL.US

(THIS SECTION INTENTIONALLY LEFT BLANK)

COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: Patricia Hightower
Patricia Hightower, Chair

Date: _____

ATTEST:

By: Malcolm Thomas
Malcolm Thomas, Superintendent

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

MAR 24 2020

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

APPROVED FOR LEGAL CONTENT
FOR March 2020 AGENDA

MAR 03 2020

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/13/20

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18045 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Supplemental Budget Amendment #146 - Tourist Promotion - SMG
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #146, Tourist Promotion/SMG - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #146, Bay Center (409), in the amount of $213,190, to recognize additional revenues to increase the current Purchase Order to pay incentive fee approved by the Board on June 4, 2020. The incentive fee is an addition to the fixed fee per the Contract approved by the Board on February 16, 2012. The funding source for Bay Center operations is One-Three Cent Tourist Development Tax and will be funded with TDT reserves.

BACKGROUND:

The amount of $213,290, as part of the SMG/ASM Management Services Agreement, was approved on February 16, 2012.

BUDGETARY IMPACT:

This Amendment will increase Fund 409 in the amount of $213,190.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenues must be approved by the Board per F.S. 129.06-Executive and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA146
June 4, 2020 Board Action
2012 Management Services Agreement

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

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 County Budget.

WHEREAS, that the Board adopt this Resolution approving Supplemental Budget #146, Bay Center (409) in the amount of $213,190 increase the current purchase order to pay the incentive fee approved by the Board on June 4, 2020. The incentive fee is an addition to the fixed fee per the contract approved by the Board on February 16, 2020. The funding source for Bay Center operations is One-Three Cent Tourist Development Tax and will be funded with TDT reserves.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida 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, 2020:

Fund Name	Fund Number
Bay Center Fund	409
Tourist Promotion	108

Fund Name	Account Name	Account Code	Amount
409/Bay Center Fund	Transfers from F108	381108	213,190
Total			$213,190

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
409/Bay Center Fund	360401-Admin/Bay Center Admin	53401/Other Contractual Services	213,190
108/Tourist Promotion Fund	360102/Tourist Promotion Fund	59101/Transfers	213,190
108/Tourist Promotion Fund	360101/Tourist Promotion Fund	59801/Reserves	(213,190)
Total			$213,190

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

Adopted

Stowell 6.7.2020
OMB Approved

Supplemental Budget Amendment
#146

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board adopt the Resolution [R2020-67] approving Supplemental Budget Amendment #139, Law Enforcement Trust Fund (121), in the amount of $8,500, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies and related Law Enforcement activities for the remainder of the Fiscal Year 2019/2020.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

11. Recommendation: That the Board approve and authorize the issuance of a Purchase Order to pay remaining food and beverage fees for Fiscal Year 2016 and Fiscal Year 2017, in the amount of $7,779.91, and the Annual Performance Incentive Fees for Fiscal Year 2018 and Fiscal Year 2019, in the amount of $205,409.94, for a collective total of $213,189.85, as part of the SMG/ASM Management Services Agreement, as approved by the Board on February 16, 2012.

[Funding: Fund 409, Bay Center Management Administration, Cost Center 360401, Account 53401]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 25, as amended to drop item 16. Item 26 was also held for a separate vote.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

Escambia County
Clerk's Original
2/14/2012 CAR 11-17

Date: 2/17/12 Verified By: K. Macartney

PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of February, 2012, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (hereinafter referred to as "County"), and SMG, Federal Employer Identification Number (FEIN) 23-2511871, a general partnership, whose address is 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 (hereinafter referred to as "SMG" or "Management Company").

WITNESSETH:

WHEREAS, Escambia County is the owner of the Pensacola Civic Center, a publicly owned civic center, located at 201 E. Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds; and

WHEREAS, on or about December 9, 2004, the Parties entered into a Management Agreement, which was subsequently renewed and modified by written amendment on or about May 10, 2009;

WHEREAS, the Parties wish to revise certain substantive terms of the prior Management Agreement and enter into this Agreement, which is intended to supersede the prior Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants, promises and agreements, contained herein and other good and valuable consideration, County and SMG hereby agree as follows:

Article 1. Purpose.

1.1 This Agreement hereby supersedes in its entirety the prior Management Agreement by and between Escambia County and SMG Corporation, dated December 9, 2004, and the subsequent corresponding amendment dated May 10, 2009.

1.2 County contracts with and grants to SMG the exclusive right to manage, operate and maintain the Pensacola Civic Center as provided herein. SMG contracts with County and accepts this exclusive right to manage, operate and maintain the Pensacola Civic Center as provided herein.

1.3 SMG understands and agrees this exclusive right to manage, operate and maintain the Pensacola Civic Center shall always be subject to County's right to operate the Civic Center as an emergency shelter during declared emergencies as determined by the State of Florida or the Board of County Commissioners. Such operation as an

emergency shelter shall include the furnishing of food and drink by County to persons so sheltered, notwithstanding any contractual provisions contained herein relating to the sale of concessions by SMG.

Article 2. Definitions.

2.1 As used in this Agreement the following terms shall have the following meanings:

a. "Affiliate" shall mean a person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with SMG. For the purpose of this definition, "control" shall mean employment, agency relationship or contractual relationship with such a person or the ownership either directly or indirectly of equity securities or other ownership interests which represent more than twenty percent (20%) voting power in the controlled entity.

b. "Annual Budget" shall mean the budget prepared by SMG and approved by County, which identifies amounts to be allocated by the Board of County Commissioners, including Tourist Development Tax dollars or other revenues designated for the operation of the Pensacola Civic Center. Said budget shall consist of budgets for the following self-balancing activity centers: 1) operations and maintenance; 2) capital renewal and replacement; and 3) debt service budget.

c. "Annual Business and Marketing Plan" shall mean the plan to be developed by SMG for the Board of County Commissioners providing SMG's annual strategy to achieve the goals and objectives set forth in Article 4. Said plan shall include, but not be limited to, the following: 1) the proposed Annual Budget for the next Fiscal Year; and 2) the Marketing Plan, which identifies all relevant events, meetings, conventions, trade shows, corporate sponsorships, advertising and promotion opportunities, and seminars.

d. "Annual Management Report" shall mean the report prepared at the end of each Fiscal Year summarizing the actual financial and operational performance of the prior Fiscal Year.

e. "Capital Improvement" shall mean all fixtures, signs, displays, equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, including for example, seats and chairs, which are replaced and/or repaired in multiple units contemporaneously, having a purchase price of greater than twenty five thousand dollars ($25,000.00), and a life expectancy of greater than five (5) years.

f. "Civic Center Fund" shall mean those funds designated for Operating Expenses related to the operation, maintenance and renewal of the Civic Center.

g. "Emergency" shall mean any natural, technical, or man made disaster any of which is capable of: 1) threatening the life, health and safety of the public; or 2) damaging and destroying property; or 3) disrupting services and everyday business and recreational activities.

h. "Emergency Expenditure" shall mean an unbudgeted repair or expenditure resulting from an Emergency as defined herein.

i. "Escrow Account" shall mean the bank account created by SMG for deposit of monies received from advanced ticket sales.

j. "Event Staff" shall mean all staff necessary to execute an event, including but not limited to, house staff (event coordinator or house manager, supervisors, ticket takers, ushers, medical/EMT, event attendants, door guards, scoreboard programmer, switchboard operator, risk manager), security (uniformed security and in-house security), parking staff, production staff, maintenance staff and Zamboni drivers.

k. "Fiscal Year" shall mean a successive twelve month period beginning on October 1st of the calendar year and ending on September 30th of the following calendar year.

l. "Food and Beverage Revenue" shall mean all revenue generated in connection with the sale of public concessions, catering and related services for all catering, vending services, alcoholic beverages and amounts actually received by SMG from subcontractors, as calculated in accordance with generally accepted accounting principles, consistently applied. Food and Beverage Revenue does not include retail sales taxes and other taxes imposed upon receipts collected from a purchaser or consumer.

m. "Governmental Impositions" shall mean all taxes, assessments, fees, excises, licenses and governmental levies, both general and special, ordinary and extraordinary, unforeseen and foreseen, imposed by or through any Governmental Regulation, which at any time may be assessed, levied, imposed upon or arise or become due and payable out of or in respect of, or become a lien upon the Pensacola Civic Center.

n. "Governmental Regulations" shall mean all laws, requirements, rules, orders, ordinances and regulations of the City of Pensacola, Escambia County,

the State of Florida and the United States Government or other governmental authority and of each and every department, entity, bureau and duly authorized official thereof, and any successor of these entities, which laws, requirements, rules, orders, ordinances and regulations are now or may hereafter be enacted.

o. "Gross Operating Revenues" shall mean amounts received by or realized by or accruing to the Pensacola Civic Center from rentals, commissions, fees food and beverage, novelty sales, signage revenues, advertising agency fees, public skating rental and fees, and such other miscellaneous income received or collected as a result of the Civic Center's operations. All Gross Operating Revenues as defined herein shall be applied to the operating and maintenance expenses of the Pensacola Civic Center.

Gross Operating Revenues shall NOT include: 1) revenues as defined in any bond anticipation notes and Bond Resolutions, which shall be considered as part of the capital renewal and replacement budget or as part of the debt service budget; 2) interest earned on any capital, debt sinking, or debt reserve account, or Tourist Development Tax proceeds; 3) advances or loans for capital improvements from either internal or external sources; 4) Tourist Development Tax Fund transfers; 5) Marketing and Promotion Fund transfers; or 6) interest on the Operating Account and Escrow Account.

Gross Operating Revenues shall NOT include any state and local Governmental Impositions on sales, rental or other activity generating such Gross Operating Revenues, and in the event any applicable Governmental Impositions are paid in advance by SMG, such Gross Operating Revenues shall be adjusted accordingly.

p. "Hockey Lease Agreement" shall mean the current Pensacola Civic Center Ice Hockey Lease, approved by the Escambia County Board of County Commissioners, and any amendments thereto.

q. "Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of the Pensacola Civic Center which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities.

r. "Marketing" shall mean those activities related to the presentation of the Pensacola Civic Center to the media and potential users as well as the development of the Annual Business and Marketing Plan as defined herein.

s. "Marketing and Promotions Fund" shall mean those funds designated for marketing and promotional activities related to the presentation of the Pensacola Civic Center.

t. "Net Operating Loss Benchmark" shall mean the average Net Operating Loss for the Fiscal Years ending September 30, 2010 and September 30, 2011. The calculation of the Net Operating Loss Benchmark is depicted in Exhibit A of this Agreement.

u. "Net Operating Loss" shall mean expenses greater than revenues in a given Fiscal Year as defined during the County's annual audit process. Net Operating Loss shall NOT include any non-operating revenues, including, but not limited to, capital contributions or transfers of funding derived from the Tourist Development Tax or any interest income. Net Operating Loss shall NOT include any depreciation, amortization or interest expense. An example of the Net Operating Loss calculation is provided in **Exhibit A**, attached hereto and incorporated herein.

v. "Net Operating Revenue" shall mean those sums remaining after deducting Operating Expenses from Gross Operating Revenues as defined herein.

w. "Notice" shall mean delivery in accordance with Article 32.

x. "Operating Account" shall mean the bank account created by SMG for payment of Operating Expenses and for the deposit into Gross Operating Revenues and other revenues that may become available.

y. "Operating Expenses" shall mean the management fee, full time employees' salaries and personnel benefits, part time employees' wages, event staffs' wages, other staff wages, authorized travel and per diem for employees, communication costs, any fees charged for services rendered by the County, allocated overhead, utilities (including, but not limited to telephone, electric, gas, garbage, water and sewer services), rentals and leases, insurance, bonding, repair and maintenance, printing and binding, advertising, marketing and promotional activities, other current charges, dues, office supplies, operating supplies, books publications, subscriptions, other expenses (e.g. tables, chairs, equipment, etc.) not otherwise defined as Capital Improvements and any other current miscellaneous charges (including but not limited to credit card fees, bank service charges, City of Pensacola occupational license fee, permits, assessments, other licenses, fees and sales taxes on rentals, expenses associated with food and beverage concession sales (including, but not limited to, alcoholic beverages, candy and tobacco product sales), any operational costs incurred to comply with current laws and regulations, the preparation, sale and delivery of on-site catering services (including, but not limited to food, beverages, cups, and paper products),

Operating Expenses shall NOT include: 1) debt service expenses (e.g. payment of principal, interest, or expenses required by the Bond Resolution; 2) Capital Expenses (e.g. depreciation or other expenses related to Capital Improvements); 3) home office overhead; and 4) the cost of reports generated by SMG as required by the terms of this Agreement.

z. "Parties" shall mean SMG and County.

aa. "Pensacola Civic Center" or "Civic Center" shall mean that structure owned by Escambia County located at 201 East Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds.

bb. "Personnel Benefits" shall mean expenses associated with employee payment for 1) vacation, holiday, parental and sick leave; 2) severance pay; 3) employer's social security; 4) employer's unemployment compensation insurance; 5) health insurance; 6) disability insurance or benefits; 7) life insurance; 8) retirement benefits; and 9) other benefits provided pursuant to the conditions of a collective bargaining agreement.

cc. "Pre-Existing Agreements" shall mean all contracts, licenses, agreements, options, leases or commitments existing as of the date of this Agreement that grant any person or entity any right to: 1) license, use, occupy, or rent all or any portion of the Pensacola Civic Center; or 2) provide services for the management, operation, use, possession, occupation, or marketing of all or any portion of the Pensacola Civic Center.

dd. "Renewal or Replacement Fund" shall mean cash transferred from the Tourist Development Tax Fund for renewal and replacement of the Civic Center. This fund may be used to pay for any capital improvement project as defined herein or for any maintenance or repair cost or any operating supply necessary to maximize and enhance the facility.

ee. "User Fee" shall mean the fees or rentals charged for the use of the Pensacola Civic Center building or any portion thereof. These fees shall be established by resolution of the Board of County Commissioners as a part of the Annual Budget. Changes in such fees may be made by the Board of County Commissioners from time to time by resolution and may be structured either upon a flat or fixed rate, or upon a percentage of event receipts or net receipts, or upon a flat rate plus a percentage.

Article 3. Term and Extension.

The effective date of this Agreement shall be October 1, 2012, and shall remain in effect for three (3) Fiscal Years until September 30, 2015. The Agreement may be

extended upon mutual agreement of the Parties for an additional two (2) year period without a change in the terms and conditions. The Parties shall provide written notice of their desire to extend the agreement no later than six (6) months before the expiration of the initial term.

Article 4. Goals and Objectives. As representative of the Parties' intent underlying this Agreement, Escambia County and Management Company have jointly identified, acknowledged, and accepted the following goals and objectives to govern its implementation.

4.1 Management Company shall provide comprehensive management services to Escambia County which will seek to make the Pensacola Civic Center's operations and maintenance financially self-supporting.

4.2 Management Company therefore shall manage the Pensacola Civic Center in the most efficient economical manner possible to maximize revenues and reduce net losses.

4.3 Management Company shall safeguard Escambia County's capital investment in the Pensacola Civic Center by executing effective and efficient maintenance practices, and by actively soliciting and promoting events of all types at the Civic Center.

4.4 Management Company and Escambia County shall seek to maximize revenues generated by such event presentations and make the Pensacola Civic Center an entertainment showplace that instills a sense of pride for Escambia County and the Gulf Coast area.

4.5 Management Company and Escambia County agree to use their best efforts to achieve these goals and objectives.

Article 5. Management Services.

5.1 Management Company agrees to cooperate with Escambia County in the performance of its responsibilities under this Agreement and to implement the Goals and Objectives identified in Article 4. Accordingly, Management Company's responsibilities shall include, but are not limited to, the rental of space, event scheduling, public relations and marketing, operations, maintenance, and event and activity management as set out in this article.

5.1.1 Rental of Space and Event Scheduling. Management Company shall rent space within the Pensacola Civic Center and schedule events and shows based on potential profitability. Management Company shall develop and maintain its yearly event schedule in accordance with the scheduling priority policy in its Annual Business and Marketing Plan.

5.1.2 Management Company and its affiliates or related entities shall be allowed to rent space, schedule, and promote events at the Pensacola Civic Center on terms and conditions and at rates, fees, and prices reasonably determined in accordance with prevailing market conditions.

5.1.3 Management Company shall meet periodically with a representative of Escambia County to apprize such representative of prevailing market conditions and how they compare to the established annual fee schedule (which fee schedule shall be set each year by the Parties' mutual agreement).

5.1.4 Management Company shall not request that the County grant a waiver, in whole or in part, for any applicable user fees or operational expenses referenced herein. Should County unilaterally grant waiver of any user fees or operational expenses said amounts shall be paid by County to Management Company with funds allocated from the Fourth Cent Tourist Development Tax revenues in accordance with applicable law.

5.1.5 Escambia County shall have the right to use the Pensacola Civic Center or any part thereof, if available and consistent with the priority schedule policy, without the payment of a User Fee. In these instances, Escambia County agrees to pay the additional operating expenses incurred, including for concessions, other than for ice water, from a County funding source outside the Civic Center's Annual Budget. In no event shall Escambia County's use of the Pensacola Civic Center compete with, or conflict with, paying events which have been previously booked.

5.1.6 The Management Company's General Manager shall have the authority to execute Pensacola Civic Center contracts and agreements on the Management Company's behalf. At a minimum, all such contracts and agreements, in addition to other standard contractual terms and conditions, shall include a hold harmless and indemnification of Escambia County provision, insurance requirements, and a statement that interest earned on required deposits shall become Escambia County's property. It is understood and agreed by both Parties that Management Company shall have no authority to contractually obligate Escambia County to any third party, unless specifically authorized by the Board of County Commissioners.

5.1.7 Management Company agrees to not execute any user agreement for rental of the Pensacola Civic Center or portions thereof for more than thirty (30) consecutive days without Escambia County's prior approval. Said approval shall not be unreasonably withheld.

5.1.8 Thus, any user or rental agreements will be executed by Management Company in its own corporate name, if for a term less than this Agreement's remaining term. If a user or rental agreement term exceeds this Agreement's term as provided in Article 3, the user or rental agreement must be pre-approved by Escambia County.

5.2 Public Relations and Marketing. Management Company will provide public relations, marketing, and promotion services and activities, which shall be consistent with the Goals and Objectives identified in Article 4. Management Company shall submit an Annual Business and Marketing Plan for approval by Escambia County. The Annual Business and Marketing Plan shall be due at the same time the County Administrator requires submission of the annual budgets from other County departments and public agencies.

5.2.1 The Annual Business and Marketing Plan shall contain a strategy to ensure that appropriate events and activities are scheduled at the Pensacola Civic Center and that suitable press coverage of these events and activities is obtained.

5.2.2 As part of its marketing strategy, Management Company will encourage the highest and broadest community use of the Pensacola Civic Center. To that end, Management Company shall establish and maintain a relationship with various local boards, community groups, and local committees as part of its promotional efforts. Management Company also agrees each Fiscal Year to promote the Pensacola Civic Center through its parent company's national marketing activities.

5.3 Operation of Pensacola Civic Center. Management Company's Annual Business and Marketing Plan shall contain an operational strategy to implement the goals and objectives provided in Article 4 and an Annual Budget. The Annual Budget, which includes financial information concerning the operations and maintenance activity center, capital renewal and replacement activity center, and debt service activity center, shall be subject to approval by the Escambia County Board of County Commissioners.

5.3.1 The Annual Business and Marketing Plan shall be implemented by providing to Escambia County an Annual Management Report. The Annual Management Report shall include information from prior periods demonstrating achievement of the goals and objectives provided in Article 4. The reports shall set forth bookings, including information on scheduling of upcoming events, revenue receipts, expenditures, and other information Escambia County may periodically require or request.

5.3.2 Management Company also shall negotiate, execute, administer, and assure compliance with the terms and conditions of all service and product agreements for the Pensacola Civic Center's operation. In determining a product's or service's price or rate, Management Company shall evaluate comparable charges for similar goods and services at similar competing facilities.

5.3.3 Thus, any agreement entered into between Management Company and an affiliate company for operational goods and services shall be made at prevailing rates, fees, or prices charged for comparable goods and services within the industry. When practical, Management Company shall contract with local and/or minority businesses, which provide competitive prices, services, and qualities. All operational

services and goods agreements, when applicable, at a minimum, shall contain in addition to other contractual standard terms and conditions, a hold harmless and indemnification of Escambia County provision, insurance requirements, and a statement that interest earned on any required deposits shall become Escambia County's property.

5.3.4 As part of its Annual Business and Marketing Plan, Management Company shall maintain detailed, accurate, and complete financial records and other documentation of its activities. Financial records shall be maintained in accordance with national generally accepted accounting principles and Article 18.

5.3.5 Management Company shall comply with the spending limitations imposed by its Annual Budget, including any amendment(s) thereto, authorized by the Escambia County Board of County Commissioners. However, if extraordinary events occur, which could not reasonably be contemplated at the time the budget was prepared, Management Company may submit a budget amendment to Escambia County for approval by the Escambia County Board of County Commissioners. The Annual Budget, or any amendment thereto, may include an appropriation of Tourist Development Tax dollars or other County revenues to support Pensacola Civic Center operations.

5.3.6 All persons working at the Pensacola Civic Center shall be the sole and exclusive employees or agents of Management Company and shall be paid by Management Company. Management Company shall set the number, function, qualifications, compensation and benefits of such employees and shall pay applicable social security, unemployment, workers' compensation, or other employment taxes or contributions to insurance plans.

5.3.7 Management Company shall comply with all federal and state laws and regulations relating to employment, including, but not limited to, minimum wages, social security, unemployment insurance, and workers' compensation.

5.3.8 Management Company shall give employment preference to local labor to the extent local residents are available and qualified. However, this paragraph does not require Management Company to give local preference in hiring its General Manager or other supervisory employees. Management Company shall establish and adhere to a written personnel policy and grievance procedure and shall provide employees with copies of that policy.

5.3.9 Management Company shall recruit and employ a staff sufficient to operate the Pensacola Civic Center as set forth in this Agreement. An organizational chart, which generally outlines the Pensacola Civic Center's staffing, shall be included in its Annual Budget request.

5.3.10 Management Company employees shall conduct themselves at all times in a proper and respectful manner to the public, and if, in the sole and reasonable opinion of Management Company, an employee conducts himself or herself in an

improper or disrespectful manner, he or she shall be dismissed for cause by the Management Company.

5.4 Maintenance. Management Company shall be responsible for general maintenance of the Pensacola Civic Center. Each month, the Pensacola Civic Center Operations Director shall meet with the Escambia County Facilities Maintenance Director, or his designee, to report on and discuss the progress of the Civic Center's Preventative Maintenance Program's implementation. The County reserves the right to perform preventative, emergency, or other necessary maintenance if it deems necessary to do so for the Civic Center's protection. Maintenance reimbursement work performed by the County Facilities Management Department or its contractors will be paid from the Civic Center Operating Account. Management Company will utilize a maintenance monitoring program as designated by the County. This software program will be provided by and licensed through Escambia County. It shall be the maintenance management tool used during the implementation and execution of the Pensacola Civic Center's Preventative Maintenance Program and the tracking of daily unscheduled maintenance repairs. The Management Company also will utilize this software program to supply the Escambia County Facilities Management Director with quarterly reports, in a reporting format specified by the County, reflecting all ongoing and completed Preventative Maintenance and unscheduled maintenance repairs.

5.4.1 Management Company shall coordinate with County any repairs or maintenance work in excess of Twenty-Five Thousand Dollars ($25,000.00) and agrees to solicit competitive bids when required by state law or County ordinance for such maintenance services or goods.

5.4.2 Management Company shall prepare and submit to Escambia County information on maintenance and breakdowns of all major pieces of structural, mechanical, installed, or portable equipment. In no event shall Management Company encumber any real or personal property owned by Escambia County. Management Company shall be responsible for assuring that all Maintenance shall be of a quality and class at least equal to the equipment's original condition.

5.4.3 Unless otherwise directed by the County, all equipment, preventative maintenance services, and service cycles will be accomplished in accordance with manufacturer's recommendations, procedures, and guidelines in their technical bulletins and manuals. Additionally, equipment life cycles will be tracked through the County's software program.

5.4.4 To ensure that the Pensacola Civic Center's structure and its mechanical systems are properly maintained, County and Management Company will jointly inspect the condition of the Civic Center's structure and mechanical systems within thirty (30) days following this Agreement's effective date. Thereafter, not less than annually, the Parties will jointly complete follow-up inspections to determine if there has been any waste or deterioration in the building's structure or mechanical systems that is due to improper maintenance. If County determines in the exercise of its

reasonable judgment that there is waste or deterioration present, then Management Company agrees to restore the structure or mechanical systems to their conditions at the time of the original inspection and to reimburse the County for such restoration.

5.5 Event and Activity Management. Management Company shall direct the delivery and coordination of events and activities scheduled at the Pensacola Civic Center. Event management shall include but is not limited to: 1) crowd control and delivery of security services; 2) implementation of admission procedures; 3) box office ticket operation; 4) collection and payment of ticket revenues; 5) settlement with event promoters; 6) delivery of concessions; and 7) catering services.

5.5.1 Installation of Improvements. Management Company, on behalf of and at the request of Escambia County, shall be responsible for the acquisition and installation of any needed equipment improvements to the Pensacola Civic Center. Escambia County expressly reserves the right to approve such improvements acquisition and installation by Management Company. Expenses associated with the acquisition of such equipment shall be deemed to be Operational Expenses and shall be reimbursable to Management Company.

5.5.2 Set-Up for Events. Management Company shall be responsible for all services required to stage the Pensacola Civic Center for each scheduled event, including but not limited to: 1) stage area needs or services; 2) sound system; 3) lighting system; 4) stage rigging; 5) dressing area; 6) stage equipment; 7) loading; 8) unloading; 9) table, chair, and seat set up and tear down.

5.5.3 Box Office Ticket Operations. Management Company will be responsible for all aspects of ticket sales for events and activities, including computerized tickets, with the exception of Home Ice Hockey Season Game tickets. Management Company will maintain a box office at the Pensacola Civic Center, which will be open to the public at reasonable and appropriate times.

5.5.3.1 No event tickets will be sold unless they are serially numbered, identified by event using a color code, or other appropriate devices to prevent duplication or counterfeiting. Box office ticket operations shall include ordering and selling tickets, collecting and reporting ticket revenues for a scheduled event or activity, processing credit card ticket sales, auditing each scheduled event's or activity's records, and providing a timely and accurate settlement statement following such event or activity.

5.5.3.2 Notwithstanding the foregoing, Management Company retains the right to subcontract any or all of its box office ticketing operations without prior approval by Escambia County. However, its ticket sale policies shall be subject to prior approval by Escambia County. Management Company shall be solely responsible for collection and

remitting of any sales, use, amusement, or similar taxes imposed on such sales to the appropriate governmental entity as required by law.

5.5.3.3 Escambia County agrees that complimentary tickets are defined as tickets with no direct dollar value. These tickets are used in event promotions and for promotional arrangements with businesses, using sound industry business practice in the exchange for such goods and services. Complimentary ticket distribution shall be reflected in the Event Settlement Report.

5.5.4 Management Company shall maintain in the name and federal tax identification number of Escambia County an interest-bearing Escrow Account in an Escambia County financial institution approved by the County. In addition to the signatories designated by Management Company, the Chairman and Vice-Chairman of the Board of County Commissioners and the Clerk of the Circuit Court shall be authorized signers on behalf of Escambia County.

5.5.4.1 Management Company shall deposit into the Escrow Account advance ticket sale revenues, which it receives. If there are insufficient funds in the Escrow Account to refund payments to ticket holders, neither Escambia County nor the Clerk of the Circuit Court shall be liable for such deficiency.

5.5.4.2 Notwithstanding the foregoing, Management Company shall refund costs for ice hockey season ticket holders, when directed in writing by Escambia County or a court of competent jurisdiction, out of the Operating Account should the ice hockey team fail to present all home ice hockey games for which season tickets have been sold or otherwise fails to provide timely refunds to ice hockey season ticket holders.

5.5.4.3 Following completion of scheduled events or activities, Management Company shall deposit all revenues into the Operating Account. Any interest accrued in the Operating Account shall become Escambia County's property and remain in the Operating Account. Management Company thereafter shall utilize the Operating Account for Operating Expenses payments, as those expenses become due and owing.

5.5.5 Concessions and Catering. Management Company shall have complete responsibility for the sale of all public concessions, catering and related services at the Pensacola Civic Center, including but not limited to, the sale of: 1) foods of all kinds; 2) beverages of all kinds (including alcoholic beverages); and 3) and other concession products of all kinds.

5.5.5.1 During this Agreement's term, Escambia County shall not permit any other person, firm, or corporation to sell or to offer for sale nor

shall Escambia County sell or offer for sale on its own behalf any of the commodities referred to in Subsection 5.5.5 at or within the boundaries of the Pensacola Civic Center, unless previously agreed to in writing by Management Company's General Manager. Management Company shall not furnish or sell or permit its employees, subcontractors, or agents to furnish or sell or permit, alcoholic beverages to be consumed by a person who is not of lawful drinking age, or a person who is or who reasonably appears to be intoxicated.

5.5.5.2 Food and beverage revenues, excluding any applicable taxes collected, shall be deposited into the Operating Account within three (3) business days. Accounting for such sales shall be made available to the County or the Clerk upon request and a report of such sales shall be provided on a monthly basis.

5.5.5.3 Management Company shall be entitled to 5% of all Food and Beverage Revenues as defined herein. Starting on October 1, 2011, Management Company shall be entitled to a Food Service Fee equal to 5% of all Food and Beverage Revenues as defined herein.

5.5.6 Third Party Concessions and Catering. In the event third parties are authorized to provide limited concession sales or catering services, Management Company shall be responsible for overseeing and coordinating these third party concessionaires and caterers operations. Contracts for third party concessionaires and caterers shall require approval of both Parties and shall require third party concessionaires to provide insurance and indemnification protection equivalent to that provided by Management Company.

5.5.6.1 Management Company shall obtain and deliver to Escambia County proof of insurance evidencing the third party concessionaires or caterers are insured by the following types of insurance coverages in the amounts specified:

a. Commercial general liability insurance with minimum combined single limits per occurrence per event of one million dollars ($1,000,000), including coverage parts of bodily injury, broad form property damage, advertising, personal injury, blanket contractual liability, independent contractors and products and completed operations. The commercial general liability insurance shall include by endorsement coverage for contingent liquor liability for bodily injury or property damage. The Escambia County Board of County Commissioners and Escambia County shall be named as additional insured.

b. Automobile liability insurance with minimum combined single of one million dollars ($1,000,000) for any vehicles. The Escambia County

Board of County Commissioners and Escambia County shall be named as additional insured.

c. Workers compensation and employers liability as required by Florida law.

5.5.6.2 All insurance policies shall be written on a per occurrence basis and placed with insurers licensed to do business in the State of Florida rated A or better by A.M. Best's rating service with a minimum financial size category "VIII" according to A.M. Best Current Guide. Policies shall contain severability of interest provisions among additional insured.

5.5.6.3 Certificates of Insurance shall be provided to the Escambia County Administrator or designee at the time the User License Agreement is signed. The Certificates of Insurance shall be signed by the authorized representative. The concessionaire and/or caterer shall agree to notify Escambia County as soon as possible in advance of a cancellation, non-renewal, claim or termination of any insurance policy identified above. In the event of a reduction in the aggregate limit of a policy, the concessionaire and/or caterer shall immediately take steps to have the aggregate limits reinstated to the full extent permitted under such policy. All successive insurance policies shall provide for consecutive coverage with no lapses between termination and effective dates. Certificates of Insurance shall reflect the Escambia County Board of County Commissioners and Escambia County as certificate holders and as additional insureds, except for Workers Compensation and employers liability insurance.

5.5.6.4 Certificates of Insurance shall be forwarded to Escambia County and shall be satisfactory to the County. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by the Management Company, or any of their representatives, which indicate less coverage than required does not constitute a waiver of the concessionaire and/or caterer's obligation to fulfill the insurance requirements. Any delay caused by incorrect or incomplete certificates shall be the sole liability of concessionaire and/or caterer.

5.5.6.5 All concessionaires and/or caterers shall agree not to violate, or to knowingly or negligently permit or to allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of a concessionaire and/or caterer shall be primary to any insurance or self-insurance program carried by Escambia County applicable to the License Agreement. The acceptance by Escambia County of a Certificate of Insurance does not constitute approval or agreement by the County that

the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Agreement. Management Company's failure to ensure the insurance coverages required under this Article are provided and maintained by the concessionaire and/or caterer shall be a material breach of this Agreement, unless other insurance coverages mutually are agreed to in writing by the concessionaire and/or caterer and Escambia County. Notwithstanding the provisions of this Section 5.5.6, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

5.5.6.6 No provision of any concession and/or catering agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or 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, as amended. The concessionaire's and/or caterer's obligation to indemnify Escambia County shall not be limited by the type and amount of insurance required under this Agreement.

5.5.6.7 Third party concessionaires and/or caterers also shall agree to execute an indemnification and hold harmless agreement in favor of Escambia County and its employees, officials, officers, and affiliated entities from and against claims, suits, actions, damages, penalties, interest, liability, and expenses, including legal expenses, in connection with bodily injury, death, personal injury or property damage, including loss of use, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of the Agreement by the third party concessionaires or caterers.

5.5.6.8 The concessionaires and/or caterers shall agree to comply with all rules and regulations governing the Pensacola Civic Center's operation and shall acknowledge receipt in writing of a copy of the rules and regulations.

Article 6. Security.

Management Company will provide acceptable security at all scheduled events and activities at the Pensacola Civic Center and during the Civic Center's normal business hours. However, Management Company shall retain the sole discretion to determine the appropriate number of uniformed officers necessary for each event or activity after consultation with the Sheriff of Escambia County. Off-duty law enforcement officers providing security services to the Civic Center shall be in privity of contract with Management Company and under Management Company's direction and not in the employment of any event promoter or sponsor or of Escambia County.

Article 7. Collection and Payment of Operating Revenues and Expenses.

7.1 Management Company will be responsible for the collection of all Gross Operating Revenues generated by the Pensacola Civic Center and for their deposit within two (2) business days of receipt into an interest bearing Operating Account in an Escambia County financial institution. The Operating Account shall be in Escambia County's name and federal tax identification number. In addition to the Management Company signatories, the Chairman and Vice-Chairman of the Board of County Commissioners and the Clerk of the Circuit Court shall be authorized signers on behalf of Escambia County. The Operating Account shall require two (2) signatures to authorize withdrawals from it.

7.2 Gross Operating Revenues collected and deposited by Management Company into the Operating Account are held in trust for Escambia County and shall be used only in the manner provided herein.

7.3 County shall be authorized, at any time, to obtain and inspect information and records concerning the Operating Account from the subject financial institution. Management Company shall make disbursements from the Operating Account to pay for the Pensacola Civic Center's Operating Expenses. If, at any time, there are insufficient funds in the Operating Account to pay Operating Expenses, Escambia County shall deposit sums in the Operating Account in the amount of the deficiency within fourteen (14) days notice from Management Company of such deficiency. In addition to the foregoing, Escambia County shall deposit into the Operating Account on or before the 15th day of each month in advance an amount equal to 1/12 of the amount by which Operating Expenses exceed Gross Operating Revenues as reflected in the Annual Budget.

7.4 County shall deposit into the Civic Center Fund a sum certain representing the Renewal or Replacement Fund. Such funding shall be transferred from the Tourist Development Tax Fund on an annual basis subject to an annual appropriation by the Board of County Commissioners and may used by Management Company to pay for any capital improvement project as defined herein or for any maintenance or repair cost or any operating supply necessary to maximize and enhance the facility.

7.5 Upon execution of this Agreement, the Parties shall establish a Marketing and Promotions Fund in the principal sum of $403,500.00. The principal sum, together with accrued interest, may be utilized upon mutual agreement of the Parties for the purpose of subsidizing event related activities, including but not limited to, marketing and promotional activities. The principal amount shall be amortized on a straight-line basis over the term of the Agreement. If the Agreement is terminated prior to the expiration of this Agreement, any remaining amounts shall be paid by County to Management Company upon the date of such termination.

The County shall retain possession of said Fund, and SMG shall have the right to request draws from said fund in advance of any event or planned expenditure.

Appropriate documentation of the planned event or expenditure must be submitted at the time of the request. Either Party may request and/or recommend funding for planned events or related expenditures, and the Parties shall jointly determine the use of said Fund. Each Party shall designate an individual with authority to make decisions regarding the use of said Fund. Once a request is approved by both Parties, funds shall be made available within ten (10) business days. Within ten days after the subsidized event has occurred, SMG shall provide to County an accounting of the profit/loss for the event. Any cash proceeds from profits retained from the subsidized event will be utilized to replenish the fund in an amount equal to the funds provided for the event. If sufficient cash proceeds are not generated from the event, the fund will be diminished by the amount of the loss.

Article 8. Policies and Procedures.

8.1 Management Company shall establish and implement reasonable rules, regulations, policies, and procedures to govern the Pensacola Civic Center's operational scheduling, priorities, user rates, and contracting responsibilities.

8.2 All rules, regulations, policies, and procedures shall be consistently applied to all users, whether they are for profit or non-profit entities or individual members of the public. A copy of these rules, regulations, policies, procedures, rate schedules, and contract forms shall be provided upon request to Escambia County, each vendor, performer, and member of the public.

Article 9. Signage.

Revenues produced by the sale of advertising on permanent signage owned by the Pensacola Civic Center shall be considered a Gross Operating Revenue, unless the monies are not retained by the Pensacola Civic Center. Temporary signage proceeds shall be governed by the Ice Hockey Agreement's terms and conditions identified in Article 13 and defined in Article 2.

Article 10. General Manager.

10.1 Selection of a General Manager, or any replacement thereof, for the Pensacola Civic Center shall be at Management Company's discretion with the prior approval by the Escambia County Administrator. It is understood and agreed by the Parties that Management Company shall solicit and screen applicants for this position and that Escambia County, at its option and upon its request, may participate in the interview of the position's three finalist.

10.2 The General Manager shall be available as required by Escambia County to consult with County officials and staff. The General Manager or his or her designee shall attend all meetings of the Board of County Commissioners, and such other meetings where the Pensacola Civic Center's operation is discussed.

10.3 The General Manager shall be employed only so long as he or she maintains Escambia County's confidence and, upon the written request of Escambia County, Management Company shall within thirty (30) days remove and/or reassign the General Manager. Management Company also shall provide Escambia County with thirty (30) days prior written notice of its intent to remove or reassign the General Manager in advance of such actual termination or reassignment.

Article 11. Escambia County Administrator or Designee.

11.1 The Escambia County Administrator or his or her designee shall act on behalf of Escambia County while administering this Agreement, with the exception of items which would require Escambia County Board of County Commission approval. The Escambia County Administrator or designee shall:

a. Serve as the liaison between Management Company and Escambia County on all matters relating to this Agreement.

b. Shall be responsible for ensuring that information supplied by Management Company is properly distributed to the Board of County Commissioners and appropriate Escambia County staff.

c. Shall be responsible for the day-to-day monitoring and assessment of the quality of the services and maintenance by Management Company of Pensacola Civic Center.

d. Coordinate contact with other Escambia County staff to assist in this Agreement's administration.

Article 12. Relationship of Parties.

12.1 Escambia County and Management Company agree that the only relationship created hereby is one for supplying management services, as an independent contractor, and Management Company is not an employee, joint venturer, agent, or partner of Escambia County.

12.2 Management Company, on its own behalf, shall have authority to enter into the contracts to perform the management services specified herein, subject to approvals, which may be required by this Agreement. Management Company shall not have the authority to obligate Escambia County contractually. Upon this Agreement's termination or expiration, all contracts relating to the Pensacola Civic Center (including contracts approved by Escambia County and license, lease, or rental contracts pertaining to the Civic Center which Management Company executed in its own name) shall be automatically assigned to, and deemed to be assumed by, Escambia County (without further action by any Party).

12.3 Unless otherwise stated herein, Management Company is the real party in interest under this Agreement and is not acting for or on behalf of any undisclosed principal. A list of Management Company's officers and members of its Board of Directors appears in **Exhibit B** attached hereto and incorporated by reference herein.

12.4 Management Company represents that it is possessed with the requisite authority to enter into this Agreement as evidenced by the Partnership Registration Statement of the State of Florida, a copy of which is attached hereto as **Exhibit C**, and incorporated by reference herein. Management Company also represents the individuals executing this Agreement are possessed of the requisite authority to sign and bind Management Company.

12.5 Management Company acknowledges that it has not engaged in any public entity crimes and has executed the Public Entity Crime Disclosure Form attached hereto as **Exhibit D**, and incorporated by reference herein.

12.6 Management Company represents by reason of its principals' expertise in facility management, it is well qualified to operate successfully the Pensacola Civic Center on behalf of Escambia County in accordance with this Agreement's terms and conditions.

Article 13. Pre-Existing Agreements.

Escambia County will perform all terms, covenants, conditions, and obligations contained in Section 5.6 of the Amendment to the Pensacola Civic Center Management Services Agreement dated May 1, 2007. Otherwise, the Parties agree and understand by executing this Agreement they accept all such terms and conditions and shall be bound by them as stated herein.

Article 14. Government Impositions.

Escambia County shall not be responsible for payment of Governmental Impositions associated with management and operation of the Pensacola Civic Center, unless otherwise approved by Escambia County.

Article 15. Annual Budget.

15.1 Management Company shall submit an Annual Budget, as part of the Annual Business and Marketing Plan for the period commencing October 1st and ending September 30th of each Fiscal Year, listing projected Operating Expenses. It shall be presented at the same time the County Administrator requires other County department annual budget requests.

15.2 The Annual Budget, in a format requested by the Escambia County Administrator or designee, also shall include projected Gross Operating Revenues, as well as an estimate of the required Tourist Development Tax dollars or other County

revenues necessary for the Pensacola Civic Center's operation as well as other designated financial information.

15.3 The Annual Budget shall be approved by Management Company and the Escambia County Administrator or designee by a date established by the Escambia County Office of Management & Budget and the County Administrator.

15.4 It is understood and agreed that if the Escambia County Administrator objects to Management Company's proposed Annual Budget or any part thereof, Escambia County shall be obligated to notify promptly Management Company. Should the Parties thereafter be unable to resolve the matter, Management Company may present its proposed Annual Budget directly to the Board of County Commissioners for consideration during the first advertised public budget hearing required by Florida law.

15.5 Management Company acknowledges that the Annual Budget is subject to approval by the Board of County Commissioners. In the event a proposed Annual Budget has not been adopted by the Board of County Commissioners as the official County Annual Budget by the first day of the new Fiscal Year, then the prior year's budget shall be deemed to be the Annual Budget until the new budget is approved.

15.6 Management Company and Escambia County Administrator or designee may revise the approved Annual Budget during the Fiscal Year by mutual written agreement.

Article 16. Management Fees.

16.1 Fixed Fee. As compensation to the Management Company for providing services during this Agreement's term and any renewal term, Escambia County shall pay to it an annual fixed fee (beginning October 1, 2012) of one hundred seventy five thousand five hundred dollars ($175,500), which amount shall be adjusted on the first day of each Fiscal Year thereafter by the percentage change in the Southeastern United States Consumer Price Index (Base Year 1982), as published by the U.S. Bureau of Labor Statistics or any successor index or agency, during the one (1) year period ending on December 31 immediately preceding such Fiscal Year (the "Fixed Fee"). However, no upward adjustment shall exceed three (3%) percent. The Fixed Fee shall be invoiced by Management Company monthly in arrears and promptly paid pursuant to Section 218.70, Florida Statutes, as amended, after receipt of a correct invoice as reasonably determined by Escambia County.

16.2 Incentive Fee. In addition to the fixed fee, Escambia County shall pay to Management Company an annual Incentive Fee (beginning October 1, 2011) based upon financial performance. The Incentive Fee shall be prorated for any partial Fiscal Year upon termination or expiration of this Agreement. The Incentive Fee shall be calculated as a percentage of the improvement in actual Net Operating Loss compared to the Net Operating Loss Benchmark, as follows:

% of improvement	% to County	% to SMG
Up to $250,000	65%	35%
Greater than $250,000	60%	40%

An example of the calculation of the Incentive Fee is depicted in Exhibit A of this agreement.

The total Incentive Fee that may be earned by Management Company during any Fiscal Year may not exceed 150% (or $263,250 or in subsequent years an amount equal to 1.5 times the amount of the base fee adjusted for inflation as shown in section 16.1) of the annual Fixed Fee during any Fiscal Year. Qualification for the Incentive Fee shall be contingent upon satisfactory annual inspection of the Pensacola Civic Center as provided in Section 5.4.4.

16.3 By executing this Agreement, the Parties agree Management Company waives any and all right to contest the amount owed for past incentive fees or to seek any additional payment, including interest, for past incentive fees which Management Company may claim based upon past performance.

16.4 Pursuant to the requirements of Florida law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, Escambia County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. This Agreement shall not be a debt or obligation of Escambia County or the State of Florida.

Article 17. Annual Management Report and Travel Expenses.

17.1 No later than sixty (60) days after the end of each Fiscal Year, Management Company shall deliver to Escambia County the Annual Management Report detailing the Yearly Gross Operating Revenues and the Yearly Operating Expenses for that Fiscal Year.

17.2 All travel and professional expenses of Management Company employees shall be paid in accordance with the Florida Statutes relating to County employee travel and professional expenses when approved and included in the Pensacola Civic Center Annual Budget. Management Company will prorate these expenses if Management Company's employees conduct corporate business on behalf of or for the benefit of Management Company during such travel. All non-budgeted travel and professional expenses shall be paid only after the prior written approval of Escambia County.

Article 18. Accounting Records, Reports, and Practices.

18.1 Management Company shall maintain accounting records, using accounting practices which conform to nationally generally accepted accounting principles and this Agreement's terms and conditions.

18.2 Management Company shall establish internal financial control policies and practices, which are in accordance with nationally generally accepted standards in the industry and this Agreement's terms and conditions.

18.3 Management Company shall provide to the Escambia County Administrator or designee and the Clerk of the Circuit Court copies of all forms used by it and notice of all accounting methods, internal controls and procedures utilized in its reports to Escambia County and when possible adopt such methods, controls and procedures that are compatible with existing Escambia County methods, controls and procedures.

18.4 Escambia County shall have unlimited access to all accounting records and supporting documentation during this Agreement's term and for a period of five (5) years thereafter. However, Escambia County's right to access shall be exercised following reasonable notice to Management Company. Supporting documentation shall include, but is not limited to, contracts, leases, vouchers, checks, invoices, receipts, and other documents prepared or executed in connection with the Pensacola Civic Center's operation.

18.5 Within thirty (30) days of each month's end, Management Company will submit to Escambia County a Monthly Financial Report, which includes: 1) a monthly and year-to-date income statement identifying Gross Operating Revenues and Operating Expenses in detail in the Annual Budget; 2) a balance sheet as of the last day of the month; 3) a year-to-date statement of cash flows as of the last day of the month; and 4) a statement of related party transactions which will consist of all disbursements to Management Company or any of its affiliates.

18.6 Management Company acknowledges that the Pensacola Civic Center is a public enterprise fund, and as such, all Financial Reports, including the Annual Management Report, will be prepared on a full accrual accounting basis.

Article 19. Lost Articles.

Management Company shall have the sole right to collect and to have custody of, as a gratuitous bailee, articles left, lost, or checked in, on, or about the Pensacola Civic Center by persons attending or participating in events or activities at the Civic Center.

Article 20. Performance Security.

20.1 All Management Company employees handling monies shall be sufficiently bonded as reasonably determined by Escambia County.

20.2 Those employees designated as authorized signatories on Pensacola Civic Center account(s) shall be insured through Management Company's Comprehensive Crime Insurance/Fidelity Bonding with the face coverage of such policy

to be one million dollars ($1,000,000.00) or more and shall name Escambia County as loss payee.

20.3 During the term of this Agreement, Management Company also shall provide to Escambia County a surety and performance bond in the amount of two hundred thousand dollars ($200,000.00) to protect the County against loss should Management Company fail to perform its services under this Agreement.

Article 21. Admission to Pensacola Civic Center.

21.1 Management Company reserves the right to evict persons from the Pensacola Civic Center and shall include reasonable guidelines in the rules and regulations required by Article 5 to govern removal of such disruptive persons.

21.2 Management Company's guidelines, rules, and regulations shall be available for the general public's review and given to each promoter or other user at the time a user agreement is signed.

Article 22. Assumption of Risk.

22.1 Management Company shall be solely responsible for all civil liability due to negligent acts or omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage occurring at or in the Pensacola Civic Center.

22.2 Only qualified rigging personnel employed by or under contract with Management Company shall provide rigging services for Pensacola Civic Center events.

22.3 Management Company's personal property placed or moved into the Pensacola Civic Center shall be at the Management Company's sole risk, including, without limitation, for those injuries, damages or death arising from environmental damage or liability, theft, and vandalism.

Article 23. Default.

23.1 The following shall constitute a default of the Agreement:

a. The failure to perform or comply with any material terms, covenants, or conditions of the Agreement;

b. The occurrence of any act or omission on the part of Management Company that deprives it of the right, power, license, permit or authorization necessary for the lawful and proper operation of the services provided herein;

c. The violation of any state, federal, or local laws;

d. The filing by or against Management Company of petitions in bankruptcy or the making by which the actions shall automatically be a basis for termination and bar the passing of any benefits to creditors, assignees, or transferred of Management Company;

e. The abandonment or discontinuance by Management Company of any or all of the services permitted or required herein;

f. The failure of either party to timely remit payments due and owing as provided herein;

g. The cessation or deterioration of services by Management Company for a period that in the reasonable opinion of County materially and adversely affects the performance of services described herein.

h. Management Company's failure to operate within the amounts allocated in the Annual Budget for the operation of the Civic Center during any Fiscal Year.

23.2 In the event of default of this Agreement, the defaulting party shall have thirty (30) days to cure the default before termination proceedings may commence as provided in Article 24 below.

Article 24. Termination.

24.1 Either Party may terminate this Agreement for cause upon the failure to fulfill in a timely and proper manner its obligations under this contract, including but not limited to, default of the Agreement as defined in Section 23.1 above. Such termination for cause shall be effective thirty (30) days following the date of the receipt of such notice of termination from the non-breaching party.

24.2 Upon termination, Management Company will be paid for its Management Fee, as defined in Article 16, earned to the date of termination, less the cost to Escambia County of subsidizing any deficiencies, correcting all work improperly performed, as well as repayment for additional cost to Escambia County for removing or replacing Management Company, exclusive of fees to firm(s) hired to replace Management Company. Any deduction from payment to Management Company shall not be construed as a settlement or waiver of other remedies available by law to Escambia County or Management Company.

24.3 The exercise of remedies and rights provided herein shall in no way affect any other right or remedy available to County or Management Company.

Article 25. Procedure Upon Termination.

25.1 Upon the expiration or termination of this Agreement, Management Company shall promptly surrender and deliver to County all equipment, supplies, inventories, or other items, which are the property of the County.

25.2 All losses in inventory of County-owned equipment shall be documented by Management Company as soon as such losses are discovered by Management Company. The Escambia County Risk Manager shall be promptly notified of such losses.

Article 26. Audits and Inspection of Records.

26.1 Escambia County shall have the right to a reasonable inspection and audit of Management Company's financial records. If a complete independent records audit is requested by County, such audit shall be performed in Escambia County after reasonable notification to Management Company.

26.2 The cost of the audit shall be paid by Escambia County, unless the audit should reveal a discrepancy in excess of one percent (1%) of Gross Operating Revenues, in which case Management Company shall pay the cost of the audit. Any monies due Escambia County or Management Company as a result of the audit shall be paid immediately or otherwise credited.

Article 27. Public Record Disclosure.

27.1 Management Company acknowledges this Agreement and any financial records, audits, reports, plans, correspondence, etc. related to the Pensacola Civic Center may be subject to disclosure to the public pursuant to Chapter 119, Florida Statutes, as amended.

Article 28. Insurance.

28.1 The cost of property insurance for the Pensacola Civic Center shall be paid for by the Management Company as an Operating Expense. Management Company hereby acknowledges that Escambia County may self-insure against any or all risks for which it may be responsible. Escambia County shall waive subrogation rights it may have against Management Company for any loss covered under Escambia County's property insurance policies or property self-insurance programs for the Pensacola Civic Center, to the extent permitted by the County's insurer(s).

28.2 Upon execution of this Agreement and for the term's remainder, Management Company will procure and maintain insurance of the types and with the limits herein specified by an insurance carrier described in this Article. Management Company shall name Escambia County, any elected and appointed officials, and employees, of Escambia County, and Escambia County Board of County Commissioners as additional insured by endorsement to the policy with respect to Management Company's operations hereunder. The minimum required limits of

insurance may become inadequate during this Agreement's term. Management Company and Escambia County agree that the minimum limits may be increased to higher reasonable amounts upon this Agreement's extension or renewal or otherwise upon mutual agreement of the Parties or at the direction of Escambia County.

28.3 Unless otherwise agreed, the amount, form, and type of insurance shall conform to the following minimum requirements upon this Agreement's execution:

a. Workers Compensation Coverage. Management Company shall purchase and maintain for its employees workers compensation insurance coverage as required by Florida law and employers' liability with minimum limits of one million dollars ($1,000,000.00).

b. Commercial General Liability Coverage. Management Company shall purchase commercial general liability insurance in the minimum amount of five million dollars ($5,000,000.00) per occurrence, specific to operations under this Agreement, with combined single limits for bodily injury and property damage. Fire legal liability insurance limits of one hundred thousand dollars ($100,000.00) per occurrence.

c. Automobile Liability Coverage. Coverage must be provided, including bodily injury and property damage arising out of operation, maintenance, or use of any automobiles and employee non-ownership use in the amount of one million dollars ($1,000,000.00).

d. Liquor Liability Insurance. Liquor Liability Insurance shall be provided with a minimum limit of three million dollars ($3,000,000.00) per occurrence unless such insurance is provided by a third party concessionaire. When alcoholic beverages are furnished, sold, or consumed at the Pensacola Civic Center, Management Company shall not furnish, or shall not sell to or permit its employees, servants, subcontractors, or agents to furnish or to sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any persons who appear intoxicated. Further, Management Company agrees to comply with Section 561.705, Florida Statutes, as amended, regarding "Responsible Vendor Qualifications".

e. Loss Control and Safety. Management Company shall retain control and shall remain responsible for the safety of its employees, agents, servants and subcontractors, as well as its invitees, patrons, and other persons using the Pensacola Civic Center. Precaution and safety considerations shall be considered at all times by Management Company for the protection of persons, and property in and around the Pensacola Civic Center. Management Company therefore shall make special efforts to detect hazards in advance and shall take prompt action where necessary to retain loss control of the Pensacola Civic Center.

28.4 All required insurance coverage shall be documented by Certificates of Insurance, which provide that Escambia County shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change or restriction in their coverage. Escambia County and the Board of County Commissioners shall be named on each policy and Certificate of Insurance as additional insured. Escambia County Board of County Commissioners shall be named as the certificate holder on the Certificate of Insurance. All insurers shall be licensed to do business in the State of Florida and rated "A" or better by A.M. Best's most current rating guide with a minimum financial size category of IX. If requested by the County, the Management Company shall furnish complete copies of the Management Company's insurance policies, forms and endorsements.

28.5 Management Company's required coverage shall be considered primary, and all other insurance shall be considered an excess, over and above Management Company's coverage.

Article 29. Hold Harmless and Indemnification.

29.1 Management Company shall indemnify and hold harmless Escambia County, its elected and appointed officials, and employees from any and all claims, demands, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, or arising out of recklessness, error, omission, intentional or negligent acts by Management Company, its agents and employees in the performance of its obligations under this Agreement. Escambia County shall not waive Management Company's indemnification for acts of sheriff deputies hired directly by Management Company to provide internal security. Management Company's obligation shall not be limited by, or in any way to, any insurance coverage or by a provision in or exclusion or omission from any policy of insurance. The Parties agree this indemnification provision shall survive the termination of this Agreement and throughout the life of any statutes of limitation thereafter.

29.2 No provision of this Agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability available to Escambia County.

29.3 Escambia County is self-insured for liabilities to the extent permitted under Section 768.28, Florida Statutes, as amended. Management Company's obligation to indemnify Escambia County pursuant to this Article shall not be limited by the type and amount of insurance provided pursuant to Article 28.

29.4 Management Company agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of Management

Company required under this Agreement shall be primary to any insurance or self-insurance program carried by Escambia County applicable to this Agreement.

29.5 Failure to provide and maintain the insurance coverage required under Article 28 shall be considered a material breach of this Agreement, unless this Agreement is amended to reflect other insurance coverage mutually agreed to in writing by the Parties.

Article 30. Right of Entry.

30.1 Escambia County, through its authorized officers, agents, employees, representatives, and contractors shall have the right, at all times, to enter the Pensacola Civic Center for the purpose of inspecting and observing this Agreement's administration as long as such observations do not interfere with the Civic Center's normal operations. Escambia County, its officers, agents, employees, representatives, and contractors may enter in Emergencies without prior notice to Management Company.

30.2 Management Company shall have the right to determine when and if it is necessary to evacuate the Pensacola Civic Center in an Emergency or for other public safety reasons. This determination shall be made by Management Company's General Manager. The General Manager shall immediately contact the Escambia County Administrator to formally advise Escambia County of the evacuation. He or she shall act in a reasonable manner so as to not unnecessarily endanger human life or property while attempting to contact the Escambia County Administrator or designee.

30.3 If an evacuation should occur that results in an event or activity cancellation due to Management Company's negligence, Escambia County does not waive any damage claims which may be filed against Management Company. In the event the evacuation occurs and results in cancellation of an event or activity because of flood, fire, strike, acts of civil or military authorities, or from insurrection or riot, windstorms, hurricanes, tornadoes, acts of God, or any other cause that is unavoidable or beyond Management Company's reasonable control, Escambia County hereby agrees to waive damage claims against Management Company.

Article 31. Non-Discrimination.

Management Company, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, covenants and agrees that: 1) No person because of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Pensacola Civic Center, except as allowed by law; and 2) Management Company shall not discriminate against any employee, applicant for employment, vendor, subcontractor, or other person or entity needed for the provision of supplies, material, or labor because of age, sex, physical handicap, marital status, color, religion, national origin, or ancestry except where based on a bona fide occupational

qualification or otherwise permitted by law.

Article 32. Notices.

32.1 All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next day delivery addressed to the appropriate party at the address set out below:

ESCAMBIA COUNTY:
County Administrator or designee
Escambia County, Florida
221 Palafox Place, Ste. 420
Pensacola, Florida 32502
(850) 595-4900

With a copy to:
County Attorney
Escambia County Attorney's Office
221 Palafox Place, Ste. 430
Pensacola, Florida 32502
(850) 595-4970

MANAGEMENT COMPANY:
SMG
300 Conshohocken State Road
Suite 770
Conshohocken, Pennsylvania 19428

With a copy to:
Steven A. Scolari, Esquire
Stradley, Ronon, Stevens & Young
30 Valley Stream Parkway
Malvern, Pennsylvania 19355
(610) 640-1965

32.2 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. Either 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 changed address.

Article 33. Ownership.

33.1 Ownership of the Pensacola Civic Center, including the leasehold, technical and office equipment and facilities, furniture, supplies, displays, fixtures, and other property, shall remain at all times the property of Escambia County. Prior to this Agreement's commencement, the Parties shall together conduct an inventory of all expendable supplies and fixed assets of the Pensacola Civic Center and shall attach a copy of the results of such inventory, signed by an authorized representative of each Party, to this Agreement as **Exhibit E**. The inventory's cost, if conducted or supervised by a third party, shall be equally divided and shall be paid by both Parties. The Parties agree the inventory list shall specifically include a personal computer which is 1) capable of preparing, transmitting, and producing the Pensacola Civic Center's payroll;

2) compatible with the Management Company's computer system; and 3) provided at the Management Company's expense.

33.2 Escambia County will retain ownership and responsibility for all capital improvements and capital repairs and maintenance to the Pensacola Civic Center; however, Escambia County is under no obligation to make such improvements. The Parties agree that in the event Management Company requests a capital improvement, Escambia County shall give reasonable consideration to such request(s) prior to adopting the Annual Budget.

33.3 Management Company shall not injure, mar, or deface the Pensacola Civic Center or any equipment contained therein, and shall not cause or permit anything to be done whereby the Civic Center or equipment shall be in any manner injured, marred, or defaced. Management Company shall not allow any vehicular traffic by patrons on the entrance/exit ramps to building levels above ground at the Pensacola Civic Center's east or west sides. If the Civic Center is damaged by the act, default, or negligence of Management Company or its authorized agents, then Management Company shall pay to Escambia County, upon demand, such sums as shall be necessary to restore it to its original condition, ordinary wear and tear excepted.

Article 34. Copyright.

34.1 Management Company shall procure and pay for, or cause to be procured and paid for, the use of any copyrights, trademarks, or other intellectual property or materials necessary for the presentation of a Pensacola Civic Center event or activity.

34.2 Management Company further agrees to save and hold harmless Escambia County in accordance with the hold harmless and indemnification provisions in Article 29 from any costs or claims arising from copyright violations, including copyright or trademark violations resulting from the sale or display of advertising signs.

Article 35. Assignment of Agreement.

35.1 Escambia County is entering into this Agreement in recognition of and in reliance upon Management Company's expertise, reliability, and competence. The performance of the obligations imposed upon Management Company under the Agreement are not assignable to any other party unless Escambia County, within its sole discretion, consents in writing to said assignment. Any purported assignment in contravention of this paragraph shall be void and shall be considered a material breach of this Agreement.

35.2 Notwithstanding the foregoing, in the event of an assignment by Management Company to an affiliate, parent, or subsidiary which is intended primarily to accomplish an internal Management Company corporate purpose as opposed to materially and substantially altering the method of management services delivery to

Escambia County, then the County will not unreasonably withhold its consent for such assignment.

35.3 In the event of a "Change in Control" of the Management Company (as defined below), Escambia County shall have the option of terminating, for convenience, this Agreement by written notice to the Management Company. Management Company shall notify Escambia County within ten (10) days after it becomes aware that a Change in Control will occur.

35.4 As used in this Agreement, the term "Change of Control" shall mean a change in the possession, direct, or indirect, of either (1) the ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value, or voting power in the Management Company; or (2) the power to direct or cause the direction of the management and policies of the Management Company whether through the ownership of voting securities, by contract, or otherwise.

Article 36. Force Majeure.

36.1 Except as otherwise provided, neither Party shall be obligated to perform hereunder and neither shall be deemed to be in default if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Pensacola Civic Center, or any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental law and regulations.

36.2 In the event of a labor dispute which results in a strike, picket, or boycott affecting the Pensacola Civic Center or services described in this Agreement, Management Company shall not be deemed to be in default or to have breached any part of this Agreement.

Article 37. Casualty.

37.1 In the event the Pensacola Civic Center or any portion thereof shall be destroyed or damaged by fire or other casualty so as to prevent its use or if the Civic Center cannot be so used because of strikes, acts of God, national emergency, or other causes beyond Escambia County's control, then this Agreement shall be suspended for that period of time. The Agreement's term shall be extended for a period equaled to that duration; provided, however, that if the period exceeds six (6) months, the Management Company or the County shall have the right to terminate this Agreement for convenience.

37.2 Management Company's responsibility for paying Operating Expenses of the Civic Center shall be extended beyond the cost of paying for the County's property insurance on the Civic Center to also paying the cost of business interruption coverage for loss of income/loss of rents to the County for a period of one year.

37.3 Management Company hereby waives any damage claim against Escambia County by reason of such suspension or termination, except for the earned proration of the Management Fee to the date of the casualty's occurrence.

Article 38. Compliance with Laws.

Management Company agrees to comply with all Governmental Regulations applicable to Management Company's management of the Pensacola Civic Center, including but not limited to the Americans with Disabilities Act, and all other federal, state, and local occupational, health, and safety laws. Nothing in this Article or elsewhere in this Agreement shall, however, require Management Company to undertake any of the foregoing compliance activity, nor shall Management Company have any liability under this Agreement therefor, if such activity requires any Capital Improvements purchases, unless the County provides funds for such Capital Improvements. Furthermore, Management Company shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Civic Center to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Civic Center.

Article 39. Waiver.

39.1 Waiver of any provision of this Agreement by either Party shall not be deemed to imply or constitute a waiver by such Party of any other provision.

39.2 Escambia County's rights and remedies under this Agreement are cumulative and are not intended to be exclusive, and the use of one shall not be taken to exclude or waive the use of another. Escambia County will be entitled to pursue all such rights and remedies available by law.

Article 40. Entire Agreement.

40.1 This Agreement contains the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between them unless otherwise noted herein.

40.2 Management Company 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 Parties agree from time to time this Agreement may be amended in writing upon the Parties' mutual agreement.

Article 41. Conflicts of Interest.

41.1 Management Company hereby certifies that it will make a complete disclosure to Escambia County of all facts bearing upon any possible conflict, direct or

indirect, with its performance that it believes any officer or employee of Management Company now has or will have.

41.2 Said disclosure shall be made by Management Company contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Management Company. However, Management Company agrees it will perform at all times its obligation under this Agreement in a manner consistent with the best interest of Escambia County.

41.3 Violation of this Article shall be deemed a default hereunder subject to the provisions of Article 23 and 24.

Article 42. Miscellaneous Provisions.

42.1 The captions, headings, and section titles in this Agreement are for convenience of reference only and are not intended to restrict, affect, or interpret the provisions of any section.

42.2 If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, to any extent, the remainder of it or the application of such term, provision, covenant, or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision, covenant, or condition shall be valid and enforceable to the fullest extent permitted by law.

42.3 This Agreement shall be construed in accordance with the laws of the State of Florida and the Parties stipulate venue for any action which is the subject of this Agreement shall be Escambia County, Florida.

42.4 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Chairman, and Management Company signing by and through its President, duly authorized to execute the same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: Wilson B. Robertson
Wilson B. Robertson, Chairman

Date: February 16, 2012

BCC Approved: 2-16-2012

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By:
Title:
Date: 2/2/12

MANAGEMENT COMAPNY:
SMG, a Pennsylvania general partnership, a general partnership duly authorized to do business in the State of Florida.

ATTEST: Secretary

By: H. Worthy
President

By:_____
Secretary

Date:_____

Exhibit A

	2010	2011	2 Year Average	2012 Example*
Operating Income/(Loss)	($2,521,941)	($2,228,054)	($2,374,998)	($2,125,000)
Less:				
Depreciation	936,036	939,717	937,877	939,717
Amortization	0	0	0	0
Net Operating Loss for Incentive Calculation	($1,585,905)	($1,288,337)	($1,437,121)	($1,185,283)
Decrease in Net Operating Loss from Benchmark				$251,838
SMG Incentive:				
$0 - $250,000 in improvement	35%			88,143
Over $250,000 in improvement	40%			0
Total Due SMG				**$88,143**

*Figures are an example for illustrative purposes and will be based upon actual audited results

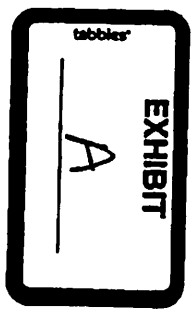


EXHIBIT B
TO PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT
BETWEEN
ESCAMBIA COUNTY, FLORIDA
AND
SMG

COMPANY OFFICERS AND DIRECTORS

SMG
Organization: General Partnership
Formed in State of: PA
FEIN: 23-2511871

Directors:
Harold Westley
Brian Graff
Phil Harper
Pankaj Gupta

Officers:
President & CEO: Harold Westley
Executive VP & CFO: John Burns
Executive VP: Maureen Ginty

EXHIBIT
tabbies
B

State of Florida

Department of State

I certify from the records of this office that SMG is a Pennsylvania partnership, filed on April 1, 1998.

The document number issued to this registration is GP9700000811.

I further certify said partnership has not been canceled.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifth day of April, 2007

Kurt S. Browning
Secretary of State

CR2EO22 (01-07)

EXHIBIT
tabbies
C

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Escambia County, Florida
[print name of public entity]

by John F. Burns - Executive Vice President & Chief Financial Officer
[print individual's name and title]

for SMG
[print name of entity submitting sworn statement]

whose business address is 300 COnshohocken State Road, Suite 770, W. Conshohocken, PA 19428

and (if applicable) its Federal Employer Identification Number (FEIN) is 23-2511871 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

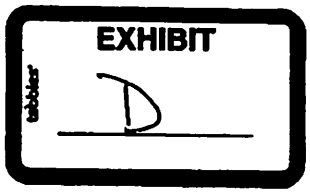
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political 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 a 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:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of 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.



5. 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 a 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.

6. 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.]**

X Neither the entity submitting this sworn statement, nor any 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 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 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.

John F. Burns
[signature]

Sworn to and subscribed before me this 18th day of January, 2012.

Personally known John F. Burns

OR Produced identification _____ Notary Public - State of Jacqueline J. Nicholas - Penna

_____ My commission expires July 6, 2014
(Type of Identification)

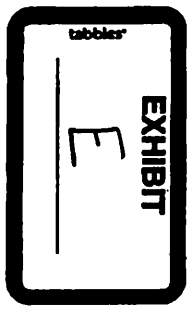
(Printed typed or stamped Commissioned name of Notary Public)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jacqueline J. Nicholas, Notary Public
West Conshohocken Boro, Montgomery County
My Commission Expires July 6, 2014
Member Pennsylvania Association of Notaries

Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	034477	000	REPEATER DUPLEXER	1/29/1988	LOC ON TOP OF ROOF	221303	7,373.50	CIV800	CIVIC CENTER	CIVIC CENTER-CAPITAL
_____	052353	000	LAPTOP COMPUTER	6/1/2003	SAEGER COMPUTER	221303	1,203.99	CIV800	CIVIC CENTER	CIVIC CENTER-CAPITAL
_____	053039	000	COMPUTER	4/1/2004	GENERAL MANAGER	221303	1,531.31	CIV800	CIVIC CENTER	CIVIC CENTER-CAPITAL
							10,108.80			



2012-000196 BCC
Feb. 16, 2012 Page 111

Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	038364	000	WORK STATION MODULAR	8/22/1991	RECEPTION DESK	221303	2,930.99	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	046378	000	LASER PRINTER	2/23/1998	SUANN NOLAN	221303	1,460.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	046379	000	LASER PRINTER	2/23/1998	COPIER ROOM	221303	1,460.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	046380	000	COMPUTER NETWORK	2/23/1998	TELEPHONE RM	221303	3,223.25	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	048671	000	MONEY COUNTER	4/1/2000	FRONT OFFICE	221303	1,275.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	048672	000	MONEY COUNTER	4/1/2000	BOX OFFICE	221303	1,275.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	051031	000	BOX OFFICE DESK	5/8/2002	BOX OFFICE	221303	1,393.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	052013	000	NETWORK SERVER	5/6/2003	TELEPHONE ROOM	221303	3,248.52	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	052039	000	DELL POWER EDGE	5/6/2003	VAULT ROOM	221303	6,999.95	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	052064	000	FAX MACHINE	4/1/2003	COPIER ROOM	221303	1,077.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	052150	000	SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	052156	000	SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	052157	000	SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	052158	000	SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	052159	000	SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	052160	000	SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	052805	000	COPIER	12/5/2003	COPIER ROOM	221303	10,482.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	053016	000	FURNITURE OFFICE	3/1/2004	GENERAL MANAGER	221303	1,860.88	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	055462	000	COMPUTER	9/8/2006	SUMMER JIMMERSON	221303	1,489.20	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	055885	000	OMNI 3750 CREDIT CARD TERMINAL	2/20/2007	21 CREDIT CARD MACHINES	221303	42,989.18	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058479	000	POWEREDGE T610 SERVER	12/8/2009	BOX OFFICE	221303	10,583.39	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058480	000	POWEREDGE T610 SERVER	12/8/2009	VAULT ROOM	221303	10,583.38	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058481	000	ZENITH BACKUP	12/8/2009	VAULT ROOM	221303	5,015.87	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058482	000	OPTIPLEX 360 COMPUTER	12/8/2009	DEBBIE ROBERSON	221303	1,136.26	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058483	000	OPTIPLEX 360 COMPUTER	12/8/2009	CYNDEE PENNINGTON	221303	1,136.26	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058484	000	OPTIPLEX 360 COMPUTER	12/8/2009	MACK GILLENWATER	221303	1,136.25	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058485	000	OPTIPLEX 360 COMPUTER	12/8/2009	GM RECEPTION	221303	1,136.25	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058486	000	OPTIPLEX 360 COMPUTER	12/8/2009		221303	1,136.25	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058487	000	OPTIPLEX 360 COMPUTER	12/8/2009	DON BRAKE	221303	1,087.46	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	058488	000	OPTIPLEX 360 COMPUTER	12/8/2009	BRIDGET LEWIS	221303	1,087.46	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058489	000	OPTIPLEX 360 COMPUTER	12/8/2009	SUSAN JENKINS	221303	1,087.46	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058490	000	OPTIPLEX 360 COMPUTER	12/8/2009	JAN CASTILLO	221303	1,087.46	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058491	000	LATITUDE E5500 LAPTOP COMPUTER	12/8/2009	CYNDEE PENNINGTON	221303	1,205.55	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058492	000	LATITUDE E5500 LAPTOP COMPUTER	12/8/2009	FLOAT COMPUTER	221303	1,205.54	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
_____	058508	000	LASERJET M2727 PRINTER	12/28/2009	BOX OFFICE	221303	1,024.05	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
							131,282.86			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	031947	000	SINK SS 2 SEC	10/1/1984	KITCHEN	221303	1,850.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	031952	000	FRYER DEEP	10/1/1984	KITCHEN	221303	1,050.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	031953	000	FRYER DEEP	10/1/1984	KITCHEN	221303	1,050.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	031957	000	WASHER DISH	10/1/1984	KITCHEN	221303	13,005.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	031958	000	WARMER FOOD W/WHEELS	10/1/1984	MOBILE	221303	1,398.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	031960	000	WARMER FOOD W/WHEELS	10/1/1984	MOBILE	221303	1,398.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	031961	000	WARMER FOOD W/WHEELS	10/1/1984	MOBILE	221303	1,398.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	031966	000	REFRIGERATOR	10/1/1984	KITCHEN	221303	2,287.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	031969	000	FREEZER	10/1/1984	KITCHEN	221303	2,980.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	031970	000	WARMER FOOD W/WHEELS	10/1/1984	MOBILE	221303	1,398.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	031971	000	SINK SS 3 SEC	10/1/1984	KITCHEN	221303	1,850.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	036455	000	COOKER SLOW ALTO-SHAAM	4/25/1989	KITCHEN	221303	3,778.95	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	036456	000	PROCESSOR FOOD BERKLIN	4/25/1989	KITCHEN	221303	1,657.86	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	036457	000	MIXER FOOD	4/25/1989	KITCHEN	221303	1,800.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	036458	000	SLICER MEAT	4/25/1989	KITCHEN	221303	1,200.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	036459	000	TABLE SS	4/25/1989	KITCHEN	221303	1,200.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	038367	000	ALARM SYSTEM	8/7/1991	KIT HALLWAY	221303	1,695.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	039098	000	WARMER FOOD W/WHEELS	7/29/1992	MOBILE	221303	2,374.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	040126	000	WARMER FOOD	7/15/1993	KITCHEN	221303	2,285.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	041036	000	COUNTER CURRENCY	6/7/1994	FOOD & BEV OFFICE	221303	1,538.03	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	048670	000	MONEY COUNTER	4/1/2000	FOOD & BEV OFFICE	221301	1,275.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-ADMIN
_____	050389	000	REFRIGERATED MOBILE CART	8/10/2001	MOBILE	221303	10,786.77	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	050707	000	RANGE	1/2/2002	KITCHEN	221303	1,754.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	050708	000	CHARBROILER	1/2/2002	KITCHEN	221303	2,506.00	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	055547	000	CONVECTION OVEN W/ GLASS DOOR	10/13/2006	KITCHEN	221303	5,184.16	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	055548	000	CONVECTION OVEN W/ GLASS DOOR	10/13/2006	KITCHEN	221303	5,184.16	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	055549	000	CONVECTION STEAMER W/GAS MANIF	10/13/2006	KITCHEN	221303	16,493.34	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	055550	000	FRYER CLEANER	10/13/2006	KITCHEN	221303	1,023.79	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	058509	000	LASERJET M2727 PRINTER	12/28/2009	FOOD & BEVERAGE OFFICE	221303	1,024.05	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	058592	000	ELECTRIC FOOD PROCESSOR	3/2/2010	KITCHEN	221303	1,526.70	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	058593	000	KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	058594	000	KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	058595	000	KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	058596	000	KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	058822	000	PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	058823	000	PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	058824	000	PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	058825	000	PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
_____	058768	000	STEAMER	3/2/2010	TERESA BRYAN	221303	1,284.98	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
							118,031.11			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	050704	000	ICE MACHINE	11/26/2001	C3	221303	3,478.00	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____	050705	000	ICE MACHINE	11/26/2001	C4	221303	3,478.00	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____	050706	000	ICE MACHINE	11/26/2001	C6	221303	3,478.00	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____	051051	000	HOT FOOD CART	7/1/2002	CART CONCESSION MOBILE	221303	9,237.50	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____	051078	000	HOT FOOD CART	7/1/2002	CART CONCESSION MOBILE	221303	9,237.50	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____	055458	000	POPCORN MACHINE	11/30/2005	POPCORN ROOM	221303	2,799.06	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____	058591	000	VENTLESS DUAL FRYER	3/2/2010	C3	221303	12,263.13	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
							43,971.19			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
	029557	000	FENCE CHAIN LINK	2/27/1985	SIDE OF CIVIC CENTER	221303	4,624.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	040715	000	TRUCK VAN 15 PASS	4/18/1994	TAG #136251	221303	16,895.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	046805	000	ALUMINUM STAIRS	10/1/1997	CIVIC CENTER/CONTRIB	221303	3,800.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	046806	000	ALUNINUM STAIRS	10/1/1997	CIVIC CENTER/CONTRIB	221303	3,800.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	046807	000	CANOPY BOX OFFICE	11/1/1997	FRT OF BOX OFFICE	221303	1,290.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	047319	000	TRUCK	3/9/1999	TAG #161557	221303	17,191.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	048423	000	BIKE RACKS	12/1/1999	SIDE OF CIVIC CENTER	221303	4,376.67	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	051214	000	SIGN FOR CIVIC CENTER	9/23/2002	UP	221303	150,000.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	051214	001	MARQUEE SIGN	11/19/2002	UP	221303	78,461.95	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	051214	002	CIVIC CENTER SIGN	11/18/2003	UP	221303	120,510.05	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	051214	003	CLIMATE CONTROL CABINET	3/28/2005	UP	221303	12,985.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	051214	004	ACCRUAL ADJ.	3/30/2005	UP	221303	(39,671.80)	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	054174	000	CLIMATE CONTROL CABINET	6/13/2005	UP	221303	3,950.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	054174	001	CLIMATE CONTROL CABINET	9/26/2005	UP	221303	12,536.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	054175	000	POWER SUPPLY	6/13/2005	FOR MARQUEE	221303	7,950.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	054814	000	CABINET FOR MARQUEE	1/18/2006	UP CLIMATE CONTROLLED	221303	5,050.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	055050	000	MARQUEE MESSSAGE BOARD SIGN	4/25/2006	UP	221303	13,567.90	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	055051	000	MARQUEE MESSSAGE BOARD SIGN	4/25/2006	UP	221303	13,567.90	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	055052	000	CLIMATE CONTROL CABINET	4/25/2006	UP	221303	3,950.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
	058125	000	30 HP MOTOR	1/31/2009	FOR CHILLER TOWER	221301	2,460.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-ADMIN
	058884	000	MARQUEE	10/1/2009	UP WEST OF FAC FRT MARQUE	221301	296,800.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-ADMIN
	34280A	000	MARQUEE	3/1/1994	UP	221303	1,329.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
							735,422.67			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	029398	000	SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029398	001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029399	000	SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029399	001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029400	000	SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029400	001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029401	000	SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029401	001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029402	000	SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029402	001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029403	000	SPOTLIGHT	1/27/1985		221303	6,240.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	029403	001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	036776	000	SCOREBOARDS	1/4/1990	N & S END	221303	2,760.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	039988	000	HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	039989	000	HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	039990	000	HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	039991	000	HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	041259	000	SPOTLIGHT	8/9/1994		221303	8,354.25	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	041259	001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	041260	000	SPOTLIGHT	8/9/1994		221303	8,354.25	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	041260	001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	041261	000	SPOTLIGHT	8/9/1994		221303	8,354.25	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	041261	001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	041262	000	SPOTLIGHT	8/9/1994		221303	8,354.25	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	041262	001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	043061	000	HOIST CHAIN 1 TON	11/18/1994		221303	6,997.79	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	043062	000	HOIST CHAIN 1 TON	11/18/1994		221303	1,750.61	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	043063	000	HOIST CHAIN 1 TON	11/18/1994		221303	1,748.29	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	043064	000	HOIST CHAIN 1 TON	11/18/1994		221303	1,748.28	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL

Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	044344	000	SCOREBOARD MULTI-SPORT	8/19/1996		221303	91,008.50	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	044344	001	SCOREBD AT CIVIC CENTER	11/19/1998	INSTALLMENT	221303	181,800.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	044344	002	SCOREBOARD	1/29/1997	INSTALLMENT	221303	30,193.50	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	044344	003	CLOCK UP GRADE TO ADD FOOTBALL	5/25/2000		221303	1,010.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	044344	004	SCOREBOARD UPGRADE	11/12/2010	PARTS & CONTROLLER	221303	31,005.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	044708	000	CHAIN HOIST F/SCOREBOARD	10/16/1996		221303	18,159.21	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
_____	49771	000	TRUSSING (RIGGING)	4/30/2001		221303	3,425.65	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
							476,405.87			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	029777	000	KEY COMBINATOR	1/28/1985	OPERATIONS	221303	1,142.30	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	031940	000	WELDING OUTFIT GAS	7/25/1986	SHOP	221303	1,067.60	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	039993	000	SAW TILTING 10"	3/7/1993	SHOP	221303	2,217.74	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	040929	000	DRAIN CLEANING MACH	3/17/1994	SHOP	221303	1,690.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	041332	000	SAW BAND	8/15/1994	SHOP	221303	1,484.88	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	041333	000	SANDER BELT	8/15/1994	SHOP	221303	1,608.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	046114	000	COPIER	4/1/1998	OPERATIONS	221303	20,000.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	051109	000	COMPUTER	8/1/2002	TECH ROOM	221303	1,649.97	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	058478	000	CISCO 2821 ROUTER	12/8/2009	OPS TECH RM	221303	3,344.71	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	058493	000	LATITUDE E5500 LAPTOP COMPUTER	12/8/2009	JIM KERRIGAN	221303	1,205.54	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	058494	000	MERAKI INDOOR CLOUD SYSTEM	12/8/2009	OPS TECH ROOM	221303	3,750.80	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	058510	000	LASERJET M2727 PRINTER	12/28/2009	OPERATIONS	221303	1,024.05	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
_____	058885	000	AUDIO/VISUAL EQUIPMENT	9/30/2010		221301	4,000.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-ADMIN
							44,185.59			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	039992	000	CONTROLLER F/HOISTS	12/8/1992	FOR 39988-39991/RIG ROOM	221303	2,466.52	CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
_____	040923	000	PRESSURE WASHER W/ ACCESS	5/3/1994	MOBILE	221303	5,758.70	CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
_____	043065	000	CONTROLLER F/RIGGING	12/15/1994	FOR 43061-43064/RIG ROOM	221303	2,167.04	CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
_____	043066	000	DISTRO PANEL F/RIGG	12/15/1994	FOR 43061-43064/RIG ROOM	221303	1,317.48	CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
_____	053046	000	LIFE PACK	5/18/2004	DEFIBL,BATTERY, CASE	221303	1,941.88	CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
_____	053046	001	CONTROLS	2/15/2005		221303	220.32	CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
							13,871.94			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	040510	000	FLOOR DANCE PORTABLE	10/1/1983	W/CADDY	221303	3,608.50	CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
_____	049519	000	LECTERN	3/31/2001		221303	1,265.87	CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
_____	053047	000	LIFE PACK	5/18/2004	DEFIBL,BATTERY, CASE	221303	1,941.88	CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
_____	058597	000	MEETING ROOM EQUIPMENT	1/31/2010		221301	8,000.00	CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-ADMIN
							14,816.25			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	053048	000	LIFE PACK	5/18/2004	DEFIBL,BATTERY, CASE	221303	1,941.88	CIV809	CIVIC CENTER 3RD FLOOR	CIVIC CENTER-CAPITAL
_____	053048	001	CONTROLS	2/15/2005		221303	220.32	CIV809	CIVIC CENTER 3RD FLOOR	CIVIC CENTER-CAPITAL
							2,162.20			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	046813	000	WIRELESS SYSTEM	3/1/1998	SOUNDBOOTH	221303	3,985.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____	049694	000	SOUND SYSTEM	4/26/2001	SOUNDBOOTH	221303	35,000.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____	052065	000	IGNITER	4/1/2003	5TH FLOOR	221303	2,603.75	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____	053415	000	EXHAUST FAN	7/1/2004	CENTIFUGAL ROOF	221303	1,328.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____	055459	000	40HP WEG ELECTRIC MOTOR	3/31/2006	RETURN AIR FAN	221303	1,416.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____	055460	000	50HP WEG ELECTRIC MOTOR	3/31/2006	SUPPLY AIR FAN	221303	1,680.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____	055461	000	50HP WEG ELECTRIC MOTOR	3/31/2006	SUPPLY AIR FAN	221303	1,680.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____	058769	000	WEG 50HP MOTOR 326T	5/24/2010	4TH FLOOR/NORTHWEST	221301	1,668.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-ADMIN
							49,360.75			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____	029064	000	LIFT GENIE	12/3/1984	PUMP ROOM	221303	3,985.00	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	029097	000	FLOOR BASKETBALL	10/15/1984	PROP ROOM	221303	19,782.00	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	029457	000	BACKSTOP BASKETBALL	1/29/1985	PROP ROOM	221303	13,340.00	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	029670	000	RISE SYSTEM 8 STEP	11/19/1984	LOADING DOCK&PROP ROOM	221303	1,081.23	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	029671	000	RISE SYSTEM 8 STEP	11/19/1984	LOADING DOCK&PROP ROOM	221303	1,081.23	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	036462	000	COOLER WALK IN	4/25/1989	P1	221303	1,925.00	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	038876	000	DECK/SUPPORT SYS(SOUND WINGS)	4/16/1992	PROP ROOM	221303	9,815.52	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	038912	000	MOWER LAWN	5/19/1992	NEW STORAGE	221303	2,167.84	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	039013	000	FREEZER WALK IN	7/1/1992	P1	221303	8,051.68	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	040463	000	DRAPES STAGE	12/17/1993	PROP	221303	5,862.24	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	040749	000	BILLY GOAT VACUUM	4/5/1994	NEW STORAGE	221303	1,698.50	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	044332	000	FORKLIFT TRUCK HYSTER	9/30/1996	NEW STORAGE	221303	18,894.00	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	044345	000	ICE RESURFACING MACHINE	9/18/1996	LOADING DOCK	221303	58,200.00	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	044936	000	BLADE SHARPENER PORTABLE	12/12/1996	LOADING DOCK	221303	2,078.00	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	047464	000	PRODECK ICE	3/3/1999	NEW STORAGE	221303	85,000.00	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	048427	000	STAGE BARRICADE	1/4/2000	NEW STORAGE	221303	11,650.00	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	050390	000	HANDSINK CART	7/23/2001	P1	221303	1,585.58	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	051158	000	FORKLIFT	7/31/2002	LOADING DOCK	221303	22,685.00	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	053676	000	ICE EDGER	12/31/2004	LOADING DOCK	221303	2,172.58	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
_____	055608	000	SCRUBBER/SWEEPER	12/6/2006	LOADING DOCK	221303	43,120.19	CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
							314,175.59			

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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory	Asset ID		Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
	034314	000	DRAPERIES	9/10/1987	CHEMICAL ROOM	221303	11,845.66	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
	034671	000	DRAPERIES	3/10/1988	CHEMICAL ROOM	221303	8,310.36	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
	039015	000	REFRIGERANT MGNT SYS	7/1/1992	CHILLER ROOM	221303	6,580.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
	039233	000	REFRIG RECOVERY SYS	8/28/1992	ICE PLANT ROOM	221303	1,250.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
	048701	000	CLEANER CARPET	5/30/2000	CHEMICAL ROOM	221303	2,222.22	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
	050968	000	AUTOMATIC SCRUBBER	4/1/2002	CHEMICAL ROOM	221303	5,512.09	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
	055969	000	COMPACT AUTO SCRUBBER	1/23/2007	CHEMICAL ROOM	221301	1,602.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-ADMIN
	057360	000	VACUUM	3/25/2008	CHEMICAL ROOM	221301	1,890.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-ADMIN
	057977	000	ICE PLANT COMPRESSOR	6/13/2008	ICE PLANT ROOM	221303	9,000.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
	057978	000	ICE PLANT COMPRESSOR	6/13/2008	ICE PLANT ROOM	221303	9,000.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
	057979	000	ICE PLANT COMPRESSOR	6/13/2008	ICE PLANT ROOM	221303	9,000.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-CAPITAL
	058986	000	WEG 40HP MOTOR 324T	10/14/2010		221301	1,572.50	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CIVIC CENTER-ADMIN
			TOTAL COST				$ 2,021,579.65			

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18055 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Surplus and Sale of County-Owned Real Property Located at 514 S Edgewood Circle
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 514 South Edgewood Circle - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 514 South Edgewood Circle:

A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;

B. Declare surplus the Board's real property at 514 South Edgewood Circle, located in District 2, Account #: 07-3205-000, Reference #: 36-2S-30-1000-000-008; Property Appraiser's current assessed value: $12,350;

C. Authorize sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

BACKGROUND:

The County-owned lot located at 514 South Edgewood Circle escheated to the County on December 17, 2015. The sale of this property will be set at the Property Appraiser's current assessed value, in accordance with Section 46.134 of the Escambia County Code of Ordinances.

This property was reviewed by County departments and it has been determined that the County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all legal documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Section 46.134

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Information Package_514 S Edgewood Circle (D2)

Departmental Responses _ 514 S Edgewood Circle (D2)

Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For the real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Address:	**514 S Edgewood Circle**
Reference:	**36-2S-30-1000-000-008**
PA Assessed Value:	**$12,350**
Zoning:	**MDR**
FLU 2030:	**MU-U**
Acreage:	**0.2786**
CRA District	**None**
Commission District	**2**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	362S301000000008
Account:	073205000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	514 S EDGEWOOD CIR 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$12,350	$0	$12,350	$12,350
2018	$12,350	$0	$12,350	$12,350
2017	$12,350	$0	$12,350	$12,350

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/17/2015	7450	1605	$100	TD	View Instr
12/01/2008	6407	1014	$4,000	TD	View Instr
08/1987	2441	734	$43,300	WD	View Instr
09/1984	1968	696	$39,200	WD	View Instr
01/1973	673	965	$14,500	WD	View Instr
01/1966	309	860	$9,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2019 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LT 8 FAIRFAX TERRACE PB 4 P 25 OR 7450 P 1605

Extra Features

None

Parcel Information

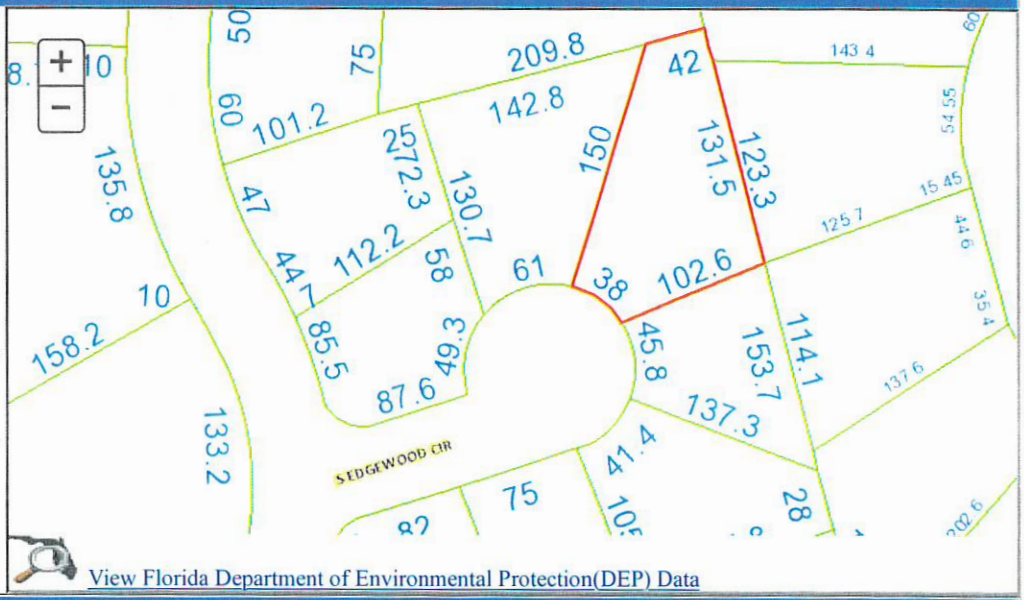
Launch Interactive Map

Section Map Id:
36-2S-30

Approx. Acreage:
0.2786

Zoned:
MDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

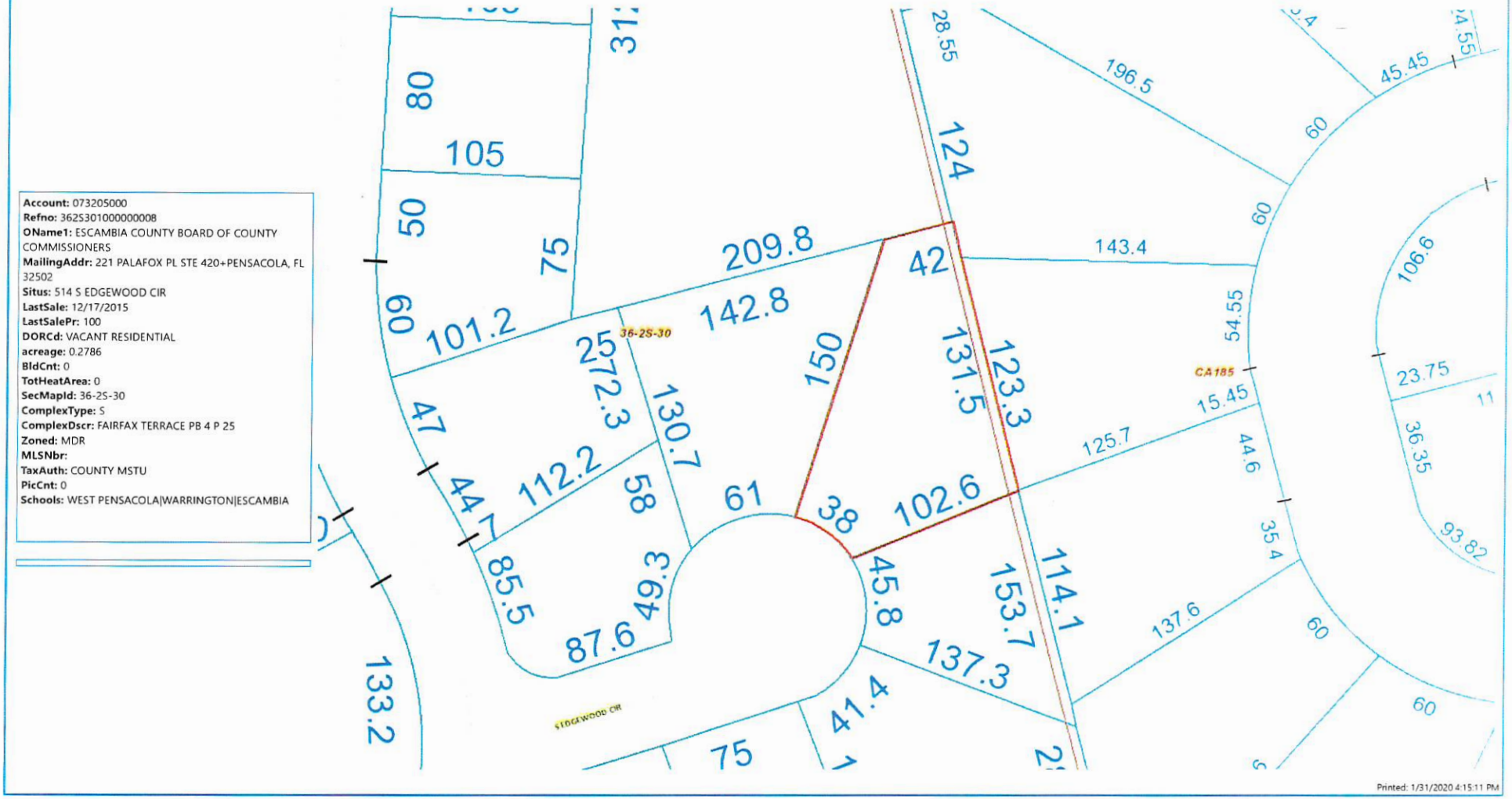
Buildings

Images

None

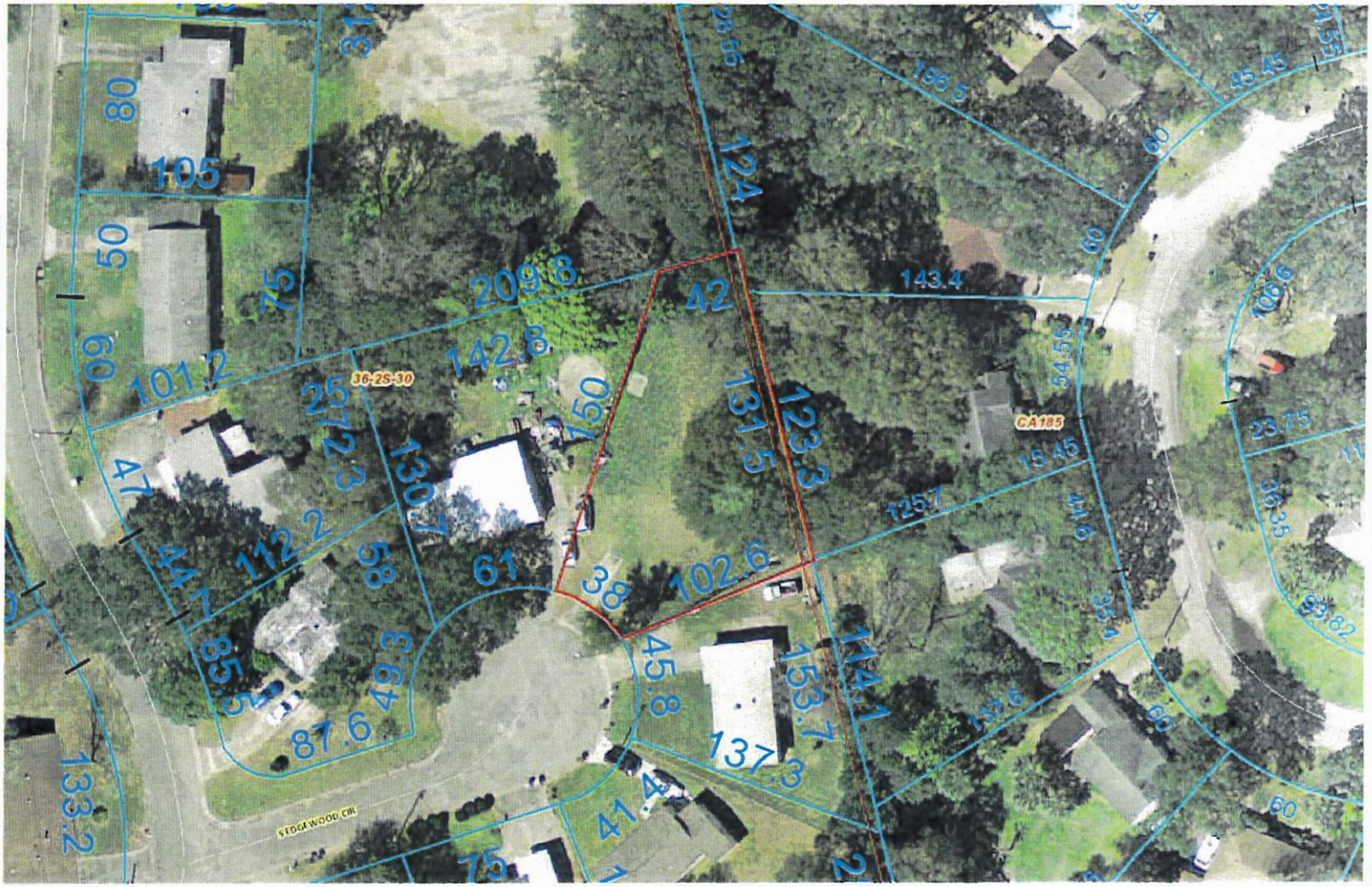
Chris Jones - Escambia County Property Appraiser

Account: 073205000
Refno: 3625301000000008
OName1: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
Situs: 514 S EDGEWOOD CIR
LastSale: 12/17/2015
LastSalePr: 100
DORCd: VACANT RESIDENTIAL
acreage: 0.2786
BldCnt: 0
TotHeatArea: 0
SecMapId: 36-2S-30
ComplexType: S
ComplexDscr: FAIRFAX TERRACE PB 4 P 25
Zoned: MDR
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 0
Schools: WEST PENSACOLA|WARRINGTON|ESCAMBIA



Chris Jones - Escambia County Property Appraiser

Account: 073205000
Refno: 362S301000000008
OName1: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
Situs: 514 S EDGEWOOD CIR
LastSale: 12/17/2015
LastSalePr: 100
DORCd: VACANT RESIDENTIAL
acreage: 0.2786
BldCnt: 0
TotHeatArea: 0
SecMapId: 36-2S-30
ComplexType: S
ComplexDscr: FAIRFAX TERRACE PB 4 P 25
Zoned: MDR
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 0
Schools: WEST PENSACOLA|WARRINGTON|ESCAMBIA



Printed: 1/31/2020 4:14:44 PM

Escambia County, FL - Address Search

514 S EDGEWOOD CIR

Warning: This is not a survey

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction 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.

Administrative Report

Parcel Site Address:	514 S EDGEWOOD CIR
Parcel Ref (link to Property Appraiser):	36-2S-30-1000-000-008
Tax Collector ID (link to Tax Collector):	073205000
Commission District:	2
Jurisdiction:	Unincorporated Escambia County
Subdivision:	FAIRFAX TERRACE (View Maintenance Disclosure)
Zip Code of Site Address:	32506 (Note: Must be verified with USPS)
Water Franchise:	EMERALD COAST UTILITIES AUTHORITY
Elementary School Zone:	West Pensacola (Note: Must be verified with the ECSD)
Middle School Zone:	Warrington (Note: Must be verified with the ECSD)
High School Zone:	Escambia (Note: Must be verified with the ECSD)
Voting Precinct:	3
Polling Place:	Myrtle Grove United Methodist Church (Note: Must be verified with the ECSOE)
Mosquito Spray Area:	8

Emergency Management Report

Hurricane Evacuation Zone:	No
Special Flood Hazard Area:	X
DFIRM Panel:	12033C0370G
Base Flood Elevation:	Not Available

Wind Zone:	140
Fire District:	MYRTLE GROVE - 11

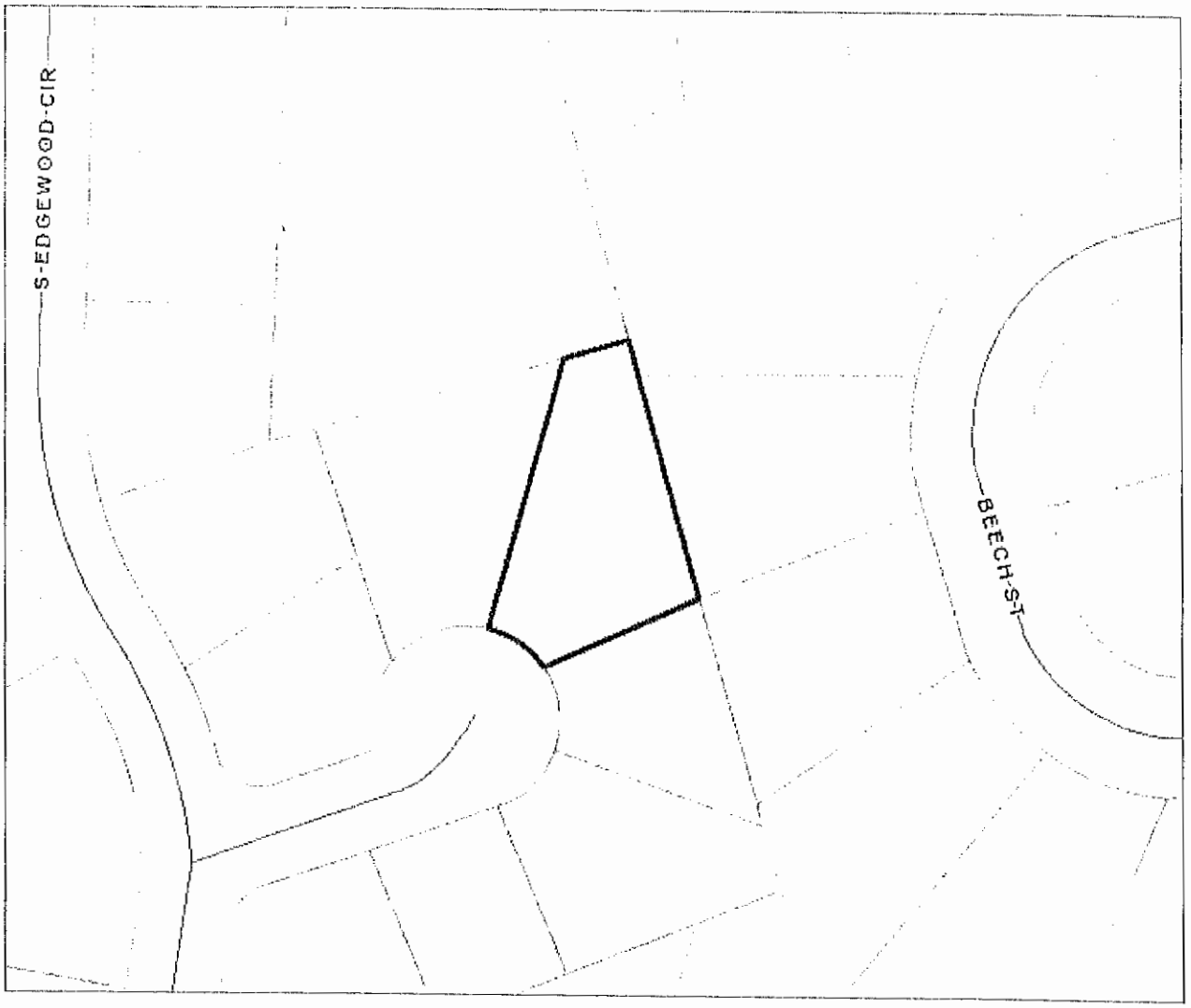
Topographical Report

Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	TROUP SAND, 0 TO 5 PERCENT SLOPES
Drainage Basin:	WARRINGTON
Drainage Basin Number:	VIII

Land Use Report

Zoning:	MDR
Future Land Use 2030:	MU-U
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	No
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image



Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For the real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Address:	**514 S Edgewood Circle**
Reference:	**36-2S-30-1000-000-008**
PA Assessed Value:	**$12,350**
Zoning:	**MDR**
FLU 2030:	**MU-U**
Acreage:	**0.2786**
CRA District	**None**
Commission District	**2**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment	X		Timothy Day	
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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CRA District	**None**
Commission District	**2**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division	X			N/A
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division	X			
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency	X		CLARA LONG	
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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CRA District	**None**
Commission District	**2**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management	X		[signature]	2-4-2020
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Acreage:	**0.2786**
CRA District	**None**
Commission District	**2**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management	✓		[signature]	NO Risk Issues ; NO Need For Property
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Acreage:	**0.2786**
CRA District	**None**
Commission District	**2**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description			Joseph Barrett [signature block]	No Issues w/description encroachments may exisit
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering	X		[signature] Christopher A Curtis 2020.02.03 12:51:03 -05'00'	Not needed for drainage
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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PA Assessed Value:	**$12,350**
Zoning:	**MDR**
FLU 2030:	**MU-U**
Acreage:	**0.1786**
CRA District	**None**
Commission District	**2**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation	✓			
Office of Management & Budget				
County Attorney – Legal issues				

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18026 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida
From: Cathy White, Director of Case Management
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida - Catherine A. White, Director of Case Management

That the Board take the following action concerning the Professional Services Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners, regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

A. Approve the Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility; and

B. Authorize the Chairman to execute the Agreement.

[Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003.]

BACKGROUND:

The Work Release Program facility has been housing male and female offenders via Drug Court referrals since 2011. These offenders are usually housed from one to 30-plus days, as determined by the Court. The Work Release Program facility supports the program through the availability of dormitory style housing for adult post-adjudicatory drug court participants. Fees are determined on a per-day basis

and include the room and board for each offender. It is the desire of the First Judicial Circuit Court Administration to formalize this relationship with a Professional Services Agreement regarding the housing of adult post-adjudicatory drug court participants in the Escambia County Work Release Program facility.

BUDGETARY IMPACT:

The County agrees to provide the services for the Escambia County drug court participants at the Community Corrections Work Release Facility; whereas the Court agrees to reimburse the County for housing of the Escambia County drug court participants as outlined in Exhibit A of the Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County and the Court will coordinate invoicing and payment process.

Attachments

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
FOR ADULT POST-ADJUDICATORY DRUG COURT
IN ESCAMBIA COUNTY, FLORIDA

This Agreement is made between First Judicial Circuit Court Administration (Circuit) and the Escambia County Board of County Commissioners (Contractor) for adult post-adjudicatory drug court in Escambia County, Florida.

I. Purpose

The Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court in Escambia County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the program. The Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources.

II. Scope of Services

A. Contractor, by and through its Department of Corrections, will use no more than $10,000.00 of the funds provided under this Agreement to provide transitional housing to clients of the adult-post adjudicatory drug court in Escambia County, Florida. The rate of transitional housing per day is $20.00, which includes: bunk in dorm style room, electricity, water, and daily meals. The amount of services shall not exceed during the term of this Agreement the total amount of $10,000.00. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

B. The Circuit will reimburse the Contractor for the services provided exclusively to offenders in the Escambia County adult post-adjudicatory drug court program in the First Judicial Circuit of Florida and only for services provided during the term of this Agreement.

C. Contractor must follow state and local competitive procurement guidelines prior to entering or awarding contracts for any service provider. The Contractor shall use their own procurement procedures which reflect state and local laws and regulations.

D. Contractor will require all service providers to report the amount of participant fees or co-pays collected with the total number of participants who have paid such fees or co-pays on a quarterly or monthly basis. This information will be provided to the Circuit as requested.

E. Contractor must pay all service providers and other expenses prior to reporting those expenditures to the Circuit for reimbursement.

F. Contractor agrees to provide the Circuit with additional reports for auditing purposes as requested. Prior to submission to the Circuit, the Contractor agrees to submit the reports to the trial court administrator, or her designee, for review before submission to the Office of the State Courts Administrator, Finance and Accounting Office (OSCA).

G. PROGRAM SERVICES: The Contractor will provide the following services, for the clients of the Adult Drug Court Expansion Operations, either directly or through a qualified third-party provider:

(1). Transitional Housing

III. Deliverables

The Contractor will provide the following deliverables along with the monthly invoice to the Court's Contract Manager, Cathy White, Director of Case Management, 100 West Maxwell Street, Pensacola, Florida 32501;

A. Monthly Activity Report - a report of all services delivered the preceding month. The report is due by the 15th of each month for the preceding month. The report must include:

(1). A record of type of service or expense claimed, to include an invoice with the number of units, cost per unit, total cost, and number of clients served.

B. Monthly Expenditure Report - An accounting of all funds expended to provide the services for the preceding month. This report is due by the 15th of each month for the preceding month. The report will include:

(1). Summary of third-party provider expenditures for providing services required under this contract and supporting documentation, including a copy of the original invoice and evidence the invoice was paid by the Contractor.
(2). Summary of other service-related direct expenditures and supporting documentation, including a copy of the original invoice and evidence the invoice was paid by the Contractor.
(3). Summary of supporting direct expenditures and supporting documentation, including a copy of the original invoice and evidence the invoice was paid by the Contractor.
(4). Summary of indirect costs being billed and a copy of the indirect cost allocation plan used to determine the indirect cost rate.

C. Any additional status/auditing report, upon request of the Circuit.

IV. FINANCIAL CONSEQUENCES AND CORRECTIVE ACTION

A. LIQUIDATED DAMAGES - The Contractor will be assessed the following liquidated damages for failure to meet deadlines set by the Circuit, unless additional time is granted by the Court's Contract Manager:

(1). Failure to reply to a request for an interim status/auditing report by the Court within seven business days will be assessed $25.00 per instance.
(2). Failure to provide monthly reports to the Court by their assigned due dates will be assessed $25.00 for each business day the report is submitted after the due date.

B. CORRECTIVE ACTION

(1). That should the Court identify any deficiency based on contract requirements, which the Court, in its sole discretion, deems to be of significant magnitude, the Court may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).

(2). That upon such notification, the Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Court requiring submission of a CAP. The CAP shall be sent to the Court's Contract Manager for review/approval determination.

(3). That the Court shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Court shall provide a written statement identifying in reasonable detail why the Office of the State Courts Administrator (OSCA) believes the CAP will not result in correction of the cited deficiency. The Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.

(4). That upon acceptance of the CAP, the Contractor shall have, at the discretion of the Court, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Court does not guarantee the implementation will result in elimination of future deficiencies.

(5). That the CAP will remain in effect until all deficiencies are corrected or other corrective action is taken by the Court. Updates on the status of the plan will be required as determined by the Court's Contract Manager.

(6). That the Contractor's failure to respond to a request for a CAP or failure to meet the CAP may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Court reserves the right to exercise remedies as permitted by law.

V. Compensation

A. The Circuit will provide the Contractor with funds not to exceed $10,000.00 as reimbursement for the services provided for the adult post-adjudicatory drug court program, to-wit: transitional housing, pursuant to Exhibit A of this Agreement.

B. All services funded under this Agreement must be specifically for offenders in the adult post-adjudicatory drug court program in Escambia County, Florida.

C. Only those expenditures included in Exhibit A of this Agreement will be reimbursed. The Contractor shall not receive payments from the Circuit for services rendered prior to July 1, 2020, or after June 30, 2021.

D. Costs incurred under this Agreement must not be allocated or included as a cost to any other financed program. Costs incurred under this Agreement must be necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out the Contractor's existing responsibilities. Costs must be authorized by state or local laws and regulations that are in effect at the time the funds are awarded and must be treated consistently with policies, regulations, and procedures that apply uniformly to other Contractor activities.

E. Any payment due under the terms of this Agreement may be withheld until the Contractor complies with the requirements of this Agreement, including submittal of all required documentation needed from the Contractor as provided in Section III and VI of this Agreement.

F. Changes to Exhibit A may be approved by the Circuit Contract Manager without requiring an amendment to this Agreement, with the exception of approved increases to the total contract amount specified in Section II. A. of this Agreement.

VI. Payment

A. Contractor must submit monthly invoices to the Circuit's trial court administrator, or her designee. The Circuit will process and initiate payment of invoice(s) submitted by the Contractor in accordance with §215.422, Florida Statutes. The Circuit's trial court administrator or designee shall review and sign each invoice prior to submission to the OSCA to certify that the costs are just, correct, reasonable, and contain no illegal item, similar to the obligation required of the trial court administrators under §939.08, Florida Statutes.

B. Contractor shall submit monthly to the Circuit by the 15th day of the following month for services provided and program expenditures paid by the Contractor for which reimbursement by the Circuit is requested. For example, an invoice for October services must be received by the Circuit by November 15th. Invoices should be submitted in detail sufficient for a proper pre- and post-audit thereof.

C. All invoices must include the following documentation to support the indicated program expenditures: client name, number of units provided, cost per unit, and total cost.

D. Payment for services pursuant to this Agreement will be made from state funds appropriated for this purpose and shall concur with the compensation or fee schedule agreed to by the parties. No additional fees will be paid.

E. Contractor will not use funds for lobbying the Florida Legislature, the judicial branch, or a state agency.

F. The Circuit’s performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature. If the Legislature fails to appropriate sufficient funds, fails to authorize the spending of sufficient funds for the State Courts System, or demands a spending reduction in state budgets, the Circuit will have no obligation to pay or perform under this Agreement, other than for services completed and invoiced prior to such an action by the Legislature. The Circuit’s performance and obligation to pay under this Agreement are also contingent upon final spending approval from the Chief Justice of the Florida Supreme Court.

VII. Contract Term

A. This Agreement shall be for a period beginning July 1, 2020, and become effective upon full execution of this Agreement.

B. This Agreement will terminate on June 30, 2021, unless terminated prior to that pursuant to the terms of the Florida State Courts System General Contract Conditions for Services, which may be found at http://www.flcourts.org/administration-funding/contract-conditions-for-services.stml.

C. It is the intent of the Circuit to enter into an Agreement annually with the Contractor as funds are appropriated by the Florida Legislature to provide fiscal services and ensure that transitional housing is available and provided to offenders entering the adult post-adjudicatory drug court program in Escambia County.

D. The parties to this Agreement are bound by the General Contract Conditions for Services of the Florida State Court System, which can be found at http://www.flcourts.org/administration funding/contract-conditions-for-services.stml and are incorporated herein as if fully recited in this Agreement. To the extent that any of these terms or conditions is in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

E. The parties to this Agreement are bound by applicable state, local law, codes, regulations, rules, and orders.

F. Expenditures of state funds must be in compliance with the laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Department of Financial Services' Reference Guide for State Expenditures.

G. Contractor may expend state funds under this Agreement only for allowable costs resulting from obligations incurred during the term of this Agreement.

H. Any balance of unobligated funds that have been advanced or paid to the Contractor that is not authorized to be retained for direct program costs in a subsequent period must be refunded.

I. Any funds paid in excess of the amount to which the Contractor is entitled under the terms and conditions of this agreement must be refunded.

J. In providing services and otherwise performing obligations under this Agreement, the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status or disability. Violation of this provision may be grounds for termination of this Agreement.

VIII. Termination

A. The Circuit may terminate this Agreement in the event funding becomes unavailable upon written notice to the Contractor.

B. If, in the judgment and discretion of the Circuit, the Contractor fails to fulfill its obligations under this Agreement in a timely manner for any reason, or if the Contractor violates any provision of this Agreement, the Circuit may terminate the Agreement after providing written notice by certified mail at least fifteen (15) calendar days prior to termination.

C. This Agreement may be extended by executing a written amendment hereto, signed by both parties.

D. This Agreement may be terminated by either party for any reason upon providing thirty (30) days' written notice by certified mail to the non-terminating party. Any termination shall not release any party from any obligation accrued or outstanding under this Agreement prior to the date of termination, including, but not limited to, any payment or performance obligations accruing prior to the date of termination.

IX. Florida Single Audit Act Requirements

A. Contractor, as a recipient of state funds, will comply with the Florida Single Audit Act, §215.97, Florida Statutes.

B. In the event the Contractor expends a total amount of state awards equal to or in excess of $500,000.00 during the Contractor's fiscal year, the Contractor must have a state single or project-specific audit for such fiscal year in accordance with §215.97, Florida Statutes, and applicable rules of the Department of Financial Services and the Auditor General. Applicable rules of the Department of Financial Services, the Auditor General, and other information pertaining to the Florida Single Audit Act can be found at https://apps.fldfs.com/fsaa/.

C. If the Contractor expends less than $500,000.00 in state awards during its fiscal year, an audit conducted in accordance with the provisions of §215.97, Florida Statutes, is not required. Audit costs may not be charged to state projects when the Contractor expends less than $500,000.00 in state awards.

D. Unless prohibited by law, the cost of an audit required by §215.97, Florida Statutes, is an allowable charge to a state project. However, charges to state projects should be limited to those incremental costs incurred by the Contractor as a result of the audit requirements of §215.97, Florida Statutes in relation to other audit requirements. The Contractor should allocate the incremental costs to all state projects for which it expended state financial assistance.

E. The Catalog of State Financial Assistance establishes that state funds are awarded to the Contractor through the State Courts System, First Judicial Circuit. The Catalog of State Financial Assistance number for this funding is 22.021. Information from the Catalog can be found at https://apps.fldfs.com/fsaa/searchCatalog.aspx.

F. In determining the state awards expended in its fiscal year, the Contractor shall consider all sources of state awards, including state funds received from the State Courts System, except those state awards received by a non-state entity for federal program matching requirements shall be excluded from consideration.

G. Contractor shall ensure that the audit complies with the requirements of §215.97(8), Florida Statutes, and the State Projects Compliance Supplement. The State Projects Compliance Supplement is available from the Department of Financial Services at https://apps.fldfs.com/fsaa/. Compliance includes submission of a reporting package as defined by §215.97(2) (e), Florida Statutes.

H. Contractor shall submit copies of reporting packages required by §215.97, Florida Statutes, within ten (10) days of receipt of the audit findings, to each of the following:

The First Judicial Circuit at the following address:

Robin M. Wright, Trial Court Administrator
M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32501

The Auditor General at the following address:

State of Florida Auditor General
Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

X. <u>Records and Right to Audit</u>

A. Contractor shall retain sufficient records demonstrating compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued and shall allow the Circuit access to such records upon request.

B. Contractor will maintain a file available for inspection by the Circuit and the OSCA containing all documentation associated with this Agreement. The Contractor shall retain and maintain, in accordance with Rule 2.420, Florida Rules of Judicial Administration, any and all documents, data, or other materials (Records) related to this Agreement for five (5) years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving the Records is started before the end of the five (5) year period, then the Contractor agrees to retain the Records until all issues arising out of the action are resolved or until the end of the five (5) year period (Retention Period), whichever is later. Following such Retention Period, the Contractor may in its/his/her sole discretion continue to retain or dispose of the Records, provided that the Contractor shall make a good faith effort to dispose of the Records in a confidential manner. All costs and reimbursements related to performance of work under this Agreement will be subject to annual audit. The Contractor will ensure all contracted providers maintain records in accordance with same. Failure to allow public access to non-exempt public records may result in immediate termination of this Agreement by the Circuit.

C. Pursuant to §215.97, Florida Statutes, the First Judicial Circuit, OSCA, Florida Supreme Court Inspector General, Auditor General, and other state officials may conduct additional audits or evaluations of state financial assistance provided to the Contractor under this Agreement.

D. The Circuit may conduct an on-site monitoring visit to determine Contractor's compliance with all requirements under this Agreement at a date/time that is convenient for both parties.

XI. Confidentiality and Non-Disclosure

A. Contractor acknowledges and agrees that certain confidential information may be obtained or created through their work with the Circuit under this Agreement.

B. Contractor agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Contractor during the course of its performance under this Agreement.

C. Contractor agrees that all treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C., §290dd-2, (HIPPA) and Chapter 397, Florida Statutes (Marchman Act).

XII. Work Product and Property

The Circuit may reproduce, without further compensation to the Contractor, any written materials generated as a result of the work performed under this Agreement by the Contractor.

XIII. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given 1) on the date served personally on the party to whom notice is to be given, or 2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. Notice shall be provided to:

Contractor Technical:
Office of the County Attorney
Escambia County
Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

Contractor Contractual:
Steven Barry, Chairman
Escambia County
Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502
Phone: (850) 595-4950
Fax(850) 595-4908

First Judicial Circuit Technical:
Catherine A. White
Director of Case Management
Court Administration
100 West Maxwell Street
Pensacola, Florida 32501
Phone: (850) 595-3055
Fax: (850) 595-3059

First Judicial Circuit Contractual:
Robin M. Wright
Trial Court Administrator
M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
Phone: (850) 595-4400
Fax: (850) 595-0360

XIV. Staff Training Costs

The Circuit is not responsible for any training costs incurred by the Contractor in the performance of this Agreement above and beyond the funding provided for in this Agreement. This does not apply to instances where the Circuit may authorize attendance at specific state or national training events which may be paid for by the Circuit.

XV. Liability

A. Contractor shall assist the Circuit in the investigation of injury or damages either for or against the Circuit or the OSCA pertaining to the Circuit's respective areas of responsibility or activities under this Agreement and shall contact the Circuit regarding the legal actions deemed appropriate to remedy such damage or claims.

B. Contractor, as a political subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Circuit and agrees to be fully liable for any damages proximately caused by said acts or omissions as permitted by Florida law.

C. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party to this Agreement and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

D. Contractor, its respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the Circuit.

XVI. Insurance

A. Contractor shall be insured or self-insured for all liability claims and related expenses pursuant to the provisions of §768.28, Florida Statutes. The Circuit's interests, as they may appear, will be protected under the provisions of §768.28, Florida Statutes.

B. Contractor shall require proof that all service providers have adequate insurance to protect the Circuit, OSCA, the State of Florida, and Sub-recipient from any claims arising under §768.28, Florida Statutes.

XVII. Records

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

XVIII. Governing Law

The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply.

XIX. Default

A. Waiver or breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. The delay or failure by the Circuit to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Circuit's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right prelude any other or further exercise thereof or the exercise of any other right.

XX. Attachments and Exhibits to be Included as Part of this Agreement

Exhibit A – Budget for Transitional Housing

XXI. Amendments

This Agreement and all attachments and exhibits herein attached and incorporated by reference may be amended only by written agreement signed by all parties. The Agreement contains all the terms and conditions agreed upon by the parties. The Agreement may only be modified or amended upon mutual written agreement of the Circuit and the Contractor.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES INTEND TO BE BOUND AND MUTUALLY AGREE TO THE TERMS OF THIS AGREEMENT.

[SIGNATURE PAGE TO FOLLOW]

FIRST JUDICIAL CIRCUIT OF FLORIDA

_____

Robin M. Wright Date
Trial Court Administrator
First Judicial Circuit of Florida

_____
Witness

_____
Witness

CONTRACTOR
ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

_____

Steven Barry Date
Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

Deputy Clerk

(Seal)

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-03-2020

Exhibit A – Budget for Transitional Housing

Transitional Housing - $10,000.00:

Transitional Housing – 500 days @ $20.00 per day not to exceed a total of $10,000.00.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18019 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida
From: Cathy White, Director of Case Management
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida - Catherine A. White, Director of Case Management

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:

A. Approve the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida; and

B. Authorize Chairman to sign the Agreement and any amendments, requests for payment, or other related documents as may be required.

[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 as outlined in Exhibit "A" of the Agreement.]

BACKGROUND:

The purpose of the Agreement is to fund the existing Veterans Court Coordinator position under the County's provisions, providing 40 hours per week salary and all applicable benefits, to include but not limited to, additional holiday pay, FICA, life and health insurance, and retirement, effective July 1, 2020. The Court agrees to reimburse the County for salary and employment benefit costs as outline in Exhibit

"A" of the Agreement.

The Veterans Court Program is a specialized court established program to serve veterans struggling with treatable behavioral, mental, or chemical health problems as a result of trauma experienced while serving in a combat zone. The Veterans Court Coordinator oversees veterans' case management, and ensures smooth operation and implementation of tasks for the entire program.

BUDGETARY IMPACT:

The County agrees to provide funding for the existing Veterans Court Coordinator through Court Innovation Article V, Local Option portion of the $65 Court Fee according to Florida Statutes 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits, not to exceed the amounts as outlined in Exhibit "A" of the Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County and the Court will coordinate invoicing and payment process.

Attachments

Agreement

AGREEMENT FOR THE FUNDING OF COURT PERSONNEL BETWEEN THE FIRST JUDICIAL CIRCUIT OF FLORIDA AND ESCAMBIA COUNTY, FLORIDA

This Agreement is entered into by and between **Escambia County**, ("County"), a political subdivision of the State of Florida having its principal place of business at 221 Palafox Place, Pensacola, FL 32502, and the **First Judicial Circuit of Florida** ("Court") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, pursuant to §29.0081, Florida Statutes, the County and the Court agree that the County will fund in part the position of Veterans Court Coordinator ("Coordinator") to assist in the operation of the Court's Veterans Court Program in Escambia County; and

WHEREAS, the County and Court desire to enter into an Agreement whereby the County shall provide funding for the Coordinator position from the Local Options portion of the $65 additional court costs imposed pursuant to §939.185(1)(a), Florida Statutes, on the terms and subject to the conditions set forth herein and in §29.0081, Florida Statutes.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – COUNTY FUNDING OF COURT PERSONNEL

1.1 The County agrees to provide funding for the existing Coordinator position for the Escambia County Veterans Court Program as specified in this Agreement.

1.2 During the term of this Agreement, the County shall provide 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, for the existing Coordinator position.

ARTICLE II – RESPONSIBILITIES AND SUPERVISION

2.1 The Coordinator position funded under this agreement shall be hired, supervised, managed, and fired by personnel of the Court. The County shall be considered the employer for purposes of §440.10, Florida Statutes (workers' compensation) and Chapter 443 (unemployment benefits).

2.2. The Court shall supervise the Coordinator whose employment is funded in part under this agreement. The Court shall be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. §1983, the Family Medical Leave Act, the Fair Labor Standards Act, Chapters 447 and 760, Florida Statutes, and §§112.3187, 440.105, and 440.205, Florida Statutes; and fully indemnify the County from any liability under such laws, as authorized by §768.28(19), Florida Statutes, to the extent such liability is the result of the acts or omissions of the Court or its agents or employees.

ARTICLE III – COST REIMBURSEMENT

3.1 The Court agrees to reimburse the County for salary and employment benefits costs for the Coordinator position not to exceed the amounts as listed in **Exhibit A**, attached to and incorporated into this Agreement. The County shall provide documents evidencing the expenses paid for the position and send the Court an invoice the first day of each month for all related costs incurred the preceding month as identified in **Exhibit A**. The County shall mail such invoices to **Cathy White, Director of Case Management, 100 W. Maxwell Street, Pensacola, FL 32502.** Payments will be due and payable within thirty (30) calendar days of receipt of invoice and supporting documentation as requested by the Court. The Court will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail, sufficient for a proper pre and post-audit. Payment will be made pursuant to §215.422, Florida Statutes.

ARTICLE IV – TERM; TERMINATION

4.1 This Agreement, after being properly executed by the parties named herein, shall commence on July 1, 2020,and continue in full force and effect until June 30, 2021, unless another date is agreed to by the parties or upon the expiration of county or state funding for the position. Either party may terminate this Agreement upon sixty (60) days' notice to the other party.

4.2 Upon termination or expiration of this Agreement, the County shall provide a final invoice for reimbursement and transfer any requested documents or data to the Court to effect a transition of the funding of the position without disruption.

4.3. Each party shall return to the other party copies of any materials received from the other party.

ARTICLE V – MISCELLANEOUS

5.1 This Agreement and all rights and duties hereunder may not be assigned, delegated, or otherwise encumbered by any party without the prior written consent of the other party.

5.2 All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "**overnight courier**"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to County:
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502
Telephone No.: 850-595-4947
Facsimile No.: 850-595-4810
Email: JanicePGilley@myescambia.com
ATTN: Janice P. Gilley, County Administrator

If to Court:
The First Judicial Circuit of Florida
190 Governmental Center
Pensacola, FL 32502
ATTN: Kayla Blanchard

Telephone No.: (850) 595-4400
Email: kayla.blanchard@flcourts1.gov
Facsimile No.: (850) 595-0360

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided. If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party.

5.3 This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any other agreements whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

5.4. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Escambia County Circuit Court and the parties hereby submit to the exclusive jurisdiction of said Courts.

5.5 If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

5.6 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5.7 The parties shall allow public access to all documents, records, and other materials, subject to the provisions of Chapter 119, Florida Statutes, and Rule 2.420, Florida Rules of Judicial Administration, prepared or received by either party in conjunction with this Agreement. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, or rule 2.420, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Court and County have executed this Agreement on the dates shown below.

The First Judicial Circuit of Florida ("Court")

By: _____ Date: _____
Its: Robin Wright, Trial Court Administrator

Escambia County Board of County Commissioners ("County")

By: _____ Date: _____
Its: Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-02-2020

EXHIBIT "A"

PERSONNEL COSTS

The personnel costs for the Coordinator position applicable for this Program are:

Annual Salary:	$39,520.00
FICA	$3,023.00
Retirement	$3,347.00
Life & Health	$10,000.00
Workers Comp	$253.00
TOTAL COST	**$56,143.00**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17716 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Street Name Approval - "Sandy Pine Trail"
From: HORACE JONES, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval of “Sandy Pine Trail”- Horace Jones, Development Services Department Director

That the Board approve the street name “Sandy Pine Trail” for a private road running south off of the 6600 block of Arthur Brown Road and 2100’ east of Brushy Creek Lane. One hundred percent of the property owners signed the petition. This street is in Commission District 5.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

BACKGROUND:

One hundred percent of the property owners signed the petition. This street is in Commission District 5.

BUDGETARY IMPACT:

Cost of one new street sign, which is $355, will be funded by the Public Works Department/Transportation and Traffic Division [Funding Source: Fund 175, "Transportation Trust Fund" Cost Center 211201, Object Code 55201]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Petition

Vicinity Map and Sign Location

REQUEST TO NAME A PRIVATE ROAD

Attention: Addressing/ GIS
Escambia County Addressing
3363 West Park Place
Pensacola, FL 32505

STREET NAME PETITION

DATE SUBMITTED: 2/21/2020

The following Street names have been submitted for approval:

SANDY PINE TRAIL

Streets are located in the area of: WALNUT HILL, FL

ATTACH A MAP OF LOCATION:

(If the new street name is approved, your address number will also be subject to change.)
The street names are requested by the petitioners listed below:

PROPERTY OWNER	ADDRESS	PHONE NUMBER
JAMES O. NEYMAN	6599 ARTHUR BROWN RD WALNUT HILL, FL 32568	850-572-6437

Use back of form for additional signatures, addresses, and phone numbers.

(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): Sandy Pine Trail

NUMBER OF RESIDENTS: 1

NUMBER OF RESIDENTS WHO SIGNED PETITION 1

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION 100%

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED 5

ADDRESS COORDINATOR	9-1-1 COORDINATOR	DATE APPROVED
Cathy		3-5-2020

Sandy Pine Trail



ESCAMBIA COUNTY
G. I. S. DEPARTMENT

5/05/2020 DISTRICT 5

Proposed Road
to be Named

6599 Arthur Brown Rd (east)
6601 Arthur Brown Rd (west)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17935 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Street Name Approval - "Myslak Way"
From: HORACE JONES, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval of “Myslak Way" - Horace Jones, Development Services Department Director

That the Board approve the street name “Myslak Way” for a private road running south off the 3800 block of W Nine Mile Road, approximately 3000 feet west of Interstate 10. One hundred percent of the property owners signed the petition. This street is in Commission District 1.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

BACKGROUND:

One hundred percent of the property owners signed the petition. This street is in Commission District 1.

BUDGETARY IMPACT:

Cost of one new street sign, which is $355, will be funded by the Public Works Department/Transportation and Traffic Division [Funding Source: Fund 175, "Transportation Trust Fund" Cost Center 211201, Object Code 55201]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Myslak Way Petition
Myslak Way Vicinity Map
Myslak Way Sign Location Map
Project 52 Site Plan

Escambia County Addressing Attention: Rick Geiberger
3363 West Park Place
Pensacola, Florida 32505
850-595-3458

STREET NAME PETITION

DATE SUBMITTED: 4/16/2020

The following Street names have been submitted for approval:

MYSLAK WAY

Streets are located in the area of: NINE MILE ROAD & NAVY FEDERAL WAY & ELEVEN MILE CREEK

DRAW OR SKETCH A DIAGRAM OF THE LOCATION:

SEE ATTACHED MAP

(If the new street name is approved, your address number will also be subject to change.)
The street names are requested by the petitioners listed below:

PETITIONER	ADDRESS	PHONE NUMBER	
H&D LAND DEVELOPMENT PARTNERS I, LLC	223 W. GREGORY ST. PENSACOLA, FL 32502	(404) 514.9272	managed by H&D Land Equity I, LLC its Managing Member managed by The Dawson Company LLC its Managing Member:
52 VENTURES I, LLC	223 W. GREGORY ST PENSACOLA, FL 32502	(404) 514.9272	managed by The Dawson Company LLC its managing member:
			submitted by The Dawson Company LLC SVP Design & Construction

Use back of form for additional signatures, addresses, and phone numbers.
(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): MYSLAK WAY

NUMBER OF RESIDENTS: 2

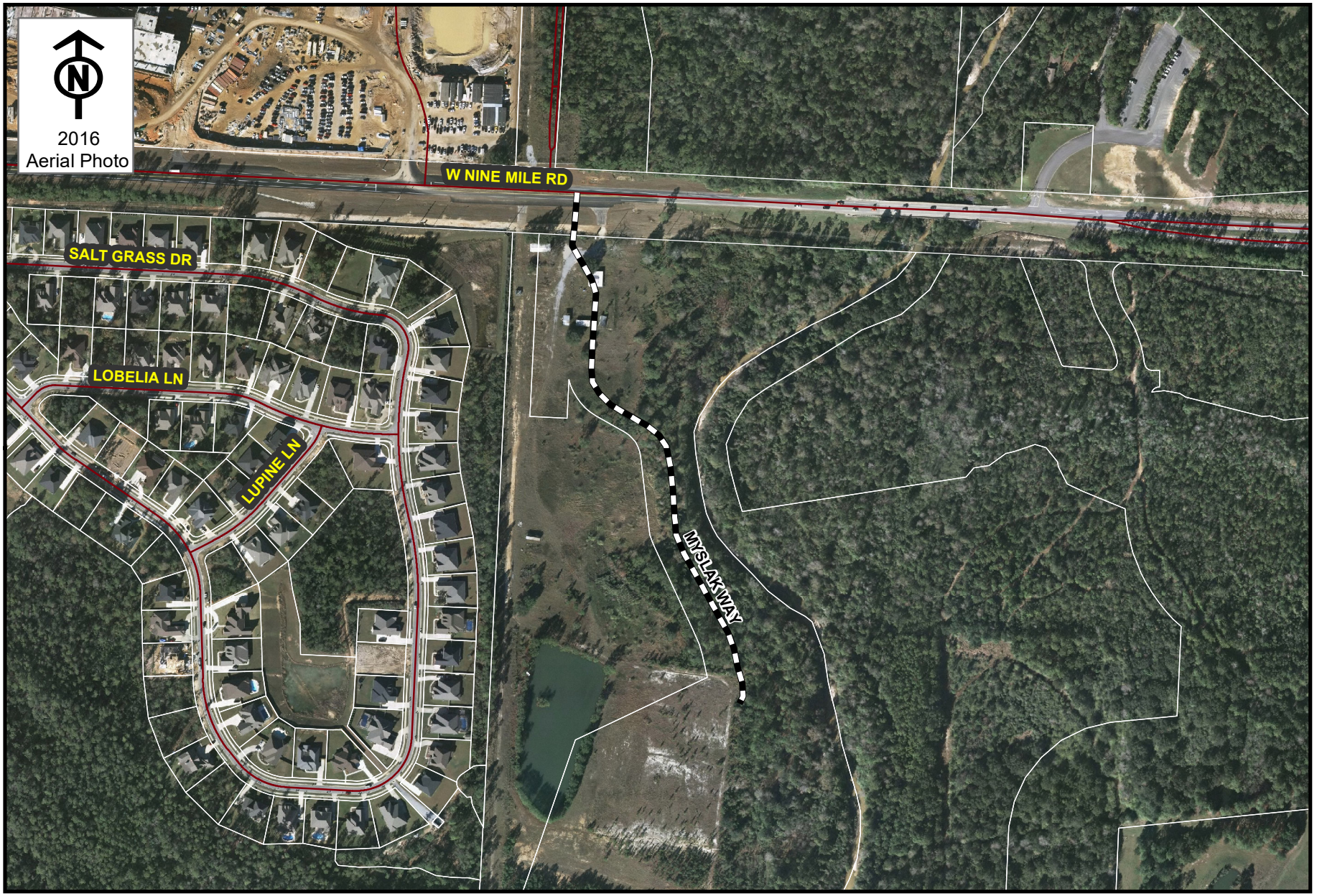
NUMBER OF RESIDENTS WHO SIGNED PETITION 2

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION 100%

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED 1

Lynetta Smith	Andrew Hamilton	22 April 2020
ADDRESS TECHNICIAN	9-1-1 COORDINATOR	DATE APPROVED

Myslak Way



ESCAMBIA COUNTY
G. I. S. DEPARTMENT

4/21/2020 DISTRICT 1

Proposed Road
to be Named

3410 W Nine Mile Rd (east)
4810 W Nine Mile Rd (west)

Myslak Way

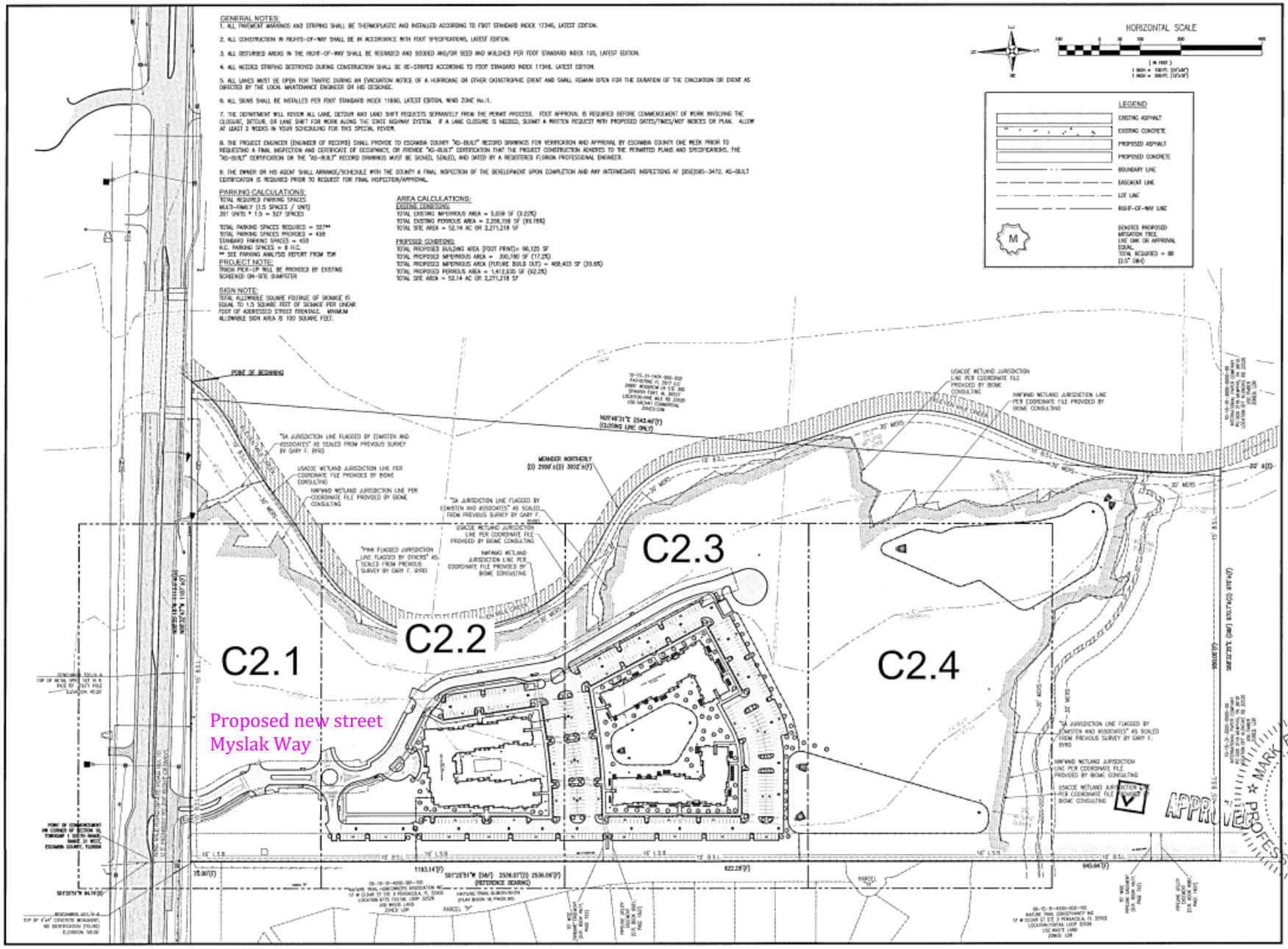


ESCAMBIA COUNTY
G. I. S. DEPARTMENT

4/21/2020 DISTRICT 1

Proposed Road
to be Named

3410 W Nine Mile Rd (east)
4810 W Nine Mile Rd (west)


GENERAL NOTES:
1. ALL PAVEMENT MARKINGS AND STRIPING SHALL BE THERMOPLASTIC AND INSTALLED ACCORDING TO FDOT STANDARD INDEX 17346, LATEST EDITION.
2. ALL CONSTRUCTION IN RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS, LATEST EDITION.
3. ALL DISTURBED AREAS IN THE RIGHT-OF-WAY SHALL BE RESHAPED AND SODDED AND/OR SEED AND MULCHED PER FDOT STANDARD INDEX 105, LATEST EDITION.
4. ALL NEEDED STRIPING DESTROYED DURING CONSTRUCTION SHALL BE RE-STRIPED ACCORDING TO FDOT STANDARD INDEX 17346, LATEST EDITION.
5. ALL LANES MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE LOCAL MAINTENANCE ENGINEER OR HIS DESIGNEE.
6. ALL SIGNS SHALL BE INSTALLED PER FDOT STANDARD INDEX 11860, LATEST EDITION, WIND ZONE No.1.
7. THE DEPARTMENT WILL REVIEW ALL LANE, DETOUR AND LANE SHIFT REQUESTS SEPARATELY FROM THE PERMIT PROCESS. FDOT APPROVAL IS REQUIRED BEFORE COMMENCEMENT OF WORK INVOLVING THE CLOSURE, DETOUR, OR LANE SHIFT FOR WORK ALONG THE STATE HIGHWAY SYSTEM. IF A LANE CLOSURE IS NEEDED, SUBMIT A WRITTEN REQUEST WITH PROPOSED DATES/TIMES/MOT INDICES OR PLAN. ALLOW AT LEAST 2 WEEKS IN YOUR SCHEDULING FOR THIS SPECIAL REVIEW.
8. THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY, OR PRIOR TO "AS-BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS. THE "AS-BUILT" CERTIFICATION OR THE "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED, AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.
9. THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS AT (850)595-3472. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.
PARKING CALCULATIONS:
TOTAL REQUIRED PARKING SPACES
MULTI-FAMILY (1.5 SPACES / UNIT)
351 UNITS * 1.5 = 527 SPACES
TOTAL PARKING SPACES REQUIRED = 527**
TOTAL PARKING SPACES PROVIDED = 498
STANDARD PARKING SPACES = 459
H.C. PARKING SPACES = 8 H.C.
** SEE PARKING ANALYSIS REPORT FROM TSR
PROJECT NOTE:
TRASH PICK-UP WILL BE PROVIDED BY EXISTING SCREENED ON-SITE DUMPSTER
SIGN NOTE:
TOTAL ALLOWABLE SQUARE FOOTAGE OF SIGNAGE IS EQUAL TO 1.5 SQUARE FEET OF SIGNAGE PER LINEAR FOOT OF ADDRESSED STREET FRONTAGE. MINIMUM ALLOWABLE SIGN AREA IS 100 SQUARE FEET.
AREA CALCULATIONS:
EXISTING CONDITIONS:
TOTAL EXISTING IMPERVIOUS AREA = 5,059 SF (0.22%)
TOTAL EXISTING PERVIOUS AREA = 2,266,159 SF (99.78%)
TOTAL SITE AREA = 52.14 AC OR 2,271,218 SF
PROPOSED CONDITIONS:
TOTAL PROPOSED BUILDING AREA (FOOT PRINT)= 96,125 SF
TOTAL PROPOSED IMPERVIOUS AREA = 390,780 SF (17.2%)
TOTAL PROPOSED IMPERVIOUS AREA (FUTURE BUILD OUT) = 468,435 SF (20.6%)
TOTAL PROPOSED PERVIOUS AREA = 1,412,835 SF (62.2%)
TOTAL SITE AREA = 52.14 AC OR 2,271,218 SF
HORIZONTAL SCALE
LEGEND
EXISTING ASPHALT
EXISTING CONCRETE
PROPOSED ASPHALT
PROPOSED CONCRETE
BOUNDARY LINE
EASEMENT LINE
LOT LINE
RIGHT-OF-WAY LINE
DENOTES PROPOSED MITIGATION TREE. LINE ONE OR APPROVAL EQUAL. TOTAL REQUIRED = 88 (2.5" DBH)
POINT OF BEGINNING
MEANDER NORTHERLY
USACOE WETLAND JURISDICTION LINE PER COORDINATE FILE PROVIDED BY BIOME CONSULTING
NWFWMD WETLAND JURISDICTION LINE PER COORDINATE FILE PROVIDED BY BIOME CONSULTING
"SA JURISDICTION LINE FLAGGED BY EDMISTEN AND ASSOCIATES" AS SCALED FROM PREVIOUS SURVEY BY GARY F. BYRD
"PINK FLAGGED JURISDICTION LINE FLAGGED BY OTHERS" AS-SCALED FROM PREVIOUS SURVEY BY GARY F. BYRD
C2.1
C2.2
C2.3
C2.4
Proposed new street
Myslak Way
APPROVED
PROFESSIONAL ENGINEER
MARK E. ROBERTSON
REBOL-BATTLE & ASSOCIATES
Civil and Environmental Engineers
OVERALL SITE LAYOUT PLAN
PROJECT 52
PENSACOLA, FLORIDA
REVISION
ESCD COMMENTS
SEAL
NOT FOR CONSTRUCTION
No. 73341
09/20/18
MARK E. ROBERTSON III, P.E.
No. 73341
STATE OF FLORIDA
Project: 2017.2120
Date: 08/16/2018
DRAWING No.
C2.0
SHEET 6 OF 38

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17944 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Interlocal Cost-Sharing Agreement with ECUA for Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Cost-Sharing Agreement with Emerald Coast Utilities Authority for Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2 - J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management

That the Board approve and authorize the Chairman to sign the Interlocal Cost-Sharing Agreement between Escambia County and the Emerald Coast Utilities Authority (ECUA) for construction services for the Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2.

BACKGROUND:

On September 7, 2017, the Board approved Agreement No. RES04 with the State of Florida Department of Environmental Protection (FDEP), Division of Water Restoration Assistance Deepwater Horizon Program, pursuant to a Grant from the Gulf Coast Ecosystem Restoration Council. The Agreement included $5,529,003 for the Beach Haven Northeast Phase 2 Project to construct stormwater and sewer infrastructure.

As with Phase 1, the County will contract the construction of the entire project. The construction estimate for Phase 2 is currently $10.3 million. The estimated cost of just the sanitary sewer related infrastructure is $3.6 million. Under the proposed Interlocal Cost-Sharing Agreement, 40% of the available FDEP Grant funds or $2,211,601.20 will be used to construct sanitary sewer infrastructure. Sanitary sewer infrastructure costs exceeding 40% of the available FDEP funds will be reimbursed by Emerald Coast Utilities Authority (ECUA), according to the proposed line-by-line breakdown of individual construction items included as Exhibit B to the Agreement. On December 17, 2019, ECUA's Board obligated

$1,757,418 to reimburse the County for construction of Phase 2. Funding obligated by ECUA is sufficient to cover the estimated cost of sewer infrastructure not constructed under the FDEP Grant. Available County funding sources are sufficient to cover the cost of the remaining anticipated non-sewer infrastructure construction costs for Phase 2. County funding sources for Phase 2 include Local Option Sales Tax (LOST) IV, Community Redevelopment Agency (CRA), FDEP Agreement No. RES04, and a separate Federal Clean Water Act Section 319(h) Grant.

Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2 is a continuation of the Phase 1 work deemed completed on February 4, 2020. The total cost of Phase 1 was $10,818,724.79, of which the County contributed $7,284,160.66 and ECUA contributed $3,534,564.13 under Amendment No. 1 to a Cost-Sharing Agreement approved by the BCC on August 4, 2016, and amended on November 3, 2016. County construction costs for Phase 1 were offset by Grants from the National Fish & Wildlife Foundation and FDEP contributing $4,977,250 and $500,000, respectively. Engineering costs for Phase 1 and 2 were also divided between the County and ECUA, according to the terms of another Cost-Sharing Agreement approved by the BCC on July 12, 2012, and amended on November 15, 2012. The total cost of engineering design services to date has been $1,061,390.59, of which the County has contributed $661,618.59 and ECUA has contributed $399,772.

BUDGETARY IMPACT:

Table below summarizes estimated construction costs and available funding sources. ECUA will reimburse the County for sanitary sewer construction costs incurred and invoiced, as outlined in the Agreement.

Estimated Construction Costs

Base Bid	$9,797,457.92
Bid Alternates	$499,777.78
Construction Engineering Inspection (CEI)	$498,287.58
	$10,795,523.28

Available Funding Sources

LOST IV	$3,158,301.66
GCERC Grant	$5,529,003.00
319 Grant (agreement pending)	$600,000.00
CRA (sidewalks)	$120,000.00
ECUA Funds	$1,757,418.00
	$11,164,722.66

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was reviewed and approved as to legal form and sufficiency by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

Escambia County staff from Natural Resources Management, Engineering, and other departments will work with ECUA during the duration of the project, as outlined in the Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8 and §163.01, Florida Statutes, grants the Board authorization to enter into Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, two original Agreements executed by the Chairman or Vice Chairman will be provided by the NRM Department to ECUA for acceptance by their Board. Upon approval by the ECUA Board, NRM will ensure one fully executed original is provided to the Clerk's Office for the record.

Attachments

ECUA Interlocal Cost-Sharing Agrmt-ADA

BCC Resume 09-07-2017

EPA FDEP Grant Approval Ltr Bayou Chico

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL COST-SHARING AGREEMENT
(Beach Haven Northeast Drainage & Sanitary Sewer Project, Phase 2)

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2020, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida (hereinafter "County"), and the EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, of the State of Florida (hereinafter "ECUA") (collectively the "Parties"), is as follows:

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners of Escambia County and ECUA are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

WHEREAS ECUA provides wastewater services in certain defined areas in Escambia County, Florida;

WHEREAS the County is responsible for stormwater drainage and roadway facilities in the unincorporated portions of Escambia County, Florida;

WHEREAS Beach Haven Sewer & Drainage Master Plan was completed in July 2003 for ECUA and the County, outlining a 12-phased plan to address the drainage and sanitary sewer needs in the Beach Haven area of Escambia County, Florida;

WHEREAS ECUA has identified a need to install a sanitary sewer expansion project to take place in certain portions of the Beach Haven area of Escambia County, Florida;

WHEREAS the County has identified a need for drainage and roadway improvements in certain portions of the Beach Haven area of Escambia County, Florida;

WHEREAS ECUA and the County have both budgeted funds to implement the construction of the Beach Haven-Joint Stormwater & Wastewater Improvement Project Northeast Phase 2 (hereinafter "Beach Haven Northeast Phase 2 Project");

WHEREAS the Parties recognize that two construction projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which sanitary sewer expansion and drainage improvements were addressed

simultaneously;

WHEREAS the Parties further recognize that certain economies of scale can be achieved by combining the projects rather than designing and constructing them separately;

WHEREAS ECUA requested the County include construction improvements for sanitary sewer expansion within the project scope for the construction of the drainage and roadway improvements of the Beach Haven Northeast Phase 2 Project;

WHEREAS the County has received $5,529,003.00 from the Gulf Coast Ecosystem Restoration Council through the Florida Department of Environmental Protection Division of Water Restoration Assistance Deepwater Horizon Program to implement the Beach Haven Northeast Phase 2 Project;

WHEREAS the installation of sanitary sewer and stormwater infrastructure are both grant eligible expenditures;

WHEREAS upon completion of the design, the County intends to bid and award applicable construction contract(s) to install said sanitary sewer, roadway, and drainage improvements in compliance with the Code of Ordinances of Escambia County, FL1999, Chapter 46, Finance, Article II, Division 3, sections 87-90, Purchases and Contracts ("Contractors"), when construction funds have been identified by both parties;

WHEREAS the Parties desire to enter into this Interlocal Cost Sharing Agreement for the Beach Haven Northeast Phase 2 Project;

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The above recitals are true and correct, and are incorporated in this Agreement as fully as if set forth herein.

2. Entry into Contract. The County will enter into contract/s to construct the sanitary sewer expansion improvements and the drainage/roadway improvements for the Beach Haven Northeast Phase 2 Project. ECUA shall be identified as a third-party beneficiary with respect to any contracts related to the sanitary sewer expansion and all warranties related to those contracts shall inure to the benefit of the ECUA. The County will administer and assure compliance with the contracts.

3. Cost Sharing. The County will pay directly to the Contractors all costs associated with the construction of the Beach Haven Northeast Phase 2 Project. Upon

issuance of the construction Notice to Proceed, the County will cover the first construction costs attributed to ECUA in an amount equal up to 40% of the available Gulf Coast Ecosystem Restoration Council Grant ("Contribution Amount") and shall copy the ECUA with evidence of payment. Thereafter, ECUA will reimburse the County for one hundred percent (100%) of the associated costs incurred as part of the sanitary sewer improvement aspect of the project, which shall not exceed $1,757,418.00 absent further action by the ECUA Board. ECUA will also reimburse the County an agreed upon percentage, as outlined in Exhibit B, of those construction line items not solely incurred as part of the stormwater improvement aspects of the project. The ECUA Project Manager shall review and, if deemed acceptable, approve each of the contractor's pay requests that pertain to work completed on behalf of ECUA. The County and ECUA shall be responsible to independently verify in-place quantities associated with each pay request. After the Contribution Amount has been exceeded, the County shall invoice ECUA monthly for work completed on behalf of ECUA based on the Contractor's pay request for the preceding month. All reimbursements from ECUA shall be paid within thirty (30) days of ECUA's receipt of such invoices from the County for completed work.

4. Change Orders. The Parties acknowledge that there may be Change Orders requiring cost adjustments in the event certain unforeseen conditions arise. The County Engineer, or her designee, shall have the right to approve any requested change orders submitted by the engineering-design firm or subsequent contractor(s) regarding the drainage, roadway, and sanitary sewer improvements. Change orders regarding sanitary sewer improvements shall also be approved by ECUA. ECUA Board approval is required for change orders resulting in an overall increase of $50,000.00 or more to ECUA's agreed upon portion of the shared services.

5. Notice and Contact:

a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, email, or mail, to the representatives named below, at the address below:

b. Name and contact information of the County's project manager:

Chris Curb, Stormwater Engineering Manager
Escambia County Engineering Division of Public Works
3363 W. Park Place
Pensacola, FL 32526
Telephone: (850) 595-3419
Email: chris_curb@myescambia.com

c. Name and contact information of ECUA's project manager:

Keith Fell, P.E., Manager of Engineer Projects
9300 Sturtevant St
Pensacola, FL 32514
Telephone: (850) 969-6653
Email: keith.fell@ecua.fl.gov

d. In the event different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in subparagraph 5 (a) above.

6. Plan Review and Inspection of Work. Both parties may inspect all plans, drawings, schedules and physical improvements contemplated under this Agreement at any time during the construction process. ECUA shall provide a full-time inspector to accept or reject the work within two weeks of installation and satisfactory completion of any desired testing. The Contractor shall not be notified that the work, or any portion thereof, is accepted until representatives from both parties sign-off as accepted. ECUA reserves the right to hold or stay the progress of work to allow the receipt of desired testing information without penalty.

7. Documentation of Work. The County agrees to fully document completion of all work associated with this project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, as-built drawings and such other documentation as reasonably required by either party to clearly evidence the design and construction of the improvements in accordance with the intent of this Agreement.

8. Ownership and Maintenance. The Parties agree that all drainage and roadway system improvements resulting from the work under this Agreement shall become the property of the County after the satisfactory completion of said documentation and improvements. The Parties further agree that all sanitary sewer improvements resulting from the work under this agreement shall become the property of ECUA after the satisfactory completion of said documentation and improvements. Thereafter, the County shall become responsible for maintaining, operating, and protecting said roadway and drainage improvements, and ECUA shall become responsible for maintaining, operating, and protecting said sanitary sewer improvements. The parties agree to execute those easements necessary to establish the rights to access and maintain the improvements.

9. Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and

agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.

10. Term of Agreement. Except for the waivers and obligations to cooperate and sign easements following construction, the obligations under this Agreement shall terminate upon the completion of the work contemplated under this Agreement and ECUA's having reimbursed the County for all costs for which it is responsible under paragraph 3 of this Agreement, above, barring any warranty issues.

11. Termination. This Agreement may be terminated by either party for cause, and only after the party seeking termination has notified the other party of the alleged default and has provided the defaulting party a reasonable opportunity to cure, which shall be no less than thirty days' time.

12. Records. The Parties acknowledge that this Agreement and any related financial records, contracts, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party shall give the first party written notice of the alleged violation of Chapter 119 and seven calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the first party may terminate this Agreement for cause. Specifically, the County agrees to:

a. Keep and maintain public records required by ECUA to perform services under this Agreement.

b. Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if the County does not transfer the records to ECUA.

d. Upon completion of the Agreement, transfer, at no cost, to ECUA all public records in possession of the County or keep and maintain public records required by ECUA to perform the services under this Agreement. If the County transfers all public records to ECUA upon completion of the Agreement, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the Agreement, the County shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT ECUA'S CUSTODIAN OF PUBLIC RECORDS AT 850-969-3302, amanda.miller@ecua.fl.gov, AND Amanda Miller, 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

13. Effective Date. This Agreement shall become binding on the parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

14. Choice of Law; Venue. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

15. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

16. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

17. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right thereafter to enforce the same provision in accordance with this Agreement.

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

20. Third Party Beneficiaries. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions or any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

21. Attachments:

a. All attachments to this Agreement are incorporated as if fully set forth herein.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the languages of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement shall incorporate the following attachments:

Exhibit A - Schedule-Timeline for Beach Haven Northeast Phase 2 Project

Exhibit B - Cost Sharing Percentage Itemized by Construction Line Item

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IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, acting by and through its duly authorized BOARD

By:_____
Lois Benson, Chairman

ATTEST:

Date:_____

By:_____
Secretary

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

BCC APPROVED:_____

By:_____
Deputy Clerk

(SEAL)

This document approved as a form and legal sufficiency.

By:_____
Title: Asst. County Attorney
Date: Nov 4, 2020

Exhibit A

Timeline for Beach Haven Northeast Phase 2 Project

Milestone Schedule of Work:		
Approval of Costs Sharing Agreement ECUA & BCC	2	Months
Advertise, Bidding, and Award Process	3	Months
Construction	24	Months
Weather Delays	2	Months
Final Inspection/Closeout	2	Months
Total Agreement Time Frame	33	Months

Exhibit B

Cost Sharing Percentage Itemized by Construction Line Item

Items 1 – 54

No.	DESCRIPTION	COUNTY	ECUA
1	NPDES/ SWPPP/ EROSION CONRTROL/ SILTATION CONTROL/ REPORTING/ IMPLEMENTATION	50%	50%
2	MOBILIZATION	50%	50%
3	CONSTRUCTION SURVEYING	50%	50%
4	MOT: PREPARE PLAN/ NOTIFICATIONS/ IMPLEMENTATION	50%	50%
5	ORANGE SAFETY FENCE WITH POSTS FOR TREE PROTECTION	100%	0%
6	CLEARING AND GRUBBING	80%	20%
7	REMOVE/RELOCATE SHRUBS	100%	0%
8	REMOVE EXISTING MAILBOX	100%	0%
9	REMOVE BRICK/MASONRY MAILBOX	100%	0%
10	EARTHWORK EXCAVATION/CUT: ROADWAY SECTION & RIGHT-OF-WAY	100%	0%
11	EARTHWORK FILL: ROADWAY SECTION & RIGHT-OF-WAY	100%	0%
12	EARTHWORK EXCAVATION/CUT: PONDS	100%	0%
13	EARTHWORK FILL: PONDS	100%	0%
14	DEWATERING	50%	50%
15	GRADE POND SLOPES	100%	0%
16	REMOVE EXISTING ASPHALT DRIVEWAY, 1.5" AVG. DEPTH	50%	50%
17	REMOVE EXISTING ASPHALT, VARYING DEPTH	50%	50%
18	SAW CUT EXISTING ASPHALT	50%	50%
19	SAW CUT EXISTING CONCRETE SIDEWALK	50%	50%
20	REMOVE EX. DETECTABLE HANDICAP WARNING MAT (GULF BEACH HIGHWAY ONLY)	0%	100%
21	REMOVE EXISTING CONCRETE, 4" THICK	50%	50%
22	REMOVE EXISTING CONCRETE CURBING	50%	50%
23	TEMPORARILY RELOCATE/REMOVE/ABANDON/ 2" PVC FM	0%	100%
24	TEMPORARILY RELOCATE/REMOVE/ABANDON/ 4" PVC FM	0%	100%
25	TEMPORARILY RELOCATE/REMOVE/ABANDON/ 6" PVC FM	0%	100%
26	REMOVE 2" PVC	100%	0%
27	REMOVE 4" CPP	100%	0%
28	REMOVE 12" CMP	100%	0%
29	REMOVE 12"x18" ERCP	100%	0%
30	REMOVE 15" CMP	100%	0%
31	REMOVE 15" RCP	100%	0%
32	REMOVE 18" CMP	100%	0%
33	REMOVE 18" CPP	100%	0%
34	REMOVE 18" RCP	100%	0%
35	REMOVE 24" CMP	100%	0%
36	REMOVE 24" CPP	100%	0%
37	REMOVE 24" PVC	100%	0%
38	REMOVE 24" RCP	100%	0%
39	REMOVE 30" CMP	100%	0%
40	REMOVE 36" RCP	100%	0%
41	REMOVE STORMWATER JUNCTION STRUCTURE/CATCH BASIN	100%	0%
42	REMOVE CONCRETE/SANDBAG HEADWALL	100%	0%
43	REMOVE MES	100%	0%
44	REMOVE DOUBLE MES AND 44 LF ~ 14"x23" ELLIPTICAL RCP (GULF BEACH HIGHWAY)	0%	100%
45	REMOVE POST/WOODEN BOARDWALK/CABLE BARRIER	50%	50%
46	REMOVE TO WASTE EXISTING GRAVEL, SHELL, RUBBLE OR MIXTURE DRIVEWAY	50%	50%
47	REMOVE AND REPLACE UNSUITABLE MATERIALS	50%	50%
48	RELOCATE EXISTING ANTENNA/SATELLITE DISH (IF NECESSARY)	100%	0%
49	DITCH BOTTOM INLET - TYPE C WITH GRATE TOP	100%	0%
50	DITCH BOTTOM INLET - TYPE E WITH SINGLE SLOT AND GRATE TOP	100%	0%
51	DITCH BOTTOM INLET - TYPE E WITH DBL SLOT AND GRATE TOP	100%	0%
52	DITCH BOTTOM INLET - TYPE E WITH ROUND BOTTOM AND GRATED TOP	100%	0%
53	DITCH BOTTOM INLET - TYPE K WITH GRATED TOP AND FENCE	100%	0%
54	CURB INLET TYPE S	100%	0%

Exhibit B

Cost Sharing Percentage Itemized by Construction Line Item

Items 55 – 107

No.	DESCRIPTION	COUNTY	ECUA
55	CURB INLET TYPE 6	100%	0%
56	CURB INLET TYPE 10	100%	0%
57	JUNCTION BOX - TYPE P7 MANHOLE	100%	0%
58	JUNCTION BOX - TYPE J7 MANHOLE	100%	0%
59	JUNCTION BOX - TYPE J WITH GRATE TOP	100%	0%
60	CONCRETE ENDWALL WITH 45 DEGREE WINGS - 48" DIA. PIPE	100%	0%
61	24" CROSS DRAIN MES	100%	0%
62	DOUBLE CROSS DRAIN MES (GULF BEACH HIGHWAY)	0%	100%
63	8" PVC SS (2' - 6' DEPTH)	0%	100%
64	8" PVC SS (6' - 10' DEPTH)	0%	100%
65	8" PVC SS (10' - 14' DEPTH)	0%	100%
66	12" PVC SS (2' - 6' DEPTH)	0%	100%
67	12" PVC SS (6' - 10' DEPTH)	0%	100%
68	12" PVC SS (10' - 14' DEPTH)	0%	100%
69	15" PVC SS (6' - 10' DEPTH)	0%	100%
70	18" PVC SS (6' - 10' DEPTH)	0%	100%
71	18" PVC SS (10' - 14' DEPTH)	0%	100%
72	18" RCP PIPE	100%	0%
73	24" RCP PIPE	100%	0%
74	30" RCP PIPE	100%	0%
75	36" RCP PIPE	100%	0%
76	42" RCP PIPE	100%	0%
77	48" RCP PIPE	100%	0%
78	54" RCP PIPE	100%	0%
79	60" RCP PIPE	100%	0%
80	14" X 23" ERCP (GULF BEACH HIGHWAY)	100%	0%
81	18" DEPTH RIP-RAP WITH FILTER FABRIC AND BEDDING STONE	100%	0%
82	SANITARY SEWER MANHOLE (2' - 6' DEPTH)	0%	100%
83	SANITARY SEWER MANHOLE (6' - 10' DEPTH)	0%	100%
84	SANITARY SEWER MANHOLE (10' - 14' DEPTH)	0%	100%
85	SANITARY SEWER MANHOLE COATING PER ECUA SPECIFICATION	0%	100%
86	SANITARY SEWER DROP MANHOLE CONNECTION PER ECUA SPECIFICATION	0%	100%
87	ADJUST EXISTING SANITARY SEWER MANHOLE TOP TO NEW GRADE	0%	100%
88	SANITARY SEWER TIE TO EXISTING MANHOLE	0%	100%
89	EXISTING LIFT STATION ABANDONMENT - COMPLETE PER ECUA STANDARDS	0%	100%
90	ADJUST EXISTING WATER VALVE BOX TO GRADE (INCLUDES CONCRETE COLLAR/RING & BOX)	100%	0%
91	ADJUST EXISTING WATER METER & BOX TO GRADE	100%	0%
92	ADJUST EXISTING GAS VALVE BOX TO GRADE (INCLUDES CONCRETE COLLAR/RING & BOX)	50%	50%
93	ADJUST FIRE HYDRANT TO FINISH GRADE	100%	0%
94	12" STABILIZED SUBGRADE, TYPE B	50%	50%
95	COUNTY TYPE B CURB	100%	0%
96	6" GRADED AGGREGATE BASE (GAB)	50%	50%
97	1.5" COUNTY SPEC 2500, TYPE 12.5 ASPHALTIC CONCRETE	50%	50%
98	4" THICK CONCRETE DRIVEWAY	80%	20%
99	5' CONCRETE SIDEWALK (INCLUDES REPLACEMENT ON GULF BEACH HWY. & BUS STOPS ONLY)	0%	100%
100	DETECTABLE HANDICAP WARNING MAT (INCLUDES REPLACEMENT ON GULF BEACH HWY. ONLY)	0%	100%
101	TEMPORARY PAINT - 6" SOLID STRIPE, WHITE OR YELLOW (MATCH EXISTING)	50%	50%
102	TEMPORARY PAINT - 6" SKIP STRIPE, WHITE OR YELLOW (MATCH EXISTING)	50%	50%
103	TEMPORARY PAINT - WHITE PEDESTRIAN CROSSWALK (MEASURED BY EACH 12" STRIPE (MATCH EXISTING)	50%	50%
104	TEMPORARY PAINT- STOP BAR (MATCH EXISTING)	50%	50%
105	THERMOPLASTIC 6" SOLID STRIPE, WHITE OR YELLOW	50%	50%
106	THERMOPLASTIC 6" SKIP STRIPE, WHITE OR YELLOW	50%	50%
107	THERMOPLASTIC WHITE PEDESTRIAN CROSSWALK (MEASURED BY EACH 12" STRIPE)	50%	50%

Exhibit B

Cost Sharing Percentage Itemized by Construction Line Item

Items 108 – 153

No.	DESCRIPTION	COUNTY	ECUA
108	THERMOPLASTIC STOP BAR	50%	50%
109	RAISED PAVEMENT MARKERS: YELLOW, WHITE, BLUE, RED	50%	50%
110	RELOCATE EXISTING POWER POLE/LIGHTPOLE/GUY WIRE	50%	50%
111	RELOCATE TRAFFIC SIGNS	50%	50%
112	RELOCATE EXISTING MAIL KIOSK (APARTMENT/COMMUNITY MAILBOX)	100%	0%
113	RELOCATE CROSS TIES AND 1.5' WHITE PLASTIC FENCE (RELOCATE TO R/W LINE)	100%	0%
114	RELOCATE EXISTING 4' CHAIN LINK FENCE	100%	0%
115	RELOCATE EXISTING 5' CHAIN LINK FENCE	100%	0%
116	RELOCATE EXISTING 6' WOOD FENCE	100%	0%
117	RELOCATE EXISTING 3'/4' WOOD FENCE (WOOD RAIL, WOOD STOCK & WOOD PICKET FENCES)	100%	0%
118	STOP SIGN, R1-1 (NEW)	50%	50%
119	STREET NAME SIGN AND POST (NEW)	50%	50%
120	RIGHT TURN SIGN AND POST, W1-1R (NEW)	50%	50%
121	LEFT TURN SIGN AND POST, W1-1L (NEW)	50%	50%
122	DUAL MOUNT RIGHT AND LEFT CHEVRON ALIGNMENT SIGNS AND POST, W1-8R & W1-8L (NEW)	50%	50%
123	END OF ROAD MARKERS	50%	50%
124	4" PVC SANITARY SEWER LATERAL, CLEANOUT, AND STUB OUT WITH CAP - VERIFY LOCATIONS	0%	100%
125	6" PVC SANITARY SEWER LATERAL, CLEANOUT, AND STUB OUT WITH CAP - VERIFY LOCATIONS	0%	100%
126	SUPPLY & INSTALL NEW MAILBOX (SEE NEW MAILBOX SPECS ON DETAIL SHEET 8.01.1)	100%	0%
127	CENTIPEDE SODDING	70%	30%
128	BAHIA SODDING, WEST POND AND POND 8 (NON-PLANTED AREAS)	100%	0%
129	LITTORAL PLANTINGS	100%	0%
130	MISCELLANEOUS CONCRETE	50%	50%
	ADDITIVE BID ALTERNATE "A" - CRA FUNDED SIDEWALKS		
131	5' CONCRETE SIDEWALK (COUNTY CRA FUNDED)	100%	0%
132	6' CONCRETE SIDEWALK (COUNTY CRA FUNDED)	100%	0%
133	4" THICK CONCRETE DRIVEWAY (COUNTY CRA FUNDED)	100%	0%
134	CONSTRUCT CURB RAMP (COUNTY CRA FUNDED)	100%	0%
135	DETECTABLE HANDICAP WARNING MAT (COUNTY CRA FUNDED)	100%	0%
	ADDITIVE BID ALTERNATE "B" - MODIFICATIONS TO STORMWATER PONDS		
136	CONCRETE FLUME/WEIR AT POND 7	100%	0%
137	6" UNDERDRAIN CLEANOUT	100%	0%
138	6" HDPE SIDE-BANK FILTER DRAIN WITH BIO-ADSORPTION MEDIA, COMPLETE	100%	0%
139	STORMWATER TREATMENT SYSTEM, BAM UPFLOW UNIT, COMPLETE WITH INLET/OUTLET PIPING AND DISCHARGE STRUCTURE	100%	0%
	ADDITIVE BID ALTERNATE "C" - LAMAR STREET ROADWAY THRU UNIMPROVED RIGHT-OF-WAY		
140	ORANGE SAFETY FENCE WITH POSTS FOR TREE PROTECTION	50%	50%
141	ADDITIONAL CLEARING AND GRUBBING	50%	50%
142	EARTHWORK EXCAVATION/CUT: ROADWAY SECTION & RIGHT-OF-WAY	50%	50%
143	EARTHWORK FILL: ROADWAY SECTION & RIGHT-OF-WAY	50%	50%
144	REMOVE GAS PIPELINE SIGNAGE	50%	50%
145	12" STABILIZED SUBGRADE, TYPE B	50%	50%
146	COUNTY TYPE B CURB	50%	50%
147	6" GRADED AGGREGATE BASE (GAB)	50%	50%
148	1.5" COUNTY SPEC 2500, TYPE 12.5 ASPHALTIC CONCRETE	50%	50%
149	TEMPORARY PAINT- STOP BAR	50%	50%
150	THERMOPLASTIC STOP BAR	50%	50%
151	25 MPH SPEED LIMIT SIGN, R2-1 (NEW)	50%	50%
152	STOP SIGN, R1-1 (NEW)	50%	50%
153	STREET NAME SIGN AND POST (NEW)	50%	50%

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

24. Approving Budget Amendment Request #204, Mass Transit Fund (104), in the amount of $20,000, to move funds from Fixed Route Bus Costs, an operating account, to the salary accounts to pay the costs for the remainder of Fiscal Year 2016/2017 for the newly created Mass Transit Director position; these funds need to be appropriated in the correct accounts for the current year's budget.

25. See Page 46.

26. Authorizing and directing staff to obtain appraisals on real property located at 1851 St. Mary Avenue, in anticipation of purchasing the property for the Corrections Department to utilize for the Pathways for Change and Work Release Programs (Fund 114, Misdemeanor Probation FD, Cost Center 290305).

CHAIRMAN UNDERHILL RELINQUISHED THE CHAIR TO COMMISSIONER BERGOSH

4. DEP Agreement No. RES04

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the State of Florida Department of Environmental Protection (DEP) Agreement No. RES04, between the State of Florida DEP and the Escambia County Board of County Commissioners, relating to the Beach Haven-Joint Stormwater & Wastewater Improvement Project Phase II (Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA [Supplemental Budget Amendment]; match is $3,776,477 from Local Option Sales Tax and Emerald Coast Utilities Authority):

A. Approving the DEP Agreement No. RES04 [*State of Florida Department of Environmental Protection Division of Water Restoration Assistance Deepwater Horizon Program Grant Agreement Pursuant to Gulf Coast Ecosystem Restoration Council Grant Award(s)*], in the amount of up to $5,967,000, relating to the Beach Haven-Joint Stormwater & Wastewater Improvement Project Phase II (Implementation); and

(Continued on Page 46)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued...

B. Authorizing the Chairman to sign the Agreement and any future amendments relating to no-cost extensions, subject to Legal review and sign-off, without further action of the Board.

The County Attorney's Office has requested that the Board be made aware of the following language: Paragraph 33, Page 21 of 22, last sentence, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

COMMISSIONER BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER UNDERHILL

12. SBA #202

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, adopting the Resolution [R2017-113] approving Supplemental Budget Amendment #202, Law Enforcement Trust Fund (121), in the amount of $371,181, to recognize additional revenues from various law enforcement activities and to appropriate these funds into the Sheriff's Law Enforcement Trust Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies totaling $35,500; the remainder of the funds, totaling $335,681, will be budgeted in Reserves, and rescheduling this item for October 5, 2017.

25. Funding Request for The Miracle League of Pensacola

Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following action concerning the funding request for The Miracle League of Pensacola, 2017-2018 Season (Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201):

A. Approving funding $2,500 for The Miracle League of Pensacola, 2017-2018 Season, from Commissioner Jeff Bergosh's discretionary money;

(Continued on Page 47)

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Ron DeSantis
Governor

Jeanette Núñez
Lt. Governor

Noah Valenstein
Secretary

Via E-mail: jtkirsche@myescambia.com

May 2020

Escambia County

RE: Section 319(h) FY20 Grant Proposal Status

Greetings:

We submitted your project "Bayou Chico Stormwater Retrofit Project Phase II" to EPA in the draft Fiscal Year 2020 319(h) Work Plan. It is my pleasure to report that your project has been approved by EPA for the Clean Water Act 2020 319(h) Grant in the amount of $660,000 grant funding and $440,000 match funding. Someone will be contacting you soon to begin the contract initiation process. Please be aware that any activities performed prior to contract execution are not eligible for reimbursement, however eligible activities performed after October 1, 2019 can count as match.

Please note that this grant has an end date of September 30, 2024. All grant and match funded activities must be performed by the grant end date; the grant cannot be extended beyond this date.

We appreciate your interest in and support of Florida's nonpoint source management program and look forward to working with you on this project. If you have any questions please do not hesitate to contact me at (850) 245-2944 Emily.Forinash@dep.state.fl.us or (850) 245-2952 Amanda.Peck@dep.state.fl.us.

Sincerely,

Amanda Peck
Administrator
Nonpoint Source Management Program
Division of Water Restoration Assistance

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18035 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Approval to Issue Fiscal Year 2019-2020 Purchase Orders in Excess of $25,000
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in Excess of $25,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2019-2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
GameTime Vendor Number: 070316 Purchase of additional playground components for Beulah Regional Park Improvements Fund: 353 (Local Option Sales Tax IV) Cost Center: 110102 (Lost IV Discretionary) $200,000 Fund: 353 (Local Option Sales Tax IV Cost Center: 350221 (Park Capital Projects) $34,177.82	$234,177.82	U.S. Communities Contract No. 2017001134

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- BCC Approval 4/20/2020 - Reallocation of funds
- GameTime Quote #100143-01-06

BACKGROUND:

The issuance of these Purchase Orders during the first part of Fiscal Year 2019-2020 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under Local Option Sales Tax IV Fund (353), Cost Center 110102, Lost IV Discretionary, Object Code 56301, Project Code 20DS1221 and Cost Center 350221, Park Capital Projects, Object Code 56301, Project Code 19PR0369.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts. As noted in the background, these requested purchase orders are a necessity for continued park operations.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18042 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Approve Corrections PC Hardware Blanket PO with Dell Marketing LP
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order to Dell Marketing, LP - William R. Powell, Director of Corrections

That the Board take the following action:

A. Authorize the County to utilize the State of Florida, Department of Management Services, Contract Number 43211500-WSCA-15-ACS, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

B. Authorize the issuance of a Blanket Purchase Order, in conjunction with the Office of Purchasing for the purchase of new personal computers and other hardware to replace existing equipment for the Corrections Department of Escambia County, Florida, to Dell Marketing LP, in the sum of $185,000, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

Vendor/Contractor	Amount	Contract Number
Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center: 270102/55201	$185,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

The Corrections Department will use this Blanket Order to replace approximately 225 outdated PC devices and 60 monitors. All orders will be placed by IT using the standard hardware catalog.

Escambia County BOCC Standard Hardware Catalog:

Description		New Quote
Dell 3070 Mini Std Desktop	I5, 8GB Ram, SSD, 3yr Basic	$ 681.73
Dell 3630 CAD Desktop	I5, 16GB Ram, SSD, 3yr Basic	$ 919.99
Dell 5820 Adv. Workstation	I5, 32GB Ram, SSD, 3yr Basic	$1,420.31
Dell 3390 13” 2 in 1 Tablet	I5, 8GB Ram, SSD, 3yr PS+	$ 905.22
Dell 5500 15” Laptop	I5, 8GB Ram, SSD, 3yr Basic	$ 958.23
Dell Tablet Dock	WD 19 90	$ 169.99
Dell 22” Monitor		$ 149.99
Dell 27” Monitor		$ 207.89

[Funding: Fund 001, General Fund, Cost Center 290401, Object Code 55201]

BACKGROUND:

The Recommendation will be for allocating funds to replace old and aging equipment within Escambia County Corrections Department. The Corrections Department will use this Blanket Order to replace outdated PC devices. All orders will be placed by IT using our standard hardware catalog.

BUDGETARY IMPACT:

The Recommendation will be for allocating $185,000 towards replacing of old and aging equipment within Escambia County Corrections.

[Funding: Fund 001, General Fund, Cost Center 290401, Object Code 55201, Operating Supplies]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida. Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval, the Purchasing Department will create a Blanket Purchase Order with Dell Marketing, LP, and work to replace the old and aging equipment within Escambia County.

Attachments

Corrections PC's List

Quote

ESCAMBIA COUNTY CORRECTIONS
COMPUTER AND LAPTOP LISTING
AS OF 5/20/2020

D=DESK TOP
L=LAPTOP
M=MONITOR

Machine Name	Service Tag	Org Serial Number	Acquisition Date	Last Logged In User	Product	User	Purchase		DESKTOP	22' MONITOR	13' TABLET	DOCK 13'	15' LAPTOP
									$ 681.73	$ 149.99	$ 905.22	$ 169.99	$ 958.23
ec-60321.bcc.escambia	7DJHJX1	Not Assigned	2007-08-02	cafretwell	Latitude E5530 non-vPro	Carol A. Fretwell	L						
ec-60083.bcc.escambia	F79LVV1	F79LVV1	2012-09-24	RCWATSON	Latitude E5520	Reshonda C. Watson	L						
61281	9ZB7H12		7/25/2014		E5540 Latitude	Pamela Leonard	L						
59751	71HPBT1		6/27/2012		E5520 Latitude	Lani Birkett	L						
ej-63304.bcc.escambia	044313664853	044313664853	2014-04-01	dlbrewton	Surface Pro 4	Donna L. Brewton	L						
ec-60317.bcc.escambia	6QHHJX1	6QHHJX1	2013-06-01	sabecker	Latitude E5530 non-vPro	Susan A. Becker	L						
ej-63305.bcc.escambia	044513464853	044513464853	2014-04-01	WRPOWELL	Surface Pro 4	William Rich Powell	L						
New Student Position	7DJHJX1	7DJHJX1	2013-06-01	ljackson2	Latitude E5530 non-vPro	Student	L						
							8					$ 1,359.92	$ 7,665.84
ej-10714.bcc.escambia	DK2NGB2	DK2NGB2	2016-05-05	anhicks	OptiPlex 3020M	Administration	D						
ej-11452.bcc.escambia	7N42JS1	Not Assigned	2015-06-27	LLCobern	OptiPlex 790	Not Assigned	D						
ej-55839.bcc.escambia	42XZSC1	Not Assigned	2009-04-08	slchildress	OptiPlex 745	Not Assigned	D						
ej-60336.bcc.escambia	D3KHJX1	D3KHJX1	2013-06-01	anbohlman	Latitude E5530 non-vPro	Alek N. Bohlman	D	M					
ej-61256.bcc.escambia	13C7H12	13C7H12	2014-07-23	klhernandez	Latitude E5540	Kimberly L. Hernandez	D						
ej-61266.bcc.escambia	3BC7H12	Not Assigned	2014-07-23	TDWRIGHT	Latitude E5540	Tammy D. Wright	D	M					
ej-61270.bcc.escambia	61C7H12	61C7H12	2014-07-23	fgbradley	Latitude E5540	Felicia G. Bradley	D	M					
ej-62614.bcc.escambia	3P5PJ72	3P5PJ72	2016-02-21	jlchampion	Precision M6800	Jerry L. Champion	D	M					
ej-11198.bcc.escambia	6M0RMS1	Not Assigned	2015-06-27	WSCROSS	OptiPlex 790	William S. Cross	D						
ej-61287.bcc.escambia	C5C7H12	C5C7H12	2014-07-23	clhall	Latitude E5540	Charles L. Hall	D	M					
ej-61288.bcc.escambia	CCC7H12	CCC7H12	2014-07-23	RFAIRLEY	Latitude E5540	Rayshell Fairley	D	M					
ej-11028.bcc.escambia	BSHQBP1	BSHQBP1	2011-02-11	mugshot	OptiPlex 980	Not Assigned	D						
ej-11111.bcc.escambia	BSJPBP1	Not Assigned	2011-02-11	dkjones	OptiPlex 980	Not Assigned	D						
ej-10446.bcc.escambia	7TZGZQ1	7TZGZQ1	2011-08-05	ktkohlheim	OptiPlex 380	Not Assigned	D						
ej-11201.bcc.escambia	7N9ZHS1	Not Assigned	2012-01-28	mugshot	OptiPlex 790	Not Assigned	D						
ej-61273.bcc.escambia	6CC7H12	6CC7H12	2014-07-23	jpsawyer	Latitude E5540	Not Assigned	D	M					

Prepared By: Donna Brewton From List Provided by IT
6/12/20207:50 AM

ESCAMBIA COUNTY CORRECTIONS
COMPUTER AND LAPTOP LISTING
AS OF 5/20/2020

D=DESK TOP
L=LAPTOP
M=MONITOR

Machine Name	Service Tag	Org Serial Number	Acquisition Date	Last Logged In User	Product	User	Purchase		DESKTOP	22' MONITOR	13' TABLET	DOCK 13'	15' LAPTOP
									$ 681.73	$ 149.99	$ 905.22	$ 169.99	$ 958.23
ej-61275.bcc.escambia	6XB7H12	6XB7H12	2014-07-23	rsandrews	Latitude E5540	Not Assigned	D	M					
ej-11462.bcc.escambia	HZDVNS1	Not Assigned	2015-06-27	gabell	OptiPlex 790	Not Assigned	D						
ej-10780.bcc.escambia	DJYLGB2	DJYLGB2	2016-05-05	Cecraven	OptiPlex 3020M	Not Assigned	D						
ec-10782.bcc.escambia	DJSNGB2	Not Assigned	2016-05-05	besuggs	OptiPlex 3020M	Not Assigned	D						
ej-10745.bcc.escambia	DK4PGB2	DK4PGB2	2016-05-05	ntjoiner	OptiPlex 3020M	Not Assigned	D						
ej-10746.bcc.escambia	DK3MGB2	DK3MGB2	2016-05-05	rekohlheim	OptiPlex 3020M	Not Assigned	D						
ej-10748.bcc.escambia	DK2PGB2	DK2PGB2	2016-05-05	mjroth1	OptiPlex 3020M	Not Assigned	D						
ej-10757.bcc.escambia	DJZQGB2	DJZQGB2	2016-05-05	Pmsimmons	OptiPlex 3020M	Not Assigned	D						
ej-10790.bcc.escambia	DJRRGB2	DJRRGB2	2016-05-05	mlresmondo	OptiPlex 3020M	Not Assigned	D						
11100	J2461R1		9/15/2011				D						
ej-11116.bcc.escambia	BSLNBP1	BSLNBP1	2011-02-11	KDSTEELE	OptiPlex 980	Not Assigned	D						
ej-11450.bcc.escambia	6M0PMS1	Not Assigned	2015-06-27	prlawhorn	OptiPlex 790	Not Assigned	D						
ej-11484.bcc.escambia	GFJBWR1	Not Assigned	2015-06-27	lhicks	OptiPlex 790	Larry Hicks	D						
ej-10830.bcc.escambia	DJXLGB2	DJXLGB2	2016-05-05	whhallford	OptiPlex 3020M	Not Assigned	D						
ej-10759.bcc.escambia	DJRQGB2	DJRQGB2	2016-05-05	jdsuggs	OptiPlex 3020M	Not Assigned	D						
11138	J2561R1		9/15/2011				D						
11688	J5X15V1		9/21/2012				D						
ej-10770.bcc.escambia	DJZMGB2	DJZMGB2	2016-05-05	alfaunce	OptiPlex 3020M	Not Assigned	D						
ej-10162.bcc.escambia	BZJVNM1	BZJVNM1	2010-08-24	Wynonna	OptiPlex 780	Central Control	D						
ej-59446.bcc.escambia	6ZVZLS1	6ZVZLS1	2012-03-28	exacq_user	OptiPlex 790	Not Assigned	D						
ej-60636.bcc.escambia	3GC1BY1	3GC1BY1	2013-09-11	rewhiddon	OptiPlex 7010	Not Assigned	D						
10161			N/A			Central Control	D						
	725D5V1		1/29/2012			Central Control	D						
ej-10756.bcc.escambia	DJXNGB2	DJXNGB2	2016-05-05	cdvann	OptiPlex 3020M	Cindy D. Vann	D						
ej-61061.bcc.escambia	37NFD12	37NFD12	2014-05-14	slchildress	Latitude E5540	Shera L. Childress	D	M					
11672	HZB1PS1		5/4/2012				D						
ej-10713.bcc.escambia	DK4QGB2	DK4QGB2	2016-05-05	rebrown	OptiPlex 3020M	Not Assigned	D						
ej-11024.bcc.escambia	5Q5KHL2	5Q5KHL2	2017-09-26	sdjohnson	OptiPlex 5050	Not Assigned	D						
ej-11023.bcc.escambia	5Q4MHL2	5Q4MHL2	2017-09-26	trentsminger	OptiPlex 5050	Not Assigned	D						
ej-10194.bcc.escambia	CVD8LK1	CVD8LK1	2009-07-19	SLMILLER	Precision WorkStation T3500	Stacy Miller	D						
ej-10696.bcc.escambia	DK0NGB2	Not Assigned	2016-05-05	Infirmary	OptiPlex 3020M	Not Assigned	D						

ESCAMBIA COUNTY CORRECTIONS
COMPUTER AND LAPTOP LISTING
AS OF 5/20/2020

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L=LAPTOP
M=MONITOR

Machine Name	Service Tag	Org Serial Number	Acquisition Date	Last Logged In User	Product	User	Purchase		DESKTOP	22' MONITOR	13' TABLET	DOCK 13'	15' LAPTOP
									$ 681.73	$ 149.99	$ 905.22	$ 169.99	$ 958.23
ej-59448.bcc.escambia	6ZW5MS1	Not Assigned	2015-06-27	InfirmaryCameras	OptiPlex 790	Not Assigned	D						
ej-11185.bcc.escambia	HZF0PS1	Not Assigned	2012-05-04	repotter	OptiPlex 790	Not Assigned	D						
ej-58969.bcc.escambia	9CD2TN1	9CD2TN1	2010-12-03	yblizzard	Precision M6500	Yoshiko Blizzard	D						
ej-11031.bcc.escambia	BSKNBP1	BSKNBP1	2011-02-11	rnstearly	OptiPlex 980	Not Assigned	D						
ej-10566.bcc.escambia	DK0MGB2	DK0MGB2	2016-05-05	mcjohnson	OptiPlex 3020M	Not Assigned	D						
ej-11427.bcc.escambia	1RV8HX1	Not Assigned	2013-06-19	bebrown	OptiPlex 7010	Not Assigned	D						
ej-61268.bcc.escambia	4MC7H12	4MC7H12	2014-07-23	klhernandez	Latitude E5540	Not Assigned	D	M					
ej-10832.bcc.escambia	DJSRGB2	Not Assigned	2016-05-05	tmmiller	OptiPlex 3020M	Not Assigned	D						
ej-11021.bcc.escambia	5Q5HHL2	5Q5HHL2	2017-09-26	rtchapman	OptiPlex 5050	Not Assigned	D						
ej-11620.bcc.escambia	JXH8GV1	C4HHJX1	2013-06-01	kokyles	Latitude E5430 non-vPro	Kenneth O. Kyles	D	M					
ej-61289.bcc.escambia	D2C7H12	D2C7H12	2014-07-20	blhart	Latitude E5540	Bobby L. Hart	D	M					
ej-61060.bcc.escambia	1DNFD12	1DNFD12	2014-05-14	dkwilson	Latitude E5540	Donna K. Wilson	D	M					
ej-61260.bcc.escambia	1VB7H12	Not Assigned	2014-07-23	Rehankinson	Latitude E5540	Ronald E. Hankinson	D	M					
ej-61267.bcc.escambia	4DC7H12	4DC7H12	2014-07-23	slmumtzis	Latitude E5540	Not Assigned	D	M					
ej-61269.bcc.escambia	4QB7H12	4QB7H12	2014-07-23	awwest	Latitude E5540	Not Assigned	D	M					
ej-61272.bcc.escambia	6BC7H12	6BC7H12	2014-07-23	mglee	Latitude E5540	Alma Upchurch	D	M					
ej-61277.bcc.escambia	7ZB7H12	7ZB7H12	2014-07-23	mapowell	Latitude E5540	Not Assigned	D	M					
ej-61278.bcc.escambia	84C7H12	84C7H12	2014-07-23	ktsummerlin	Latitude E5540	Karl Summerlin	D	M					
ej-61279.bcc.escambia	86C7H12	86C7H12	2014-07-23	jestuckey	Latitude E5540	Not Assigned	D	M					
ej-61280.bcc.escambia	94C7H12	94C7H12	2014-07-23	dwbullion	Latitude E5540	Douglas W. Bullion	D	M					
ej-61291.bcc.escambia	DPB7H12	DPB7H12	2014-07-23	cjwatson	Latitude E5540	Conde Watson	D	M					
ej-61382.bcc.escambia	6V1BJ12	6V1BJ12	2014-08-21	kbgrant	Latitude E5540	Kevin Grant	D	M					
ej-11469.bcc.escambia	HZD0PS1	Not Assigned	2015-06-27	cyost	OptiPlex 790	Not Assigned	D						
ej-61257.bcc.escambia	1MB7H12	Not Assigned	2014-07-23	Dlkittrell	Latitude E5540	Not Assigned	D						
ej-61292.bcc.escambia	DRB7H12	DRB7H12	2014-07-23	jdevans	Latitude E5540	Not Assigned	D	M					
11154	HZFWNS1		5/4/2012				D						
61430			8/19/2014		E5540 Latitude	Mcghee	D						
ej-11022.bcc.escambia	5Q4NHL2	5Q4NHL2	2017-09-26	drkirk	OptiPlex 5050	Not Assigned	D						
ej-61043.bcc.escambia	JZPCXZ1	JZPCXZ1	2014-04-03	WTLEGGETT	Latitude E5540	Willie T. Leggett	D	M					
ej-61262.bcc.escambia	20C7H12	20C7H12	2014-07-23	RPBenjamin	Latitude E5540	Reginald P. Benjamin	D	M					
11685	6NMJ5V1		6/22/2012				D						
ej-10325.bcc.escambia	D5HQ1R1	D5HQ1R1	2011-09-20	csdriver	OptiPlex 790	Not Assigned	D						
ej-11470.bcc.escambia	6M0QMS1	Not Assigned	2015-06-27	jestuckey	OptiPlex 790	Not Assigned	D						
ej-10316.bcc.escambia	DH51KQ1	DH51KQ1	2011-06-24	declark	OptiPlex 780	Dorothy E. Clark	D						

ESCAMBIA COUNTY CORRECTIONS
COMPUTER AND LAPTOP LISTING
AS OF 5/20/2020

D=DESK TOP
L=LAPTOP
M=MONITOR

Machine Name	Service Tag	Org Serial Number	Acquisition Date	Last Logged In User	Product	User	Purchase		DESKTOP	22' MONITOR	13' TABLET	DOCK 13'	15' LAPTOP
									$ 681.73	$ 149.99	$ 905.22	$ 169.99	$ 958.23
ej-10152.bcc.escambia	JQP8NS1	JQP8NS1	2012-04-25	mlwatson	OptiPlex 790	Michael L. Watson	D						
ej-60309.bcc.escambia	4CKHJX1	4CKHJX1	2013-06-01	sbmadison	Latitude E5530 non-vPro	Sky B. Madison	D	M					
ej-61063.bcc.escambia	54PFD12	54PFD12	2014-05-14	anhicks	Latitude E5540	Not Assigned	D	M					
ej-61286.bcc.escambia	C3H7H12	C3H7H12	2014-07-23	TRCARTER	Latitude E5540	Tomeisha Carter	D	M					
ej-62866.bcc.escambia	B3VPGC2	B3VPGC2	2016-06-23	SAPARKER	Latitude E5570	Sean A. Parker	D	M					
ej-11109.bcc.escambia	BSMPBP1	BSMPBP1	2011-02-11	csmith	OptiPlex 980	Clara L. Smith	D						
ej-11143.bcc.escambia	7PGH65J	7PGH65J	2011-11-12	Cecraven	OptiPlex 390	Not Assigned	D						
ej-61283.bcc.escambia	BNB7H12	Not Assigned	2014-07-23	bloverson	Latitude E5540	Bonnie L. Overson	D	M					
ej-10214.bcc.escambia	D5GL1R1	D5GL1R1	2011-09-20	mbbrooks	OptiPlex 790	Mary B. Brooks	D						
ej-10098.bcc.escambia	57WFTV1	57WFTV1	2012-08-28	jrbennett	OptiPlex 790	Grenda J. Thomas	D						
11639	BW3K903		10/25/2019				D						
10635	DK8RGB2		5/5/2016				D						
11087	F55GPW1		12/19/2012			Road Crew	D						
11084	J2651R1		9/15/2011				D						
10318	DH5YJQ1		6/24/2011				D						
ej-10323.bcc.escambia	FFZVNM1	FFZVNM1	2010-08-25	mlwatson	OptiPlex 780	Not Assigned	D						
ej-60031.bcc.escambia	F6ZKVV1	F6ZKVV1	2012-09-24	rebrown	Latitude E5520	Will M. Bray	D	M					
ej-10319.bcc.escambia	D5FP1R1	Not Assigned	2015-06-27	awtravis	OptiPlex 790	Not Assigned	D						
ej-10754.bcc.escambia	DJRMGB2	DJRMGB2	2016-05-05	alreid	OptiPlex 3020M	Katelin L. Hallford	D						
ej-10693.bcc.escambia	DK1NGB2	DK1NGB2	2016-05-05	crhanson	OptiPlex 3020M	Cynthia R. Hanson	D						
ej-10747.bcc.escambia	DK1PGB2	DK1PGB2	2016-05-05	klhallford	OptiPlex 3020M	Tammy L. Gourley	D						
ej-10715.bcc.escambia	DK0SGB2	DK0SGB2	2016-05-05	jrbennett	OptiPlex 3020M	Not Assigned	D						
10321	D5HL1R1		9/20/2011				D						
ej-10164.bcc.escambia	C7S88V1	C7S88V1	2012-08-14	bamurphy	OptiPlex 390	Not Assigned	D						
ej-06494.bcc.escambia	9NSD8V1	9NSD8V1	2012-08-20	cjensen	OptiPlex 790	Holly K. Bullion	D						
ej-06504.bcc.escambia	9NSG8V1	9NSG8V1	2012-08-20	cjensen	OptiPlex 790	Not Assigned	D						

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									$ 681.73	$ 149.99	$ 905.22	$ 169.99	$ 958.23
ej-10831.bcc.escambia	DJVMGB2	Not Assigned	2016-05-05	smhankinson	OptiPlex 3020M	Not Assigned	D						
ej-61259.bcc.escambia	1SB7H12	1SB7H12	2014-07-23	jrlange	61258	Jeffrey R. Lange	D						
ej-61265.bcc.escambia	31C7H12	31C7H12	2014-07-23	cavanburen	Latitude E5540	Ronald S. Andrews	D						
10163	C7T68V1		N/A			Visitation	D						
ej-11016.bcc.escambia	4RYVTR1	4RYVTR1	2011-10-24	-	OptiPlex 990	Martin C. Wolff	D						
ej-11549.bcc.escambia	1QD9HX1	Not Assigned	2013-09-11	cjnerger	OptiPlex 7010	Not Assigned	D						
ej-11686.bcc.escambia	6NLD5V1	Not Assigned	2015-06-27	ggwallace	OptiPlex 790	Not Assigned	D						
ej-11689.bcc.escambia	72FB5V1	Not Assigned	2015-06-27	hagresham	OptiPlex 790	Not Assigned	D						
ej-10691.bcc.escambia	DK1SGB2	DK1SGB2	2016-05-05	gffisher	OptiPlex 3020M	Terence J. McCray	D						
ej-10692.bcc.escambia	DK4MGB2	DK4MGB2	2016-05-05	Dlkittrell	OptiPlex 3020M	Not Assigned	D						
ej-11017.bcc.escambia	5Q5JHL2	5Q5JHL2	2017-09-26	jsstoutrondeau	OptiPlex 5050	Not Assigned	D						
11651	BW3L903		10/25/2019				D						
							119	32	$ 81,125.87	$4,799.68			
ej-62491.bcc.escambia	276FG72	276FG72	2016-01-01	daparazine	Latitude E5550	Dustin A. Parazine	L						
ec-60319.bcc.escambia	66PHJX1	66PHJX1	2013-06-01	tmmiller	Latitude E5530 non-vPro	Jerry L. Champion	L						
ej-63306.bcc.escambia	044505364853	044505364853	2014-04-01	gsnash	Surface Pro 4	Gregory "Scott" Nash	L						
ej-61264.bcc.escambia	2YB7H12	Not Assigned	2014-07-23	wrjefferis	Latitude E5540	Walter R. Jefferis	L						
ej-61296.bcc.escambia	FPB7H12	FPB7H12	2014-07-23	jhmerritt	Latitude E5540	James H. Merritt	L						
ej-61263.bcc.escambia	2NC7H12	2NC7H12	2014-07-23	sphankins	Latitude E5540	Shawn P. Hankins	L						
61067	8HPFD12		5/16/2014		E5540 Latitude	Barry Owens	L						
ej-61276.bcc.escambia	7PB7H12	7PB7H12	2014-07-23	hsreid	Latitude E5540	Not Assigned	L						
ej-61293.bcc.escambia	DXB7H12	DXB7H12	2014-07-23	wjmabry	Latitude E5540	William Mabry	L						
62534	003634553753		1/15/2016		Surface Pro 4	TRT/SIU	L						
ej-60035.bcc.escambia	F75JVV1	F75JVV1	2012-09-24	jawalker	Latitude E5520	Jason Walker	L						
ej-61062.bcc.escambia	4FNFD12	4FNFD12	2014-05-14	AEHARVEY	Latitude E5540	Ashley E. Harvey	L						
ej-61282.bcc.escambia	B6C7H12	B6C7H12	2014-07-23	cjwhitmore	Latitude E5540	Cathy J. Whitmore	L						
ej-61261.bcc.escambia	1XB7H12	1XB7H12	2014-07-23	Training	Latitude E5540	Not Assigned	L						
							14					$ 2,379.86	$ 13,415.22

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ESCAMBIA COUNTY CORRECTIONS
COMPUTER AND LAPTOP LISTING
AS OF 5/20/2020

D=DESK TOP
L=LAPTOP
M=MONITOR

Machine Name	Service Tag	Org Serial Number	Acquisition Date	Last Logged In User	Product	User	Purchase		DESKTOP	22' MONITOR	13' TABLET	DOCK 13'	15' LAPTOP
									$ 681.73	$ 149.99	$ 905.22	$ 169.99	$ 958.23
ej-11641.bcc.escambia_old	7N43JS1	Not Assigned	2015-06-27	-	OptiPlex 790	Carla E. Hardy	D						
ej-11110.bcc.escambia	BSJQBP1	Not Assigned	2011-02-11	kjbrockman	OptiPlex 980	Not Assigned	D						
ej-10196.bcc.escambia	JSQTJG1	JSQTJG1	2009-04-08	TCENGLISH	OptiPlex 760	Not Assigned	D						
11634	8T68BZ2		9/28/2019				D						
ej-10697.bcc.escambia	DK4LGB2	DK4LGB2	2016-05-05	tmthomas	OptiPlex 3020M	Tinisha M. Thomas	D						
ej-10753.bcc.escambia	DJZPGB2	DJZPGB2	2016-05-05	TLRAULSTON	OptiPlex 3020M	Tara L. Raulston	D						
ej-10704.bcc.escambia	DK3SGB2	DK3SGB2	2016-05-05	ARBOHNER	OptiPlex 3020M	Not Assigned	D						
ej-10205.bcc.escambia	9NTH8V1	9NTH8V1	2012-08-20	teward	OptiPlex 790	Taryn E. Ward	D						
ec-11415.bcc.escambia	1R67HX1	Not Assigned	2013-06-19	bkbrown	OptiPlex 7010	Not Assigned	D						
ej-10775.bcc.escambia	DJWQGB2	DJWQGB2	2016-05-05	RAPRESLEY	OptiPlex 3020M	Not Assigned	D						
ej-11033.bcc.escambia	4RYWTR1	4RYWTR1	2011-10-24	dmquintana	OptiPlex 990	Debra M. Quintana	D						
ej-61302.bcc.escambia	HNB7H12	HNB7H12	2014-07-23	alpurington	Latitude E5540	Andrea L. Purington	D	M					
ej-61303.bcc.escambia	J5C7H12	J5C7H12	2014-07-23	arrandle	Latitude E5540	Brock K. Brown	D	M					
ej-61301.bcc.escambia	HMB7H12	HMB7H12	2014-07-23	ARRANDLE	Latitude E5540	Nathan Vanmeter	D	M					
ej-11666.bcc.escambia	7NC6JS1	Not Assigned	2015-06-27	bkbrown	OptiPlex 790	Not Assigned	D						
ej-61089.bcc.escambia	G36JD12	Not Assigned	2014-05-22	slgodwin	Latitude E5540	Not Assigned	D	M					
ej-10760.bcc.escambia	DJYNGB2	DJYNGB2	2016-05-05	lemorris1	OptiPlex 3020M	David P. Walker	D						
ej-11429.bcc.escambia	8HQXSR1	Not Assigned	2015-06-27	mjwelch	OptiPlex 790	Michael J. Welch	D						
ej-60302.bcc.escambia	46KHJX1	46KHJX1	2013-05-22	SMSARTES	Latitude E5530 non-vPro	Stephenia M. Sartes	D	M					
ej-10324.bcc.escambia	D5JD1R1	D5JD1R1	2011-09-20	LRROBINSON	OptiPlex 790	Not Assigned	D						
ej-10151.bcc.escambia	JQNCNS1	JQNCNS1	2012-04-25	rafindlayter	OptiPlex 790	Tineshia Y. Lovely	D						
ej-11164.bcc.escambia	HZ8WNS1	Not Assigned	2012-05-04	gdmiesel	OptiPlex 790	Not Assigned	D						
ej-10625.bcc.escambia	DK8SGB2	DK8SGB2	2016-05-05	eghiggins	OptiPlex 3020M	Becky D. DeLapp	D						
ej-10629.bcc.escambia	DK7LGB2	DK7LGB2	2016-05-05	saedwards	OptiPlex 3020M	Tracy M. Eline	D						
ej-11551.bcc.escambia	HZ9SNS1	8VSCDK1	2009-09-16	tyfrye	OptiPlex 790	Tracy Y. Frye	D						
ej-10201.bcc.escambia	D5HP1R1	Not Assigned	2011-09-20	Mjklee	OptiPlex 790	Not Assigned	D						
ej-11106.bcc.escambia	C4VLYV1	C4VLYV1	2012-11-21	kmhaynes	OptiPlex 9010 AIO	Not Assigned	D						
ej-11471.bcc.escambia	7NB3JS1	Not Assigned	2015-06-27	cmking	OptiPlex 790	Carla M. King	D						
ej-10788.bcc.escambia	DJWRGB2	Not Assigned	2016-05-05	lnosborn	OptiPlex 3020M	Not Assigned	D						
ec-60082.bcc.escambia	F79HVV1	F79HVV1	2012-09-24	lamorse	Latitude E5520	Not Assigned	D	M					

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									$ 681.73	$ 149.99	$ 905.22	$ 169.99	$ 958.23
ej-61300.bcc.escambia	H1C7H12	H1C7H12	2014-07-23	tmeline	Latitude E5540	Not Assigned	D	M					
							31	7	$ 21,133.63	$1,049.93			
ej-11165.bcc.escambia	HZ8TNS1	Not Assigned	2012-05-04	cehardy	OptiPlex 790	Not Assigned	L						
ej-61304.bcc.escambia	J9C7H12	J9C7H12	2014-07-23	cehardy	Latitude E5540	Not Assigned	L						
60313	6JLHLX1		6/4/2013		E5540 Latitude		L						
ej-10952.bcc.escambia	26XX6H2	26XX6H2	2017-07-19	JMZINTER	Latitude 5285	Jennifer M. Zinter	L						
ej-61385.bcc.escambia	CD2BJ12	CD2BJ12	2014-08-21	alburgess	Latitude E5540	Allison L. Burgess	L						
ej-61383.bcc.escambia	972BJ12	972BJ12	2014-08-21	cegardner	Latitude E5540	Charlette Gardner	L						
ej-61271.bcc.escambia	62C7H12	62C7H12	2014-07-20	jlgreenwaldt	Latitude E5540	John L. Greenwaldt	L						
ec-60051.bcc.escambia	F6LMVV1	F6LMVV1	2012-09-24	nrgraham	Latitude E5520	Nicole R. Graham	L						
							8					$ 1,359.92	$ 7,665.84
ec-10773.bcc.escambia	DJXMGB2	DJXMGB2	2016-05-05	jmnovitzky	OptiPlex 3020M	Jonathan M. Novitzky	D						
ec-10752.bcc.escambia	DJYRGB2	DJYRGB2	2016-05-05	grharris1	OptiPlex 3020M	Vacant	D						
ec-10767.bcc.escambia	DJWNGB2	DJWNGB2	2016-05-05	SAMOORER	OptiPlex 3020M	Shirley A. Moorer	D						
ej-10789.bcc.escambia	DJSMGB2	DJSMGB2	2016-05-05	SDFOUNTAIN	OptiPlex 3020M	Shantel D Fountain	D						
ec-10785.bcc.escambia	DJXPGB2	DJXPGB2	2016-05-05	rewhite	OptiPlex 3020M	Rhonda White	D						
ec-10786.bcc.escambia	DJZRGB2	DJZRGB2	2016-05-05	KDCHARLES	OptiPlex 3020M	Katherine D. Charles	D						
ec-10688.bcc.escambia	DK9RGB2	Not Assigned	2016-05-05	RMRATLIF	OptiPlex 3020M	Regina M. Ratliff	D						
10652	DK7RGB2		5/5/2016		Optiplex	Linnette	D						
ec-10646.bcc.escambia	DKCLGB2	DKCLGB2	2016-05-05	BWCHESTE	OptiPlex 3020M	Burton W. Chesterfield	D						
ec-10751.bcc.escambia	DJYMGB2	DJYMGB2	2016-05-05	grharris1	OptiPlex 3020M	Vacant	D						
							10		$ 6,817.30				
ec-63318.bcc.escambia	23FN0G2	23FN0G2	2017-05-02	Court	Latitude 5580	Not Assigned	L						
							1					$ 169.99	$ 958.23
ec-11622.bcc.escambia	HWH8GV1	Not Assigned	2013-06-01	slcremea	Latitude E5430 non-vPro	Stacey L. Cremeans	D	M					

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									$ 681.73	$ 149.99	$ 905.22	$ 169.99	$ 958.23
ec-59746.bcc.escambia	71HGBT1	71HGBT1	2012-06-24	CLGOLDSMITH	Latitude E5520	Chauntray Goldsmith	D	M					
ec-11485.bcc.escambia	6M3MMS1	Not Assigned	2015-06-27	cakye	OptiPlex 790	Charles A. Kye	D						
ec-10706.bcc.escambia	DK1RGB2	DK1RGB2	2016-05-05	pdnewton	OptiPlex 3020M	Priscilla D. Newton							
ec-10703.bcc.escambia	DK3NGB2	DK3NGB2	2016-05-05	GDSANDERS	OptiPlex 3020M	Glenna D. Sanders	D	M					
ec-10705.bcc.escambia	DK3PGB2	DK3PGB2	2016-05-05	SCJOHNSON	OptiPlex 3020M	Si'Miah C. Johnson	D						
ec-10776.bcc.escambia	DJSPGB2	DJSPGB2	2016-05-05	sabecker	OptiPlex 3020M	Phyllis K. Crans	D						
ec-59740.bcc.escambia	71GGBT1	71GGBT1	2012-06-22	dahale	Latitude E5520	Demeturis A. Hale	D	M					
ec-59741.bcc.escambia	71GJBT1	71GJBT1	2012-06-22	MMHARRIS	Latitude E5520	Mary M. Harris	D	M					
ec-59747.bcc.escambia	71HJBT1	71HJBT1	2012-06-22	TLREEVES	Latitude E5520	Thelma L. Reeves	D	M					
ec-59737.bcc.escambia	71FMBT1	71FMBT1	2012-06-24	skwalker	Latitude E5520	Stephanie K. Walker	D	M					
ec-59743.bcc.escambia	71GMBT1	71GMBT1	2012-06-24	MJMCLELL	Latitude E5520	Mary J. McLellan	D	M					
ec-59753.bcc.escambia	71JJBT1	71JJBT1	2012-06-24	mpdwyer	Latitude E5520	Michael P. Dwyer	D	M					
ec-59744.bcc.escambia	71GNBT1	71GNBT1	2012-06-24	PVLATSON	Latitude E5520	Priscilla V. Latson	D	M					
ec-60329.bcc.escambia	BKLHJX1	BKLHJX1	2013-06-01	swblaydes	Latitude E5530 non-vPro	Spencer W. Blaydes	D	M					
ej-61297.bcc.escambia	GVB7H12	GVB7H12	2014-07-23	RWIGGINS	Latitude E5540	Rodney Wiggins	D	M					
10687	DK9QGB2		5/5/2016			Tiffany Pierce	D						
							16	12	$ 10,907.68	$1,799.88			
ej-60023.bcc.escambia	F6GKVV1	F6GKVV1	2012-09-24	JADILLARD	Latitude E5520	John A. Dillard	L						
ec-59456.bcc.escambia	7RXQBS1	7RXQBS1	2012-04-02	AMMEEKS	Latitude E6520	Angella M. Meeks	L						
ec-59777.bcc.escambia	71NNBT1	71NNBT1	2012-06-22	JWMORREL	Latitude E5520	Justin W. Morrell	L						
ec-62249.bcc.escambia	002927151653	002927151653	2014-04-01	Pretrial Release Mgr	Surface Pro 3	Pretrial Release Mgr	L						
54767	CZW9H91		2/22/2006		Lattitude D510	PTD Court	L						
11637	8T65BZ2		9/28/2019		Optiplex	Rita Spencer	L						
							6					$ 1,019.94	$ 5,749.38

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									$ 681.73	$ 149.99	$ 905.22	$ 169.99	$ 958.23
ej-58945.bcc.escambia	7YJNWM1	7YJNWM1	2010-11-02	WLMEACHAM	Latitude E5510	William L Meacham	D	M					
ej-11086.bcc.escambia	4Q7YJS1	Not Assigned	2012-02-15	ECRP	OptiPlex 390	Not Assigned	D						
ec-60089.bcc.escambia	F7HHVV1	F7HHVV1	2012-09-24	BHLEE	Latitude E5520	Brenda H. Lee	D						
ec-60090.bcc.escambia	F7KLVV1	F7KLVV1	2012-09-24	CMKNAPP	Latitude E5520	Candace M Knapp	D						
ec-11488.bcc.escambia	7NC7JS1	Not Assigned	2015-06-27	cmbutler	OptiPlex 790	Not Assigned	D	M					
ec-10779.bcc.escambia	DJWPGB2	DJWPGB2	2016-05-05	KGILBERT	OptiPlex 3020M	Not Assigned	D	M					
							6	3	$ 4,090.38	$ 449.97			
ec-10709.bcc.escambia	DK1MGB2	DK1MGB2	2016-05-05	employee	OptiPlex 3020M	Not Assigned	L						
ej-62867.bcc.escambia	CFNPGC2	CFNPGC2	2016-06-23	SATURNER	Latitude E5570	Bobby G. Cox	L						
							2					$ 339.98	$ 1,916.46
New Computers for RCO							D	M					
New Computers for RCO							D	M					
New Computers for RCO							D	M					
New Computers for RCO							D	M					
New Monitor for Lobby - Powells								M					
							4	5	$ 2,726.92	$ 749.95			
									$ 126,801.78	$8,849.41	$ -	$ 6,629.61	$ 37,370.97
							39						
							186		225				$ 179,651.77
							59						
ec-10769.bcc.escambia	DJTQGB2	DJTQGB2	2016-05-05	cddowd	OptiPlex 3020M	Student							

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From: Mike Puentes
To: Donna L. Brewton
Subject: FW: [EXTERNAL]Dell Computer - Saved Quote Information -3000063060335
Date: Friday, June 12, 2020 7:29:59 AM
Attachments: image003.png

New quote same numbers.

Miguel "Mike" Puentes
Escambia County Service Delivery Coordinator
Phone 850-595-0833 Mobile 850-503-1197

IT Support Tip
Register for account unlock and password reset at https://ssp.myescambia.com
How To Guide:
https://ssp.myescambia.com/help/user-guide/How-to-Unlock.html

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From: Dell (please do not reply) <automated_email@dell.com> **On Behalf Of** Dell Inc.
Sent: Friday, June 12, 2020 7:27 AM
To: Mike Puentes <mepuentes@myescambia.com>
Subject: [EXTERNAL]Dell Computer - Saved Quote Information -3000063060335

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

You have saved an eQuote 3000063060335

An eQuote is now saved in your Dell Online Store.
This will be held for 30 days and will expire on 07/12/2020

Your eQuote has been sent to:
Emailed to: mepuentes@myescambia.com
mepuentes@myescambia.com

To retrieve this eQuote
Login to Premier
Sign in to Escambia County NASPO ValuePoint 43211500-WSCA-15-ACS / WN08AGW
Click on "Quotes" in the top menu bar and search for eQuote number 3000063060335

eQuote Name	Main Jail Exact #2
Saved By	mepuentes@myescambia.com
eQuote Description	

Authorized Buyer	
Notes/Comments	
Account Name	Escambia County NASPO ValuePoint 43211500-WSCA-15-ACS / WN08AGW
Contract Code	C000000010853
Optional resellers	Dell Only - Contract Code 41609
Please Select Vendor	Dell Inc
Contract Codes Info	41609
Type of Request	Standards (hardware,software)
FL State Contract Number	250-000-03-1
Minority Vendor Included	No
Vendor Selection	Experience

Shipping Info

BOCC IT
221 S PALAFOX PL
STE 210
PENSACOLA, FL 32502-5835
(850) 595-4990

Billing Info

PAYABLE ACCOUNTS
221 PALAFOX PL
STE 140
PENSACOLA, FL 32502-5843

eQuote Summary

Description	Quantity	Unit Price	Subtotal
Dell 22" Monitor-P2219H-3000054430879	**59**	**$149.99**	**$8,849.41**
Dell Dock-WD19- 3390 dock -3000054431241.1	**39**	**$169.99**	**$6,629.61**
OptiPlex 3070 Desktop 3000060359563	**186**	**$650.09**	**$120,916.74**
Dell Wireless Desktop Keyboard and Mouse KM636 - Black	**186**	**$31.64**	**$5,885.04**
Dell Latitude 5500 Laptop 3000054758387	**39**	**$926.59**	**$36,137.01**
Dell Wireless Desktop Keyboard and Mouse KM636 - Black	**39**	**$31.64**	**$1,233.96**
		Non Taxable Amount	$179,651.77

eQuote Subtotal	$179,651.77
Shipping*	$0.00
Shipping Discount*	$0.00

eQuote Total* **$179,651.77**

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

eQuote Details

Description	Quantity	Price
rcrc964372-5502345 | Dell 22" Monitor-P2219H-3000054430879	**59**	**$8,849.41**

Module	Description	Product Code	Sku	ID
Dell 22 Monitor - P2219H	Dell 22 Monitor - P2219H	GGQSDJ8	[210-AQBK]	1
Hardware Support Services	3 Years Advanced Exchange Service	G0N1BI5	[814-9381] [814-9382]	29

Description	Quantity	Price
rcrc964372-5502055 | Dell Dock-WD19- 3390 dock -3000054431241.1	**39**	**$6,629.61**

Module	Description	Product Code	Sku	ID
Base	Dell Dock- WD19 90 PD	GGM8K4Q	[210-ARIO]	1
Hardware Support Services	3 Years Advanced Exchange Service	GBCO196	[824-3993] [824-3984]	29

Description	Quantity	Price
rcrc964372-5604891 | OptiPlex 3070 Desktop 3000060359563	**186**	**$120,916.74**

Module	Description	Product Code	Sku	ID
OptiPlex 3070 SFF	OptiPlex 3070 SFF XCTO	GJQUF90	[210-ASDZ]	1
Processor	Intel Core™ i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	GGDQJ90	[338-BNZU]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	GF48XA1	[619-AHKN]	11
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
Microsoft Office	Microsoft Office 30 Day Trial	GC7OFJV	[658-BCSB]	1002
Memory	8GB 1X8GB 2666MHz DDR4 Memory	GFNRQ2B	[370-AEBK]	3
Hard Drive	M.2 128GB PCIe NVMe Class 35 Solid State Drive	G7O0KN2	[400-BEUQ] [773-BBBC] [412-AAQT]	8
Additional Hard Drive	No Additional Hard Drive	G780XKR	[401-AANH]	637
Video Card	Intel® Integrated Graphics	GZQDA24	[490-BBFG]	6
Chassis Options	OptiPlex 3070 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	G90OYRW	[329-BEJV]	116
Power Cord	System Power Cord (US)	GA5894N	[450-AAOJ]	20
Optical Drive	8x DVD+/-RW 9.5mm Optical Disk Drive	GTRXE5A	[429-ABFH] [325-BCXP]	16
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	GWNM30Y	[658-BBTV]	597
Additional Storage Devices - Media Reader	No Media Card Reader Selected	GW2K1D6	[379-BBHM]	10
Wireless	No Wireless LAN Card	GE7Y41P	[555-BBFO]	19
Wireless Driver	No Wireless Driver	GQMKF4C	[340-AFMQ]	7
Chassis Intrusion Switch	Chassis Intrusion Switch - SFF	GA6RJ41	[461-AAEE]	289
Stands and Mounts	No Stand Option	GJO5ZSE	[575-BBBI]	558
Adapter	No Additional Cable	GIX0L8M	[379-BBCY]	592
Serial Port Adapter	No Parallel or Serial Port	GVEYOQ7	[492-BBFF]	698
Keyboard	No Keyboard Selected	GXJ4HE7	[580-AABG]	4
Mouse	No Mouse Selected	GKJD14Q	[570-AAAF]	12
Back Cover	No Cable Cover	GDT2C7Z	[325-BCZQ]	376
External Speakers	No External Speaker	GTNM7E2	[817-BBBC]	200095
Software Stack	Windows 10 Non-Embedded 3070	GY6SWFJ	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BEOK] [658-BEGX]	1003
Operating System Recovery Options	Recovery USB Media Not Included	GBZV8U6	[620-AAOH]	200013
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
Documentation	Safety, Environmental, and Regulatory Information (English/French/Multi-language)	G7RB0GY	[340-AGIK]	21
System Monitoring Options	Dell Watchdog Timer	GEL8NA2	[379-BDLB]	39
Placemat	Quick Setup Guide 3070 Small Form Factor	G1SRM83	[340-CMOE]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
EAN/UPC Label	No UPC Label	G8WGTYN	[389-BCGW]	292
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	[329-BBJL]	297
Shipping Material	Ship Material for Optiplex SFF	GOK7N04	[340-CDWZ] [389-BBUU]	465

Label	SFF: EPA Regulatory LBL for Mexico	G52RS7P	[389-DQPX]	676
CompuTrace Offerings	No Computrace	GO1F2XY	[461-AABF]	697
Hard Drive Cables and Brackets	M.2 Caddy	GGPQ1ML	[575-BBKX]	705
Processor Label	Intel® Core™ i5 Processor Label	GS8CVPI	[389-CGBB]	749
Transportation from ODM to region	Standard shipment	GQT8IGC	[800-BBIO]	200080
Systems Management	No Out-of-Band Systems Management	G128X6A	[631-ACDC]	49
Additional Video Ports	Optional DisplayPort for SFF	GLB9XPI	[382-BBFT]	495
Add-in Cards	No Additional Add In Cards	GNV4J7Q	[382-BBHX]	583
Optane	No Optane	GGALRD0	[400-BFPO]	200304
Image Restore	No Dell Backup and Recovery software	GW2ESA7	[637-AAAM]	200076
Configuration Type	Custom Configuration	NOFGA	[817-BBBB]	572
Protect Your New PC	No Security Software	NOSS	[650-AAAM]	1014
Hardware Support Services	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD3	[803-8583] [803-8590]	29

Dell Wireless Desktop Keyboard and Mouse KM636 - Black
Sku [580-ADTY]

186

$5,885.04

rcrc964372-5506907 | Dell Latitude 5500 Laptop 3000054758387

39

$36,137.01

Module	Description	Product Code	Sku	ID
Dell Latitude 5500	Latitude 5500 BTX Base	G0FZOX9	[210-ARXH]	1
Processor	8th Generation Intel® Core™ I5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W,vPro-capable)	GBQTD04	[379-BDLC]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	GF48XA1	[619-AHKN]	11
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
Office Productivity Software	Microsoft Office 30 Day Trial	GC7OFJV	[658-BCSB]	1002
Graphics	Intel® Core™ i5-8365U Processor with Integrated Intel® UHD 620 Graphics	G82YWUT	[338-BRKT]	149
Systems Management	Intel® vPro Active Management Technology (for vPro CPU, vPro Capable)	GYWNR6I	[631-ACBI]	49
2400MHz Memory	8GB, 1x8GB, DDR4 Non-ECC	G186L29	[370-AECX]	3
Hard Drive	M.2 128GB PCIe NVMe Class 35 Solid State Drive	GTDJP7Y	[400-BDXO]	8
LCD	15.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN/WWAN Capable	GKPYIG1	[391-BEJB]	760
PalmRest	Dual Pointing, Touch Fingerprint Reader, Displayport over USB Type-C	GEMITD3	[346-BFLJ]	55

Keyboard	Dual Pointing US English Keyboard Backlit with 10 Key Numeric Keypad	GY5DTQV	[583-BFBO]	4
Wireless Driver	Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	GCYWE2D	[555-BEUN]	7
Wireless	Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	GVQ9RKX	[555-BEDV]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	4 Cell 68Whr ExpressChargeTM Capable Battery	GRT6GM2	[451-BCIP]	112
AC Adapter	65W AC Adapter, 7.4mm Barrel	GK5TJ8A	[492-BBXF]	1015
Protect your new PC	No Anti-Virus Software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E5 US Power Cord	GPGC259	[450-AAEJ]	20
Placemat	Setup and Features Guide	G46GDKH	[340-CMFK]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Documentation	Safety, Environmental, and Regulatory Information (English/French/Multi-language)	G7RB0GY	[340-AGIK]	21
Configuration Type	5500_1HFY20_013/US/CA/BTS	FG0005	[998-DLRE]	572
Label	Regulatory Label, FCC	GL7DVE2	[389-DPGZ]	676
Dell Application Software	Additional System Software for Win OS	GMUEDN4	[658-BDVK] [658-BEGF] [658-BCUV] [658-BBMR] [640-BBLW] [525-BBCL] [658-BBRB]	1003
Shipping Material	Smart Select MIN SHIP (DAO/BCC)	GBOIQE4	[340-CMEP] [340-AAPP]	465
Processor Label	Intel® Core™ i5 Processor Label for Vpro	GI7DK6Y	[389-CGJO]	749
TAA	No TAA	GUSA19Y	[340-ACQQ]	97
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Resource Media	No Resource Media	G5KFAU6	[430-XXYG]	50
ENERGY STAR	ENERGY STAR Qualified	GFORS60	[387-BBNO]	122
Transportation from ODM to region	Smart Selection Shipment (S)	G7V9AUK	[800-BBQI]	200080
EAN/UPC Labels	POD Label	G2J0EF6	[389-BKKL]	292
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Chassis Options	Latitude 5500 bottom door	G52UEWB	[321-BELH]	116
Hardware Support Services	3 Years Hardware Warranty with Onsite/In-Home Service after Remote Diagnosis	NBD3	[975-3461] [997-8317] [997-8328] [997-8332]	29

Dell Wireless Desktop Keyboard and Mouse KM636 - Black
Sku [580-ADTY]

39 **$1,233.96**

Non Taxable Amount $179,651.77

eQuote Subtotal	$179,651.77
Shipping*	$0.00
Shipping Discount*	$0.00

eQuote Total* **$179,651.77**

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18054 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Purchase Order to David H. Griffin, LLC for SHIP Housing Rehabilitation at 1506 Blossom Trail
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order to David H. Griffin Enterprises, LLC, for State Housing Initiatives Partnership Housing Rehabilitation at 1506 Blossom Trail - Clara Long, Neighborhood & Human Services Director

That the Board ratify the County Administrator's signature concerning Purchase Order to David H. Griffin, LLC, concerning State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Project at 1506 Blossom Trail for $29,450 (original bid price of $22,000, plus Change Order of $7450).

[Funding: Fund 120/2018 SHIP, Cost Center 370205]

BACKGROUND:

The State Housing Initiatives Partnership (SHIP) Program provides funding for housing rehabilitation for low income homeowners. On March 6, 2020, the Neighborhood Enterprise Division solicited sealed bids via Vendor Registry for moderate housing rehabilitation for 1506 Blossom Trail. Repairs to be performed include new roof installation, installation of new water heater, tie-in of kitchen plumbing to septic system, exterior door replacement, egress windows, and exterior repairs to remove rotten and missing cornice, fascia, and soffits. Four contractors attended the pre-bid conference and three sealed bids were received (see Exhibit I for bid tabulation). A Contract (Exhibit II) dated April 22, 2020, was awarded to David H. Griffin Enterprises, LLC, in the amount of $22,000, with a Notice to Proceed date of May 6, 2020. The homeowner moved out of her home in order for work to be done on the property. After the start of the job, damage was uncovered which required a Change Order (Exhibit III), in the amount of $7,450, to bring the job total to $29,450. The work change includes replacing all the

decking on the roof since it was discovered that all the existing roof decking was deteriorated, as well as replacement of all gas lines from the meter to all gas appliances in the house, since the existing gas lines would not meet pressure test per code. As the work was originally scheduled to be complete on June 5, a request was made to County Administration and Purchasing to approve the additional work and the Purchase Order and bring the item to the Board for ratification at the next Board meeting instead of placing a stop work on the project until the item could be approved by the Board, which would keep the homeowner out of her home for a longer period, and possibly cause damage to the home if the roof had remained open.

BUDGETARY IMPACT:

Funding is available in Fund 120/2018 SHIP, Cost Center 370205.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The project will be completed by the Neighborhood Enterprise Division.

Attachments

Ex I-Bid Tab 1506 Blossom Trail
Ex II-1506 Blossom SHIP Contract
Ex III-1506 Blossom Change Order

Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation

Bid Opening Date: 03/23/20
Bid Opening Time: 2:30 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED S-R-2020-4
Solicitation Name: NED SHIP Single Family Housing Repair Project for 1506 Blossom Trail

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
Design Homebuilders	$28,200	N/A	N/A	N/A
David Griffin Enterprises	$22,000			
Mike Motes Builders	$29,900			

Bids Opened By: George Bell, NED
Bids Witnessed By: Christine Crespo, NED; Sean Webster, NED

Neighborhood Enterprise Division recommends award of contract to David Griffin Enterprises, LLC for a base bid of $22,000.00.

Status: Awarded
BCC Meeting Date: N/A

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Dorothy Mae Marshall (hereinafter referred to as "Owner"), and David H. Griffin Enterprises, LLC (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 1506 Blossom Trail, Pensacola, Florida 32505 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of $22,000.00 (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion

of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

All 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.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved. Contractor may also be liable for Owner's moving and storage damages, if applicable.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. **Reports.** Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. **Defective Work.** Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop

the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand

against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or

delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County,

NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. **Insurance.** The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If 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.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT,

EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the

Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. **Assignment.** 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.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Dorothy Mae Marshall	David H. Griffin Enterprises, LLC
Neighborhood Enterprise Division	1506 Blossom Trail	2176 Bumpy Road
221 Palafox Place, Suite 200	Pensacola, FL 32505	Cantonment, FL 32533
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 35. **Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. **Authority**. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:** Dorothy Mae Marshall
Firm Name, Address, City, State, Zip: David H. Griffin Enterprises, LLC 2176 Bumpy Road Cantonment, Florida 32533	**Name, Address, City, State, Zip:** Dorothy Mae Marshall 1506 Blossom Trail Pensacola, Florida 32505
FL and County License No.: RB29003645	
Witness: **Witness:** Derrick Williams	**Witness:** Derrick Williams **Witness:**
Date of Bid: 3/23/20	**Date of Acceptance:** 4/22/20

ESCAMBIA COUNTY, FLORIDA:

Witness: Sharon Ritter

Witness: Lois DeBardeleben

By: Janice P. Gilley
Janice P. Gilley, County Administrator

Date: 4-21-20

Exhibit A

SHIP HOUSING REPAIR
ESCAMBIA COUNTY

OWNER:	Dorothy Mae Marshall	**JOB #:**	NED S-R-2020-4
ADDRESS:	1506 Blossom Trail	**DATE PREPARED:**	03/03/2020
	Pensacola, Florida 32505	**OPENING DATE:**	03/06/2020
PHONE:	850-484-8842	**CLOSING DATE:**	03/20/2020
		CLOSING TIME:	12:00 noon

I/(we) certify that I/(we) have carefully examined the Housing Repair Specifications and Contractor Requirements related to the above referenced job, as furnished by Escambia County, and I/(we) have also examined the site on which the proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional, workmanship manner and to complete the work at the prices listed.

_____ CONTRACTOR'S SIGNATURE

_____ TITLE

BID OPENING DATE: _____ _____ FIRM

☐ ACCEPTED ☐ REJECTED

_____ FIRM PHONE NUMBER

_____
BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS AND INSPECTIONS: Plumbing, Siding, Doors and Roof

All measurements are for reference only and should be confirmed by the bidder

<u>Mandatory on Site</u> Pre-Bid Conference: Friday, March 13, 2020 at 8:30 a.m.

INSTRUCTIONS TO BIDDERS

Submit COVER SHEET AND ALL NUMBERED PAGES OF SPECIFICATIONS with signature of Contractor and bid price in ink. Specifications in pencil will be rejected. Bids must be in a sealed envelope and hand-delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502 office by 12:00 noon at the closing date specified. NO email or fax submissions will be accepted.

The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Bids $25,000 or over must be approved by the Board of County Commissioners prior to award of contract. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under "miscellaneous." Non-compliance will result in rejection of bid.

All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER'S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor's use during the rehabilitation period.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner's trash and/or discarded belongings or furnishings.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids $15,000.00 and under. For bids over $15,000.00, contractor will be eligible for a 40% draw once all required permit applications are in place and 50% of the work is completed as determined by the itemized costs for the job.

The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

- Completion of Write-Up
- Inspection/Sign-off by Building Inspections and/or Health Department
- Acceptance by the Homeowner (Homeowner's Release & Warranty)
- Warranty Paper provided to the Homeowner
- Premises free from all construction debris
- Submission of RRP Checklist Form & Contractor's Final Affidavit
- Original Invoice from Contractor
- Surety's Consent to Final Payment if applicable

COMPLETION DATE

There is a Thirty (30) day time limit on each rehabilitation job. For every day worked in excess of the Thirty day contract period, a FIFTY DOLLAR ($50.00) per day penalty will be assessed.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION

HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

*Current W9 (less than one year old).
*County Vendor Information sheet (less than one year old).
*Worker's Compensation as required by State Law **OR** exemption form.
*Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
*Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at $25,000 or higher, 100% Performance and Payment Bonds will be required.**
Performance and Payment Bond format will be provided.
Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[http://www.myescambia.com/business/purchasing-policies-and-procedures]

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:
*Contractor may not be federally debarred from participating in programs as per **www.sam.gov**
*State registered or State Certified Contractor License
*Escambia County Competency Board License
*Escambia County Business/Occupational License
*EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

SHIP Housing Repair Program Specifications
Dorothy Mae Marshall
1506 Blossom Trail
Pensacola, FL 32505
PAGE 1

GENERAL:
- The subject Housing Unit was built prior to 1978 and therefore is a "targeted property" under the EPA's RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of "safe work practices" is required along with submittal by the RRP Contractor of "Renovation Recordkeeping Checklist" form.
- There is no Federal Funding on this project.

The Homeowner will have the following sample choices, **where applicable:**
Roof Covering Color-1 choice

PLUMBING:
Replace existing gas water heater with a on demand gas water heater sized for house as per Escambia County Code that meets Florida Energy Efficiency Rating.
Tie kitchen sink drain into existing septic system.

ROOF REPLACEMENT 11'x15'x2+34'x15'x2+low pitch24'X14'X1+9'X9'X1+5'X5'X1+25'X12'X1:
Remove existing roof covering to the decking and replace any deteriorated or damaged decking with like, kind and quality of existing materials (figure 320 sq. ft.).
Replace porch roof structure over west door with brackets as required.
Refasten and certify decking attachment as per Escambia County Building Code.
Install secondary water barrier as per Escambia County Building Code.
Replace existing drip edge with new metal drip edge.
Install 30 year shingle roof on main roof as per manufacturer's specifications.
Install new slant-back vents. Note install vent cap for future vented range hood.
Replace all boots with new lead or EPDM and metal boots.
Install approximately 40 linear foot of new shingle over ridge vent.
Install self-adhering granulated modified bitumen roll roofing as per manufacturer specifications on low slope area.
Install flashing as required.

EXTERIOR DOORS:
Replace 2 entry door units with hurricane rated metal clad insulated 6 panel colonial door units with thresholds, weather stripping and trim on the east side of the house.
Install an EMCO 200 Series 1/2 View Self-Storing Storm Door or equivalent on north side.
Install new dead bolts and lock sets that are keyed alike on new exterior door units.

EGRESS:
One window in each of the two sleeping rooms will need to meet egress.

CORNICE REPAIRS:
Repair cornice system as required including sub-fascia and rafter tails.
Replace damaged or missing metal fascia and vinyl soffit with associated trim on perimeter of main house.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the ONE (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____

By:_____

Name:_____

Its:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____
Witness

_____
(Business Address)

_____
(Authorized Signature)

_____
Witness

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____

_____

_____
Witnesses

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

_____

(Authorized Signature)

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

Witnesses

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	_____
Previous Additions (Change Order No.____)	_____
Previous Deletions (Change Order No.____)	_____
Current Contract Amount:	_____
+ Change Order Amount:	_____
New Contract Amount:	_____
Cumulative Percent ( ) Increase ( ) Decrease	_____

Original Start Date (NTP):	_____
Original Contract Period:	_____
Previous Completion Date:	_____
	_____
This Change Order ( ) Increase ( ) Decrease	_____
New Contract Period	_____
New Completion Date	_____

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S): **NEIGHBORHOOD ENTERPRISE DIVISION:**

EXHIBIT D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence.

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____. The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 1
Date: June 4, 2020

Homeowner(s): Dorothy Mae Marshall
Address: 1506 Blossom Trail
Pensacola, Florida 32505

The following changes to the above contract are hereby made based upon the following justification: As per Escambia County Code there was a pressure test is required on the existing gas lines. The pressure test failed, and replacement of the gas lines is required. When roof covering was removed it was discovered the sheathing was deteriorated and in need of replacement.

Change order scope of work: Replace gas lines from the meter to all gas appliances in the main house. Replace roof sheathing on entire dwelling.

SUMMARY

Original Contract Amount:	$22,000.00
Previous Additions (Change Order No.___)	
Previous Deletions (Change Order No.___)	
Current Contract Amount:	$22,000.00
+ Change Order Amount:	$7,450.00
New Contract Amount:	$29,450.00
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	05/06/2020
Original Contract Period:	30 days
Previous Completion Date:	No change
This Change Order () Increase ( ) Decrease	No change
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

Dorothy Mae Marshall
Homeowner Signature

Dorothy Mae Marshall 6-5-20
Print Name Date

Homeowner Signature

Print Name: Date

NEIGHBORHOOD ENTERPRISE DIVISION

Rehabilitation Specialist or Program Director

George H Bell 6-5-20
Print Name Date

Division Manager

MEREDITH REEVES 6/5/20
Print Name Date

CONTRACTOR:

Signature

David Griffin 6-5-20
Print Name Date

David A. Griffin Enterprises LLC
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

David H Griffin Enterprises, LLC

4040 Schifko Road

Cantonment, Florida 32533

Building Contractor/Lic. #RB29003645

Cell:850-384-1328/Fax:850-754-0113

06/01/2020

Change Order

Dorthy Mae Marshall

1506 Blossom Trail

Pensacola, Florida 32505

Request for Change Order Approval

Scope of work:

Replace gas lines from meter to all units in main house. $1850

Replace all decking to code 2200 sqft $5600

Total Amount; $7,450.00

If you have any questions feel free to contact me: 850-384-1328

Thank you for your time:

David H Griffin Enterprises, LLC

David H Griffin Jr. – President

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18052 **County Administrator's Report 9. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Change Order Number 1 to Purchase Order 200412 to Henry Schein Inc
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #1 to Henry Schein, Inc., for the Public Safety Department's EMS Department - John Dosh, Interim Public Safety Department Director

That the Board approve and authorize the County Administrator to execute and ratify the following Change Order #1 to Henry Schein, Inc., adding funds for the purchase of medical supplies and pharmaceutical supplies to be utilized by EMS:

Department:	Public Safety
Division:	EMS
Type:	Addition
Amount:	$75,000
Vendor:	Henry Schein, Inc.
Project Name:	N/A
Contract:	42000000-18-ACS; MMS 18016
Purchase Order #:	200412 (BCC Approved 10/3/19)
Change Order #:	1
Original Award Amount:	$215,000
Change Order #1 as requested:	$75,000
Total:	$290,000

Due to COVID-19 and the supply and demand of medical supplies and pharmaceuticals, the prices of our supplies increased and the need of certain supplies increased drastically.

[Funding Source: Fund 408, Emergency Medical Services, Cost Center 330302, EMS and Fund 001, General Funds, Cost Center 330305, CARES Act]

BACKGROUND:

Upon review of the Purchase Order, it has been determined that an additional $75,000 is needed for the operational supply needs of EMS. Due to the increased supply and demand, the cost of supplies has increased. In order to continue the level of services needed by the Escambia County residents, the additional funds are required. EMS was provided CARES Act funds to offset the cost of the supplies. The current Purchase Order funds have been exhausted.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS and Fund 001, General Funds, Cost Center 330305, CARES Act

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Medical Supplies 42000000-18-ACS

Henry Schein Contract

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Contracts and Agreements > Alternate Contract Source > Medical Supplies

<< Return

Medical Supplies42000000-18-ACS

Contract Details

Effective Period	08/29/2018 through 06/25/2021
Contract Type	Alternate Contract Source
Contract Information	• Contractors • Pricing How to Use This Contract (229.49 KB)
Contract Documents	Participating Addenda Master Agreements
Contract Administration	• Christia Nunnery • 850-488-8367 • christia.nunnery@dms.myflorida.com
Commodity Codes	Please refer to "How to Use This Contract" in the Contract Information section above.

Additional Information

Start and end dates vary by contractor:

- **Concordance Healthcare Solutions, LLC:** 08/29/2018 through 04/09/2021
- **Henry Schein Medical, Inc.:** 09/28/2018 through 06/25/2021
- **McKesson Medical-Surgical, Inc.:** 08/29/2018 through 02/28/2021
- **Medical Solutions Inc.:** 11/12/2018 through 05/31/2021

Description

This alternate contract source provides statewide coverage for the purchase and delivery of medical supplies for state agencies and eligible users. Each state agency or eligible user facility must be a member of the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) Group Purchasing Organization (GPO) to be eligible to purchase from this alternate contract source. If your facility is not already an MMCAP member (participating through a pharmacy contract), please submit a completed MMCAP Application and Agreement () to the contract manager listed above.

Document reader download link

- Adobe PDF Reader

Henry Schein Medical
MMCAP Contract No. MMS18016

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[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

KEY DEFINITIONS

Throughout this Contract, the following key terms are defined below.

Automatic Product Substitution - An order fulfillment process whereby Products that are not available at the time of order placement, may be automatically substituted with another equivalent (brand, generic or private label) Product substitute, contingent upon written consent by the ordering MMCAP Member.

Commencement Date - The date the Vendor is fully operational and ready to accept and ship orders from MMCAP Members as applicable to the service area designated in the Contract.

Confirmation Printback/Order Confirmation - An electronic confirmation report generated from the Vendor's ordering system, which is sent back electronically to the ordering facility, indicating that the requested Products are available, on Manufacturer Backorder, out of stock, or deleted, etc.

Core Products - Products determined by MMCAP that produced the highest volume in sales, and highest quantity shipped during a given one (1) calendar year period. These Products are identified in *Attachment A, Products and Services Pricing*, under the *Brand Label Core Products* and *Private Label Core Products* tabs.

Drop Shipment(s) - Products ordered by MMCAP Member through the Vendor, and shipped directly to the MMCAP Participating Facilities, from the Manufacturer. The Manufacturer notifies and bills the Vendor, who then invoices and receives payment from the MMCAP Member.

EDI (Electronic Data Interchange) - Inter-process (computer to computer application) communication of business information, in a standardized electronic form.

Effective Date - The date the Contract is fully executed.

Emergency Product Delivery - An off-schedule delivery day of the Products required by the MMCAP Participating Facilities, which may include orders of Product for patient, specific medical treatment, or to ensure the facility has sufficient Product to remain operational until the next-scheduled delivery day.

Fiscal Year - The State of Minnesota's Fiscal Year period of July 1-June 30 of each calendar year.

Manufacturer: Any supplier or entity that develops and/or manufacturers any, medical Products (including Medical Equipment).

Manufacturer Backorder(s) (MBO) - An order placed by the MMCAP Member to Vendor or Vendor to a Manufacturer for such MMCAP Member, which is not shipped to the Vendor or MMCAP Member, as applicable, due to industry wide shortages or other supply issues.

Medical Equipment - Medical devices that have been cleared by the FDA, that are intended to be used for diagnostic, therapeutic, or monitoring care, provided to a patient by a health care organization.

NOTE 1[1] - Medical equipment includes devices such as monitoring equipment, life support equipment, imaging equipment, laboratory equipment, mechanical equipment, transport equipment, as well as any other equipment supporting the care of a patient, whether or not it is in the immediate vicinity of a patient. In addition, this equipment category includes other devices, such as computers, that support the care of a patient

---

1 Reference: The Association for the Advancement of Medical Instrumentation (AAMI).

when in a health care organization, but are generally not specifically manufactured for use in a health care organization. As used in this standard, the term "equipment" refers to medical equipment.
NOTE 2[2] - Embedded software is covered by the medical device manufacturer; standalone software is covered by ANSI/AAMI/IEC 80001-1:2010, *Application of risk management for IT networks incorporating medical devices—Part 1: Roles, responsibilities, and activities.*

MMCAP Contract/Agreement - Also referred to as the "Contract", is the agreement including any attachments, addenda and exhibits and is executed by the Vendor and MMCAP, for the distribution and sale of medical Products, Services, Medical Equipment, and select pharmacy Products as agreed to in writing by MMCAP and Vendor.

MMCAP Contract Pricing - The applicable MMCAP Contract Product price agreed upon by the Vendor and MMCAP, and if applicable to this Contract, the Product cost agreed upon by the MMCAP Contracted Manufacturer and MMCAP, provided Vendor shall have the right to determine the final Product price for such Product.

MMCAP Member States – States with whom the State of Minnesota has executed a Joint Powers Agreement (as such term is defined or understood under applicable Minnesota law), and through which they have joined MMCAP.

MMCAP Members - These are eligible purchasers that are deemed by the MMCAP Office, to have completed, and met the requirements of the membership application process.

MMCAP Participating Facility(ies) - Consist of facilities that are MMCAP Members (eligible purchasers as set forth in *Section 6 of Article 4, "Eligible Purchasers,"* of this Contract), and facilities recognized by the MMCAP Members, as facilities eligible to receive the delivery of Products and Services.

MMCAP Contract Products - Refers to all Products, covered in *Attachment A*: *Products and Services Pricing.* These products cover the entire Product catalog of the awarded Vendor and are identified in *Attachment A*, under the following tabs: the *Brand Label Core Products* tab, the *Private Label Core Products* tab, the *Non-Core Products*[3] tab, and the *Equipment Schedule* tab.

MMCAP State Contacts - Purchasing and pharmacy professionals designated by MMCAP Member States, who serve as liaisons between the MMCAP Office and the MMCAP Participating Facilities in each State. A list of MMCAP State Contacts is available at:
http://www.mmd.admin.state.mn.us/MMCAP/background/New_Current_States.aspx.

Net Purchase - All purchases of Products (excluding returns, credits, rebates, late charges and similar fees) made through Vendor by any MMCAP Member, including Drop Shipments, in the normal course of business.

Non-Core Products - Refers to Products not specifically covered in the *Brand Label Core Products* tab, the *Private Label Core Products* tab, and the *Equipment Schedule* tab. Through the categories listed in the *Non-Core Products* tab, the awarded Vendor will offer the rest of the Products available in its catalog, which are not featured in the remaining tabs in *Attachment A*: *Products and Pricing.* Vendor, in agreement with MMCAP, may amend the *Non-Core Product* categories, as new additions or deletions take place, in the Vendor's catalog.

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2 Reference: The Association for the Advancement of Medical Instrumentation (AAMI).

3 The listed categories in the Non-Core Products tab, are intended to cover the Vendor's most current, published catalog of Products, which are not listed in the remaining tabs.

Order - Means, any purchase order used to order Products or Services under this Contract. An Order amended, consistent with the requirements of any MMCAP Participating Facility, and accepted by the Vendor, shall be governed by the terms and conditions of the original Order, except as amended.

Order Originator - The MMCAP Member, who places the order with the Vendor.

Product(s) - Products and Medical Equipment offered by the Vendor and awarded by MMCAP, which are listed in *Attachment A: Products and Services Pricing.*

Product Backorder - A Product order that is not fulfilled in the time frame set forth in this Contract, due to Product unavailability, resulting from the Vendor's or the Manufacturer's inability to supply the Product.

Private Label Products - any product that is branded using a trademark or trade name owned by Vendor.

Product Substitutes - Equivalent (brand, generic or private label) Products that the ordering MMCAP Member consented to in writing to accept as a substitute for the ordered MMCAP Contract Products.

Replacement Products - In the event a Product covered under this Contract is removed by the Vendor, or recalled by a Manufacturer, the Vendor will use commercially reasonable efforts to replace the Product with an acceptable Product substitute. In the event the Vendor cannot obtain a suitable Product substitute, then the affected MMCAP Member may purchase the Product from a non-contract source.

Services - Any related offering provided by the Vendor related to the Products covered by this Contract, and which can be provided by the Vendor for a fee or at no cost to MMCAP Members. Services may include but are not limited to: customer service, Product ordering systems, clinical education, Product training, and Product marketing, among others. Services may, or may not, incur cost. Vendor is also providing additional Services as set forth in *Attachment N Additional Value Offerings.*

Special Products - If applicable to this Contract, includes all MMCAP Contract Products that require special temperatures and environmental conditions, in accordance with Manufacturer requirements for delivery to the MMCAP Participating Facilities. Special Products requiring refrigeration will be clearly marked as such.

Stocking Requirements - The standard minimum purchase requirement of two (2) selling units per month for each distribution center operated by Vendor at the Manufacturer's standard unit of measure.

Vendor - MMCAP's contracted Vendor that distributes Products and provides Services, related to the Products for the MMCAP Membership, pursuant to the terms of this Contract.

Vendor Contract Performance Report - A written report prepared by the MMCAP Office, detailing the proficiency of the Vendor. Repeated low ratings in the report might be conducive to penalties, including termination, as well as the inability of the Vendor to respond to future solicitations published by MMCAP.

Vendor's Contracted Supplier - Any supplier, Manufacturer, or distributor of Medical Equipment, medical supplies and other non-pharmacy Products that supplies and has a contract to supply Vendor with Products purchased under this Contract.

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STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY

This contract is between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Henry Schein Medical a division of Henry Schein, Inc., located at 135 Duryea Road, Melville, NY, 11747 (collectively, "Vendor" or "Contractor").

ARTICLE 1: RECITALS

1. Under Minn. Stat. § 16C.03, the Commissioner of Administration, on behalf of MMCAP, is empowered to engage such assistance as deemed necessary.

2. MMCAP is a group purchasing organization of government owned and/or operated health care facilities which contracts for healthcare Products and Services for its members' use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state's statutes to purchase goods from the member state's contracts. Participation is generally available to facilities run by state agencies, counties, cities, townships, and school districts.

3. The Vendor wishes to contract with MMCAP to supply Medical Products and Services to the national MMCAP Participating Facilities.

ARTICLE 2: INCORPORATION

1. The parties agree that the recitals are true and correct, and are hereby incorporated into this Contract.

2. Attachments, Exhibits, and Order of Precedent

2.1. The following attachments and Exhibits are attached and incorporated into this Contract. In the event of conflict, the following order of precedence applies.

- *Attachment A: Products and Services Pricing*
- *Attachment B: Statement of Work*
- *Attachment C: MMCAP Member Participation Agreements*
- *Attachment D: Service Area*
- *Attachment E: Vendor's Contract Implementation and Transition Plan*
- *Attachment F: MMCAP Contracted Manufacturer List*
- *Attachment G: Vendor's Shipping Policy*
- *Attachment H: Vendor's Stock Outage and Backorder Policy*
- *Attachment I: Vendor's Product Return Policy*
- *Attachment J: Vendor's Product Recall Policies/Procedures*
- *Attachment K: Vendor's Business Interruption Plan*
- *Attachment L: Vendor' Escalation Procedure*
- *Attachment M: Vendor's Discount Structure, Intentionally Omitted*
- *Attachment N: Additional Value Offerings*

2.2. Member Participation Agreements (MPAs)

In order to access this Contract some members require jurisdiction-specific additional paperwork or contract language. Vendor must not sign any member documents without prior MMCAP review and approval. If needed, MMCAP will issue a Member requested Participation Agreement (MPA) that will be amended into to this Contract. No other mechanism of modifying or "attaching to" MMCAP contracts is authorized. The MPA, which will only apply to the requesting Member and must be signed in the following order: Member, Vendor, then MMCAP. Vendor is not required to agree to any additional

terms; however, by not agreeing to the MPA Vendor may be precluded from doing business with that Member. In the event a Member requires a fee be added to the Contract price (e.g., member levied procurement fee or system use fee), that fee must be added on top of the MMCAP-contracted pricing. Vendor may not absorb the fee. Vendor must not pay a member levied fee without first collecting the fee through increased Product costs. The fees will be set aside and paid to the member as would be detailed in an MPA.

Except as provided in a MPA approved by MMCAP and executed by an MMCAP Member, Vendor and MMCAP, all orders placed by MMCAP Members with Vendor will be priced and offered by Vendor per the terms and conditions of this Contract, and no other terms provided by the MMCAP Member will apply to such orders.

For each state requiring state specific language, a further Exhibit shall be attached to *Attachment C: MMCAP Member Participation Agreements*.

2.2.1. Should any of the terms set forth in any attachment conflict with any terms set forth in the Contract document, the terms of the Contract document shall prevail, except when such conflict arises from the state-specific terms set forth in *Attachment C: MMCAP Member Participation Agreements*, in which case the order of precedence set forth in *Article 2, Section 2.2.2*, shall apply.

2.2.2. Should any terms in the Contract document or other attachments conflict with the state-specific terms set forth in *Attachment C*, the terms set forth in *Attachment C* shall take precedence over the terms of the Contract document, but only as between the Vendor and the MMCAP Member and/or MMCAP Participating Facility bound by said state-specific terms. No other State shall be bound by the terms set forth in any other State's state specific language set forth in the Exhibit provided by an MMCAP Member State and attached to *Attachment C*.

2.2.3. MMCAP and the State of Minnesota shall not be bound by non-Minnesota state-specific terms set forth in any Exhibit included in *Attachment C* at any time, nor when bringing any enforcement action on behalf of MMCAP or the State of Minnesota.

2.2.4. During the term of this Contract other MMCAP Member States may request the MMCAP Office or the Vendor to amend this Contract to include terms and conditions specific to the requesting MMCAP Member State by attaching an Exhibit to *Attachment C* specific to that State. If a MMCAP Member State requests an amendment to this Contract to include their state specific requirements, the Vendor must work with the MMCAP Member State and the MMCAP Office to execute an amendment to this Contract in a reasonable period of time. No verbal or written instructions from the MMCAP Member States, MMCAP Participating Facilities, or any of their staff or state officials to change any provision of this Contract will be accepted by the Vendor without the prior written approval of the MMCAP Office. The Vendor will immediately report any such requests to the MMCAP Office.

ARTICLE 3: REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS

1. GPO Representation

MMCAP represents and warrants that it is a "group purchasing organization" (GPO) as that term is defined under 42 C.F.R. Section 1001.952(j) and that it shall comply with all applicable federal and state laws, rules and regulations, including, but not limited to, the provisions set forth in 42 U.S.C. Section 1320a-7b and the "safe harbor regulations" set forth in 42 C.F.R. Section 1001.952. MMCAP is an entity authorized to act as a purchasing agent for a group of entities who are furnishing services for which payment may be made in whole or in part under Medicare or a State health care program, and who are neither wholly-owned by MMCAP nor subsidiaries of a parent corporation that wholly owns MMCAP (either directly or through another wholly-owned entity), and the MMCAP program and this Contract do and will continue to fully comply with the safe

harbor described therein. For the purpose of this clause the State of Minnesota shall not be deemed a parent corporation nor shall any state agency or public entity be deemed a subsidiary.

2. Federal Health Care Program Exclusion
The parties represent that, to its knowledge, its directors, officers and employees (i) are not sanctioned individuals or companies and have not been listed by any federal agency as barred, excluded, or otherwise ineligible for participation in federally funded health care programs as defined in 42 U.S.C. Sec. 1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services, an (iii) are not under investigation or otherwise aware of any circumstances which may result in Party being excluded participation in Federal Healthcare Programs. Vendor certifies that to its knowledge it does not contract with any individuals or companies that have been sanctioned, debarred or excluded from participation in any federally funded health care programs to fulfill Vendor's obligations under this Contract. In the event of a breach of this provision, this Contract shall immediately terminate, in spite of any notice and cure provisions to the contrary. Vendor agrees to indemnify, hold harmless and defend the State of Minnesota, MMCAP and its Participating Facilities from any claims, demands or damages which the State of Minnesota, MMCAP and its Participating Facilities may suffer as a result of Vendor's breach of this *Section 2*.

3. Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions
Vendor certifies that, to its knowledge, neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Vendor's certification is a material representation upon which this Contract award is based. Vendor shall provide prompt written notice within five (5) business days to the State's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

4. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Federal funding will be used or may potentially be used to pay for all or part of the work under the contract, therefore Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Vendor's certification is a material representation upon which the Contract award is based.

5. Warranties
Vendor has good title which is free and clear of all encumbrances. No applicable warranties, whether express or implied, are intended to be disclaimed or diminished by the terms of this Contract, with the exception of the following paragraphs.

VENDOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. MMCAP AND EACH MMCAP PARTICIPATING FACILITY AND MMCAP MEMBER SHALL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICES (IF OTHER THAN VENDOR) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF VENDOR HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS CONTRACT. VENDOR AGREES TO USE COMMERCIALLY REASONABLE EFFORTS TO PASS ON, ON A NON-EXCLUSIVE BASIS, FROM ANY MANUFACTURERS OR SUPPLIERS OF PRODUCTS, THE PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OR SUPPLIER TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE. MMCAP, AND EACH MMCAP PARTICIPATING FACILITY AND MMCAP MEMBER ACKNOWLEDGE THAT AT ALL TIMES VENDOR SHALL BE ABLE TO RELY FOR ITS OWN BENEFIT ON SUCH WARRANTIES AND VENDOR SHALL NOT BE OBLIGATED TO PASS ON SUCH WARRANTIES IF SUCH ACTION SHALL RESULT IN VENDOR BEING UNABLE TO RELY ON THE WARRANTIES FOR ITS OWN BENEFIT.

IF DURING THE TERM OF THIS CONTRACT VENDOR MANUFACTURES AND DISTRIBUTES ITS OWN PRIVATE LABEL PRODUCTS THEN IT MUST REPRESENT AND WARRANT TO CUSTOMER THAT ITS PRIVATE LABEL PRODUCTS SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM THE DATE OF SHIPMENT. VENDOR'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT, AT VENDOR'S OPTION. THIS WARRANTY WILL NOT APPLY (1) IF MMCAP OR MMCAP PARTICIPATING MEMBER MISUSES THE PRIVATE LABEL PRODUCT, (2) ALTERS OR MODIFIES THE PRIVATE LABEL PRODUCT IN ANY WAY, OR (3) RESELLS THE PRIVATE LABEL PRODUCT OR DOES NOT OTHERWISE USE OR ADMINISTER THE PRIVATE LABEL PRODUCT THROUGH ITS EMPLOYEES OR AUTHORIZED AGENTS.

NEITHER MMCAP NOR AN MMCAP PARTICIPATING FACILITY OR MMCAP MEMBER SHALL HOLD VENDOR LIABLE FOR ANY DEFECT IN PRODUCTS OR SERVICES, REGARDLESS OF KIND. MEMBER AND A FACILITY AGREE TO FILE SOLELY WITH MANUFACTURER OF THE PRODUCTS OR PROVIDER OF SERVICES (IF OTHER THAN VENDOR) ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR DEATH ARISING OUT OF OR CAUSED BY THE USE, SALE, DISTRIBUTION, OR POSSESSION OF PRODUCTS OR SERVICES.

ARTICLE 4: CONTRACT TERMS AND CONDITIONS

1. Contract Effective Date
Contract Effective Date will be June 25, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. The Vendor must not begin work under this contract, nor make its pricing, Products, Services, or any benefit available until this contract is fully executed and the Vendor has been notified by the MMCAP State Contacts to begin the work. The Commencement Date will be August 23, 2018, unless a different, mutually agreeable Commencement Date is executed upon between the Vendor and MMCAP, or there is an earlier, mutually agreed upon date between Vendor and a MMCAP Member State who is ready to transition into this Contract.

2. Contract Expiration Date
June 25, 2020, the Contract may be extended for up to three (3) additional one (1) year periods upon execution of a written amendment and acceptance of both parties, for a total term not to exceed five (5) years.

3. Contract Termination

3.1. Termination without Cause
Either party may cancel this Contract at any time during the term of the Contract, without cause, upon no less than ninety (90) days' written notice to the other party. Upon termination, Vendor will be entitled to pro rata payment for Services performed in accordance with the terms and conditions of this Contract.

3.2. Termination with Cause
Except as set forth in *Article 3, Section 2*, either party may cancel this Contract at any time, with cause, upon no less than 30 days' written notice to the other party, and shall provide for a 30 day period beginning upon notice for the breaching party to cure all alleged defects.

3.3. Termination for Insufficient Funding
MMCAP may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Services covered here. Termination must be by written or fax notice to the Vendor. MMCAP is not obligated to pay for any Services that are provided after receipt of notice to Vendor from MMCAP and effective date of termination. However, the Vendor will be entitled to payment, determined on a pro rata basis, for services performed to the extent that funds are available. The State

will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Vendor notice of the lack of funding within a reasonable time of the State's receiving that notice.

3.4. Cancellation by Member States
Subject to MMCAP termination rights, MMCAP Member States and MMCAP Participating Facilities may cancel their participation in this Contract with the Vendor at any time upon no less than thirty (30) days' written notice to the other party. Vendor shall be entitled to payment of Products delivered prior to the end of the thirty (30) day notice period.

4. Vendor's Duties
The Vendor, who is not a state employee, will provide Products and Services, in accordance with the terms and conditions of this Contract, and as set forth in *Attachments B: Statement of Work*, as attached and incorporated herein.

5. Non-Exclusive Agreement
MMCAP and Vendor acknowledge that this Contract neither creates nor implies the creation of an exclusive agreement between the parties.

6. Eligible Purchasers
Starting on the Commencement Date, all MMCAP Participating Facilities located in the United States shall be eligible to purchase Products offered under this Contract. In addition, the Vendor must allow newly added MMCAP Participating Facilities, located in the MMCAP Participating Facilities List (password protected and published online at www.mmcap.org), as incorporated herein by reference, to access Contract Products and Services at the pricing set forth on *Attachment A* throughout the term of this Contract. Upon addition to the MMCAP Participating Facilities List, Vendor will be given ten (10) business days from the date of notification to implement Contract pricing. MMCAP will provide Vendor with monthly e-mail notices announcing that a new MMCAP Participating Facilities List has been posted online. Vendor agrees to check the updated list within five (5) business days following the MMCAP monthly email notice regarding the updated list. Notwithstanding anything to contrary contained in this Contract, Vendor shall not be required to implement any MMCAP Member or MMCAP Participating Facility into Vendor's system, unless such MMCAP Member and/or MMCAP Participating Facility notifies Vendor it has elected to operate under the terms of this Contract.

In the event that an MMCAP Participating Facility ceases to be a MMCAP Participating Facility of MMCAP, Vendor agrees not to allow such entity to purchase the Vendor's Products and Services related to this Contract. Any MMCAP Participating Facility desiring to utilize the contractual options, terms and conditions described in this Contract may, at its option, and without penalty or liability, terminate any existing contract or other arrangement, in accordance with the termination provisions set forth in such existing contract or other arrangement, with Vendor for the sole purpose of participating in the group purchasing arrangement set forth in this Contract. MMCAP reserves the right to add and delete MMCAP Participating Facilities during the term of this Contract. Notwithstanding the foregoing, Vendor shall rely on the MMCAP Membership Listing electronic file available online at www.mmcap.org, which will be sent to Vendor in accordance with the terms of this *Section 6* of *Article 4*. To the extent that Vendor's breach of this section is based upon incorrect information provided by MMCAP in the MMCAP Participating Facilities List, such breach shall be excused.

7. Separate Agreements
During the term of this Contract, Vendor will not actively solicit any MMCAP Participating Facilities to enter into or negotiate a separate contract or agreement for the same or substantially equivalent Products offered in this Contract, or any amendment, modification, or supplement to this Contract without MMCAP's prior written consent. Notwithstanding anything to contrary contained in this Contract, Vendor's response to

request for proposals (RFP's) or similar tenders by MMCAP Members or MMCAP Participating Facilities will not be deemed to violate this restriction.

8. Products and Services

The Vendor shall provide Products and Services to MMCAP Participating Facilities listed on *Attachment A: Products and Services Pricing*. In addition, Vendor must at least offer Products under this Contract that are the same or substantially equivalent to the Products that are set forth on *Attachment A*. The Vendor shall not distribute any pharmacy related Products, (except select pharmacy Products, as agreed to by Vendor and MMCAP), to MMCAP Participating Facilities through this Contract, unless otherwise agreed to in writing by MMCAP.

Both influenza vaccine distribution and prescription pharmaceutical distribution (including vaccines) are independent, separate service offerings. Unless Vendor is also awarded one or both of these other service offerings through separate contract award processes, it is required that commercially reasonable efforts be made by Vendor, to not actively solicit, distribute, or market prescription pharmaceuticals (including vaccines) and influenza vaccines to MMCAP Participating Facilities under this Contract. Vendor will use commercially reasonable efforts to direct MMCAP Participating Facilities to MMCAP, for guidance on these service offerings.

All Products acquired by MMCAP under this Contract, are to be purchased for medical use only, and all uses shall be in accordance with such Products Manufacturer's intended use as set forth on the Product's labeling.

All Products provided by Vendor under this Contract must comply with all applicable federal, state, and local laws, ordinances, rules and regulations, including registration requirements of the Office of the applicable Secretary of State. Vendor will not receive payment for Products/Services found by MMCAP or MMCAP Members to be unsatisfactory, and returned to Vendor pursuant to Vendor's return goods policy or performed in violation of federal, state or local law.

9. Products and Services Pricing

9.1. Competitive Pricing

During the term of this Contract, if MMCAP receives information from any source that indicates the pricing under this Contract are not market competitive, Vendor and MMCAP will meet and confer in good faith to determine the ongoing competitiveness of the pricing under this Agreement. Vendor reserves the right, when comparing market competitiveness, to use the following in its evaluation (i) MMCAP Member's or MMCAP Participating Facility's class of trade, (ii) MMCAP Member's or MMCAP Participating Facility's volume of Products, and (iii) MMCAP Member's or MMCAP Participating Facility's size. To the extent necessary to address market competitive conditions, and upon mutual consent between MMCAP and Vendor, such consent is not to be unreasonably withheld by Vendor, applicable prices may be adjusted.

9.2. Vendor's Published Catalog Price

Vendor shall provide a percentage discount for each of Vendor's Contracted Suppliers' categories of Products not listed on *Attachment A*. The list of the Vendor's Contracted Suppliers' categories of Products must include the percentage discount from the Vendor's published catalog price of the Product within a specific category, and be submitted on the *Non-Core Products* tab of *Attachment A*. The specific discount shall apply to each of the Vendor's Contracted Suppliers' categories of medical Products listed.

9.3. Pricing and Percentage Discounts

All Product prices and percentage discounts listed on *Attachment A*, will be considered to be ceiling prices during the term of this Contract, and the ceiling prices and/or percentage discounts set forth on *Attachment A*, may not be changed unless approved in writing by MMCAP, as set forth in *Section 38.2,*

Amendments. The pricing and percentage discounts listed on *Attachment A*, must be made available to all MMCAP Participating Facilities regardless of the size or location of the MMCAP Participating Facilities.as agreed to in writing by MMCAP. All Product prices under the *Brand Label Core Products* and *Private Label Core Products,* excluding all any and all Medical Equipment Products and Products in the *Equipment Pricing Schedule* tab, listed on *Attachment A*, will be considered fixed for each twelve (12) month period of this Contract, with the first 12-month period commencing on the Effective Date. At the end of each twelve (12) month during the term of the Contract, if the cost of a *Brand Label Core Products* and/or *Private Label Core Products* (excluding any and all Medical Equipment Products) are subject to a Manufacturer increase or decrease, Vendor shall have the right to adjust any applicable purchase prices to MMCAP, MMCAP Member and MMCAP Participating Facilities. Vendor shall provide MMCAP ninety (90) days written notice of any changes to the price prior to passing any price changes to MMCAP Member's and MMCAP Participating Facilities. The pricing for all Medical Equipment Products and Products set forth under the *Equipment Pricing Schedule* tab (and for the avoidance of doubt including any Medical Equipment Product set forth under the *Brand Label Core Products* and *Private Label Core Products* tab) will be locally negotiated at the time of sale with the MMCAP Member or the MMCAP Participating Facility throughout the term of this Contract

9.4. No Additional Fees

Unless otherwise stated in this Contract no fee, percentage, or other cost may be added to the Products purchased under this Contract unless the fee, percentage, or cost is defined, and a formal amendment to the Contract is executed by both parties reflecting the agreed upon fee, percentage, or cost. For the avoidance of doubt, it is understood and agreed that the fees or costs for certain Services, including those set forth in *Attachment A* under the *Additional Value Offerings* tab, will incur such charges as determined at the time of sale and as may be mutually agreed upon between Vendor and a MMCAP Member or MMCAP Participating Facility, as applicable.

10. Discounts

The parties understand that the pricing for Products provided as part of this Contract (including any shareback credits as defined in *Section 2.20* of *Attachment B, Part II*) may be considered a "discount" within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A) of the Social Security Act and the regulations promulgated thereunder at 42 C.F.R. §1001.952(h). In accordance with 42 C.F.R. §1001.952(h), Vendor will comply with any applicable obligations of Vendor as "Seller" or "Offeror" of a discount, as applicable. If selling directly to an MMCAP Participating Facility, Vendor will fully and accurately report any discount on invoices, statements or reports submitted to MMCAP Participating Facilities. The parties will refrain from doing anything which would impede MMCAP Participating Facilities from meeting its obligations under the discount safe harbor regulations. In accordance with 42 C.F.R. §1001.952(h) MMCAP's Participating Facilities (as "Purchasers") shall disclose the discounts, or value of the Products under the state or federal program which provides cost or charge based reimbursement for the Products covered by this Contract, the net cost actually paid by the MMCAP Participating Facility. MMCAP Participating Facilities must claim the benefit of any discounts, rebates or other price reduction in the fiscal year in which such discounts are earned, or the following year. In the event a party determines that this discount program may not comply with such statutes, the parties agree to work together to establish a discount structure that meets the requirements of the discount safe harbor regulations set forth in 42 C.F.R. §1001.952(h).

11. Risk of Loss, Damage, and Shipping Terms

Shipments under this contract shall be FOB Destination, freight prepaid and allowed, to the MMCAP Participating Facility's receiving dock or if applicable, its pharmacy, unless otherwise agreed to by Vendor and MMCAP Participating Facility. Title to and risk of loss of the Products covered by this Contract transfers to the MMCAP Participating Facility upon delivery to the MMCAP Participating Facility, as set forth above. During the term of this Contract, Vendor shall not add any fuel surcharges to the purchase of any Products covered by this Contract. Notwithstanding the foregoing, Special Products, emergency orders, rush orders, orders for Products not regularly stocked by Vendor's local servicing distribution center, Products dropped shipped from Vendor's Contracted Supplier, capital equipment, and orders not regularly

scheduled are subject to an added shipping and handling charge determined by Vendor and disclosed to a MMCAP Participating Facility upon request. Vendor shall have the right to ship the Products at all times via its own vehicle or a carrier selected by Vendor.

12. Compliance
Vendor shall be in accordance and comply with all applicable federal, state, and local laws, rules and regulations as applicable to Vendor, including the MMCAP Member States represented hereunder, in the performance of this Contract.

13. Failure to Supply MMCAP Core Products
Unless the result of a Manufacturer Backorder, if Vendor fails to deliver any Core Products set forth on *Attachment A* and in accordance with the terms of this Contract, to meet the anticipated needs of MMCAP Participating Facilities for Core Products, the ordering MMCAP Participating Facility may purchase an alternate equivalent Product on the open market for the period of time in which the Vendor is unable to provide the Core Product.

14. Purchase Orders and Payment

14.1. No Minimum Purchase Order Requirement
There shall be no minimum order requirements or charges, regardless of order size or payment amount.

14.2. Eligible Purchase Orders
As a condition for purchasing under this Contract, orders must only be accepted if made by authorized individuals from MMCAP Participating Facilities who are eligible purchasers under this Contact as stated in this section and defined in the Key Definitions of this Contract. MMCAP Participating Facilities may use their own forms for Orders. To the extent that the terms of any form differ from the terms of this Contract, the terms of this Contract supersede, except as applicable to the MMCAP Participating Facility issuing the Order pursuant to any Member Participation Agreements. Notwithstanding any terms on an MMCAP Member's Order or other form provided by an MMCAP Member, any orders placed by MMCAP Members with Vendor will be priced and offered by Vendor per the terms and conditions of this Contract only, and no other terms and conditions provided by the Member shall apply to such orders.

The Contract number and the purchase order number must appear on all documents (e.g., invoices, packing slips, etc.), but subject to Vendor's then current system capabilities. The terms of this Contract shall apply to each Order issued by authorized individuals from MMCAP Participating Facilities whether such Order is communicated by the Order form, EDI, internet e-commerce, facsimile, orally, or any other method, or whether reference is made to this Contract.

14.3. Verification of Authorized Purchasers
Upon request by MMCAP, Vendor must verify that it provides Products and Services pursuant to this Contract only to MMCAP Participating Facilities. Only MMCAP Participating Facilities may purchase Products and Services under the terms of this Contract. Vendor shall rely on the MMCAP Participating Facilities List subject to and in accordance with *Section 6* of this *Article 4*. If such listing is incorrect, Vendor shall not be deemed in breach of this Section.

14.4. Funds Available and Authorized/Non-Appropriation
Vendor will not be compensated for Products and Services delivered under an Order by any entity other than the MMCAP Participating Facility that issued the Order. By submitting an Order the MMCAP Participating Facility represents it has sufficient funds currently available and authorized for expenditure to finance the costs of the Order.

14.5. Termination of Individual Purchase Orders
MMCAP Participating Facilities may terminate individual Orders (other than purchase orders for special orders and emergency preparedness), in whole or in part, immediately upon notice to Vendor, or at such later date as the MMCAP Participating Facility may establish in such notice, upon the occurrence of any of the following events:

- The MMCAP Participating Facility fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Order;
- Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Order is prohibited or the MMCAP Participating Facility is prohibited from paying for such goods from the planned funding source; or
- Vendor commits any material breach of this Contract or an Order.

Upon receipt of any such written notice of termination from a MMCAP Participating Facility, Vendor shall stop performance under the Order as directed by the MMCAP Participating Facility. Termination of a Purchase Order for any material; breach of this Contract or an Order does not extinguish or prejudice the MMCAP Participating Facility's right to seek any remedies available hereunder for any such material breach by Vendor of this Contract or an Order, as applicable, that has not been cured, including any right in this Agreement of the MMCAP Participating Facility to indemnification by Vendor or enforcement of a warranty. If an Order is terminated, the MMCAP Participating Facility must pay Vendor in accordance with the terms of this Contract for goods delivered and accepted by the MMCAP Participating Facility.

14.6. Purchase Order Default
All Products furnished will be subject to inspection and acceptance by the MMCAP Participating Facility after delivery, in accordance with Vendor's Product Return Policy as set forth in *Attachment I.* No Product substitutions, shipments of non-conforming goods or Products, or cancellations are permitted without prior written approval of the MMCAP Participating Facility.

14.7. Payment of Purchase Orders
Each MMCAP Participating Facility will be responsible for payment of Products and Services provided by Vendor. MMCAP will not be liable for an unpaid invoice of any MMCAP Member or MMCAP Participating Facility. Vendor agrees to invoice the MMCAP Participating Facility for all Products shipped. Vendor will accept payment of purchase orders via Electronic Funds Transfer (EFT), credit cards authorized by the ordering MMCAP Participating Facility and any other traditional means of payment.

14.8. Federal Funds
Payments to the Vendor for Products ordered by MMCAP Participating Facilities under this Contract may be made from federal funds. The Vendor must agree to accept as payment in full for the Products and Services, the amount as determined by the federal agency or federal program administering the payments. Vendor shall comply with all applicable federal requirements imposed on these funds as may be identified by the ordering MMCAP Participating Facility.

14.9. Conditions of Payment
All Services provided by the Vendor under this Contract must be performed to MMCAP's reasonable satisfaction (directed by the MMCAP Participating Facility or MMCAP Member), and has been mutually agreed to by MMCAP, MMCAP Participating Facility or MMCAP Member, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Unless otherwise set forth in this Contract all Products provided under the terms of this Contract are subject to inspection and acceptance by the MMCAP Participating Facility in accordance with the Vendor's Return Product Policy as set forth in *Attachment I.*

15. Vendor Fees

15.1. Administrative Fee

In consideration for the administrative support and other services provided by MMCAP in connection to this Contract, the Vendor agrees to pay an Administrative Fee of three percent (3%) on all MMCAP Participating Facilities' Net Purchases of Products made directly with the Vendor by the MMCAP Participating Facilities. The payment of the Administrative Fees is intended to be in compliance with the Medicare and Medicaid Patient Protection Act of 1987 (Anti-Kickback Statute), as set forth at 42 USC§ 1320a-7b (b) (3) (C), and the "safe harbor regulation" set forth in 42 C.F. R. §1001.952(j) The Vendor will submit a check payable to "State of Minnesota, MMCAP Program" for an amount equal to three percent (3%) for all MMCAP Participating Facilities' Net Purchases covered under this Contract. Vendor must provide Administrative Fee data, including amount to be paid, to MMCAP within ten (10) business days after the end of each month. The Administrative Fee must be paid as soon as is reasonable after the end of each month, but no later than thirty (30) calendar days after the end of the month.

Vendor shall not be required to pay administrative fees on excise tax amounts or returns or other shipments for which Vendor did not collect the purchase price. Vendor will not pay an Administrative Fee on the same purchase to more than one GPO, nor will Vendor split an Administrative Fee on any item between such groups. Vendor shall not pay administrative fees on items covered under the Additional Value Offerings tab, in *Attachment A: Products and Services Pricing*.

The parties shall comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(A) and the "Safe Harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h) and GPOs set forth at 42 C.F.R. §1001.952(j). In this regard, the parties acknowledge that Vendor will satisfy any and all requirements imposed on sellers by these safe harbors; and MMCAP and each MMCAP Participating Facility will satisfy any and all requirements imposed on buyers and GPOs, respectively.

15.1.1. Limitations

- Vendor will not pay an Administrative Fee on the same purchase to more than one (1) GPO, nor will Vendor split an Administrative Fee on any item between such groups.
- Vendor shall have ten (10) business days from the date of notice by MMCAP that the MMCAP Participating Facility is an eligible purchaser under this Contract, provided such MMCAP Participating Facility confirms to Vendor their desire to purchase Products under the terms of this Contract, to qualify said new MMCAP Participating Facility's status and eligibility for inclusion of the purchases by said new MMCAP Participating Facility in the calculation of the Administrative Fee. Vendor will not pay an Administrative Fee on purchases of Products ordered, on or prior to the date the MMCAP Member or MMCAP Participating Facility elects to participate under the terms of this Contract.

16. Authorized Representatives

MMCAP's Authorized Representative is Alan Dahlgren, MMCAP Managing Director, or his/her successor, and has the responsibility to monitor the Vendor's performance. MMCAP shall notify Vendor's Authorized Representative if MMCAP's Authorized Representative changes at any time during the term of this Contract.

The Vendor's Authorized Representative is Andy Oterson, National Account Manager, or his/her successor. If the Vendor's Authorized Representative changes at any time during this Contract, the Vendor must promptly notify MMCAP in writing via e-mail addressed to Emilio Graulau, MMCAP's Healthcare Products and Services Coordinator, at: Emilio.Graulau@state.mn.us or their designee, who will assume that responsibility for Vendor.

17. Notices

Notices under this Contract shall be in writing, effective upon receipt and shall be sent by any of the following methods (i) facsimile or e-mail with return facsimile or e-mail acknowledging receipt; (ii) United

States Postal Service certified or registered mail with return receipt showing receipt; (iii) courier delivery service with proof of delivery; or (iv) personal delivery. Either party to this Contract may change the names and addresses for receipt with notice to the other party.

To MMCAP:
MMCAP Healthcare Products & Services Program Coordinator
50 Sherburne Avenue, Suite 112
St. Paul, MN 55155
Email: MMCAP.HPSContracts@state.mn.us
Fax: 651.297.3996

To the Vendor:
Henry Schein, Inc.
General Counsel
135 Duryea Road,
Melville, NY, 11747
Fax: 631-843-5660

18. Indemnification

In the performance of this Contract by Vendor, or Vendor's agents or employees, the Vendor must indemnify, save, and hold harmless the State, MMCAP, MMCAP Participating Facilities and MMCAP Member States, their agents, and employees ("Customer Indemnified Parties"), from any claims or causes of action brought against any of them by third parties (other than claims or causes of action brought against any of them by another of the Customer Indemnified Parties), including reasonable attorney's fees incurred, to the extent caused by Vendor's negligent actions or omissions, or willful misconduct of Vendor in the performance of this Contract. On a comparative negligence basis, the indemnification obligations of this section do not apply to the extent the applicable claim or cause of action is the result of any of the Customer Indemnified Party's negligent acts or omissions or willful misconduct, in which event Vendor's obligation to indemnify the Customer Indemnified Parties shall be proportionate to such negligent acts or omissions or willful misconduct of the Vendor. This clause will not be construed to bar any legal remedies the Vendor may have for the State's failure to fulfill its obligation under this Contract. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP cannot indemnify the Vendor.

19. Liability Limitations

WHILE VENDOR WILL NOT BE RESPONSIBLE FOR PRODUCT LIABILITY CLAIMS, AND MMCAP AND EACH MMCAP PARTICIPATING FACILITY SHALL LOOK TO THE MANUFACTURER OF PRODUCTS WITH RESPECT TO ANY SUCH CLAIMS IN ACCORDANCE WITH ARTICLE 3 SECTION 5 HEREOF, VENDOR WILL, AT SUCH MMCAP MEMBERS' OR MMCAP PARTICIPATING FACILITIES' REQUEST, USE REASONABLE EFFORTS TO COORDINATE DISCUSSIONS BETWEEN THE APPLICABLE MANUFACTURER AND MMCAP AND EACH MMCAP PARTICIPATING FACILITY,AS APPLICABLE, WITH RESPECT TO ANY SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES INCURRED BY THE OTHER PARTY, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY, OF SUCH DAMAGES.

19.1. Warranty

Vendor makes no representation or warranty of any kind, express or implied, as to the merchantability of any Products or their fitness for a particular use or purpose. MMCAP and each MMCAP Participating Facility shall look to the Manufacturer of Products and the provider of Services (if other than Vendor) for any warranty thereon. No agent, employee, or representative of Vendor has any authority to make any affirmation, representation, or warranty concerning Products not set forth in this contract. Vendor agrees to use commercially reasonable efforts to pass on, on a non-exclusive basis, from any Manufacturer of Products, the Product warranties provided by the Manufacturer or supplier to the extent

such warranties are transferable. MMCAP and each MMCAP Participating Facility acknowledge that all times Vendor shall be able to rely for its own benefit on such warranties and Vendor shall not be obligated to pass on such warranties if such action shall result in Vendor being unable to rely on the warranties for its own benefit.

Neither MMCAP nor any MMCAP Participating Facility shall hold Vendor liable for any defect in Products or Services, regardless of kind. MMCAP and MMCAP Participating Facilities agree to file solely with Manufacturer of the Products or provider of the Services (if other than Vendor) any claim or lawsuit alleging loss, injury, damage or death arising out of or caused by the use, sale, distribution, or possession of Products or Services.

20. Audits

Under Minn. Stat. § 16C.05, subd. 5, the Vendor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State, MMCAP, and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this contract. MMCAP and any MMCAP Participating Facility served by the Vendor shall have the right to audit Vendor to determine the validity of invoice pricing. Audits may be conducted by representatives of MMCAP in collaboration with other state and federal authorities. Such audits may be conducted only during ordinary business hours and upon reasonable prior notice to Vendor. The Vendor and MMCAP and/or the MMCAP Participating Facility shall each be responsible for its own costs associated with any audit, including reasonable costs related to the production of records and/or other documents requested by the other party.

21. Government Data Practices

The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 ("Statute") to the extent it applies to any data provided by MMCAP under this contract, and as it applies to any data covered by the Statute created, collected, received, stored, used, maintained, or disseminated by the Vendor under this contract. MMCAP agrees that it will not provide any personal health information (as defined in HIPAA) ("PHI") to Vendor. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Vendor or MMCAP.

If the Vendor receives a request to release the data referred to in this clause, the Vendor will notify MMCAP as and to the extent required by the Statute and will follow any lawful instructions with respect to such data to the extent required by the Statute except if Vendor's legal counsel advises against following such instructions.

Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by Vendor of any provision of the Minnesota Government Data Practices Act, including reasonable legal fees and disbursements paid or incurred to enforce this provision of the Contract, except to the extent such claims arise from MMCAP violating its obligation above to not provide any PHI to Vendor; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL VENDOR BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES INCURRED BY THE OTHER PARTY, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY, OF SUCH DAMAGES.

22. Intellectual Property and Data

MMCAP owns all rights, title, and interest in MMCAP customer data, sales transaction data, DEA/HIN information (subject to third-party rights), contract pricing, EDI transaction data, reverse distribution data, and payment data, including copyrights and trade secrets contained therein. MMCAP grants to Vendor a revocable, nontransferable, fully paid license, for the term of this Contract, to (i) release state specific data to an MMCAP Member's State Contact, MMCAP Participating Facilities; (ii) release any of the above data to

Product Manufacturers, when necessary for the performance of this Contract or as required by Vendor's agreements with such Product Manufacturers; (iii) to release any of the above data to other MMCAP-approved third parties, when necessary for the performance of this Contract; (iv) provide MMCAP Participating Facility purchase data to third-party aggregators, subject to Vendor's reasonable efforts to require such data aggregators to protect any identifiable data from discovery by another third party and subject to written approval by MMCAP; (v) provide MMCAP Participating Facility purchase data to other GPOs of which the MMCAP Participating Facility is also a member, provided such data will not include MMCAP-identifiable data; and (vi) use any of the above data for its internal purposes. Any MMCAP identifiable data provided hereunder to a third party must identify the data as MMCAP data and subject to Minn. Stat. Ch. 13. Vendor hereby agrees that in the event that an MMCAP Member or MMCAP Participating Facility requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.

Vendor owns all rights, title, and interest to any aggregated data identifiable as not arising from this Contract and any other intellectual property created for or presented to MMCAP. Vendor grants to MMCAP an unlimited, non-revocable, non-transferable, fully paid license, for the term of this Contract, to use all intellectual property created for or presented to MMCAP under this Contract.

22.1. Pre-Existing Intellectual Property

Subject to the license rights set forth above, MMCAP and Vendor shall each retain ownership of, and all right and, title and interest in and to, their respective pre-existing intellectual property. Vendor grants to State an unlimited, royalty-free, paid up, perpetual, non-exclusive, irrevocable, non-transferable license to use and modify any pre-existing Vendor intellectual property, including marketing materials and materials contained in solicitation responses provided by Vendor to MMCAP, an MMCAP Member, or MMCAP Participating Facility. The aforementioned license is solely for use by MMCAP, an MMCAP Member, or MMCAP Participating Facility, and its agents related to an internal business purposes.

22.2. Private Label Products Indemnification

In the event Vendor manufactures its own private label products for sale and distribution through this Contract, Vendor will defend, indemnify and hold the MMCAP Member(s) harmless from any action or other proceeding brought against a MMCAP Member(s) by a third party to the extent that it is based on a claim that Vendor's trademarks used in connection with such Private Label Products delivered under this Contract infringes any U.S. trademark. Vendor will pay costs and damages finally awarded by a court of competent jurisdiction after exhaustion of all appeals against a MMCAP Member(s) as a result thereof; provided, that a MMCAP Member(s) (i) notifies Vendor of the claim within ten (10) business days, (ii) provides Vendor with all reasonably requested cooperation, information and assistance, and (iii) gives Vendor sole authority to defend and settle the claim subject to applicable state law.

(i) Exclusions

Vendor will have no obligations under this *Section 22.2* with respect to claims arising from: (1) modifications to Private Label Products that were not performed by Vendor; (2) misuse of the Private Label Products or Vendor's trademarks; (3) compliance with specifications provided by a MMCAP Member(s); or (4) the use or integration of Private Label Products delivered under this MMCAP Member in combination with other Products or other technologies not provided by Vendor, if the claim would not have arisen but for the particular combination. THE FOREGOING ARE VENDOR'S SOLE AND EXCLUSIVE OBLIGATIONS, AND MMCAP MEMBER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO OR ARISING OUT OF THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO PRIVATE LABEL PRODUCTS.

(ii) Injunctions

If a MMCAP Member's use of any Private Label Products delivered under this Contract is, or in Vendor's opinion is likely to be, enjoined due to a claim of infringement or misappropriation as specified in *Section 22.2* above then Vendor may, at its sole option and expense: (1) obtain for a MMCAP Member the right to continue using such Private Label Products under this Contract; (2) replace or modify such Private Label Products to avoid such a claim, provided that the replaced or

modified Private Label Products is substantially equivalent in function to the affected Private Label Products; or (3) if options (1) and (2) above are not practical in Vendor's reasonable opinion, then Vendor may take possession of the affected Private Label Products and terminate a MMCAP Member 's rights and Vendor's obligations under this Contract in respect of such Private Label Products, and upon any such termination Vendor will refund to a MMCAP Member the purchase price of the affected Private Label Product net any discounts, rebates or other adjustments.

23. Workers' Compensation and Other Insurance

Vendor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Vendor shall not commence work under the contract until they have obtained all the insurance specified in the solicitation document. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

Further, the Vendor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Vendor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MMCAP's obligation or responsibility.

Vendor is required to provide certificates of insurance, and to maintain and furnish satisfactory evidence of the following insurance policies:

23.1. Workers' Compensation Insurance

Except as provided below, Vendor must provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability.

Insurance minimum limits are as follows:
$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Vendor becomes eligible for Workers' Compensation, the Vendor must comply with the Workers' Compensation Insurance requirements herein and provide MMCAP with a certificate of insurance.

23.2. Commercial General Liability Insurance

Vendor will maintain commercial general liability insurance with coverage for bodily injury, including sickness or disease, death, as well as property damage, which may arise from operations under the Contract.

Insurance limits are as follows:
$2,000,000 – per occurrence
$2,000,000 – annual aggregate
$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:
Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury

Contractual Liability
Products and Completed Operations
MMCAP named as Additional Insured

Other; if applicable, please list_____

23.3. Commercial Automobile Liability Insurance
Vendor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract. Insurance minimum limits are as follows:

$2,000,000 – each accident Combined Single limit for Bodily Injury and Property Damage
In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile

23.4. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance
This policy will provide coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under the Contract.

Vendor is required to carry the following minimum limits:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Vendor.

The retroactive or prior acts date of such coverage shall not be after the Effective Date of this Contract and Vendor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Vendor to fulfill this requirement.

23.5. Additional Insurance Conditions

- Vendor's General Liability and Automobile Liability policy(ies) shall be primary insurance to any other valid and collectible insurance available to MMCAP with respect to any claim arising out of Vendor's performance under this Contract, except to the extent such liability is caused by MMCAP;
- Vendor shall provide thirty (30) days' advanced written notice to MMCAP in the event of policy cancellation;
- Vendor is responsible for payment of Contract related insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees;
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota (except if self-insured or via captive insurance); and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Contract.
- Vendor and its affiliates' use of self-insurance, as it is deemed to satisfy all insurance requirements set forth under this entire Agreement.

23.6. MMCAP reserves the right to terminate the Contract in accordance with *Article 4, Section 3.2*, if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal

remedies against the Vendor. All insurance policies must be open to inspection by MMCAP, and copies of policies must be submitted to MMCAP's authorized representative upon written request.

23.7. The Vendor is required to submit Certificates of Insurance acceptable to MMCAP as evidence of insurance coverage requirements prior to commencing work under the contract.

24. Publicity and Endorsement

24.1. Publicity

Any publicity by Vendor regarding the content of this Contract must identify MMCAP as the sponsoring agency and must not be released without prior written approval from MMCAP's Authorized Representative as set forth in *Section 16.* Any publicity by MMCAP regarding the subject matter of this Contract must not be released without the prior written notice of Vendor's Authorized Representative as set forth in *Section 16.* Notwithstanding the foregoing either party may publicize non-trade secret or public information in the normal course of business in order to promote its services. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

24.2. Endorsement

The Vendor must not claim that MMCAP endorses its Products or Services, nor may MMCAP claim that Vendor endorses its Products or Services.

25. Direct Marketing, Advertising, and Offers with Participating Facilities

Any direct advertising, marketing, or direct offers the Vendor intends to distribute in any form to MMCAP Participating Facilities for Contract Products must be approved in writing by the MMCAP Office.

26. Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

27. Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

28. Payment to Sub-Contractors (If Applicable)

As required by Minnesota Statute § 16A.1245, the prime Vendor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Vendor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

29. Minnesota Statute § 181.59, Discrimination on Account of Race, Creed or Color Prohibited in Contract

The Vendor will comply with the provisions of Minnesota Statute § 181.59 which requires:
Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Vendor agrees: (1) That, in the hiring of common or skilled labor for the

performance of any work under any contract, or any subcontract, no Vendor, material supplier, or Vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no Vendor, material supplier, or Vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the Contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.

30. Affirmative Action Requirements for Contracts in Excess of $100,000 and if the Vendor has More than 40 Full-Time Employees in Minnesota or its Principal Place of Business

MMCAP intends to carry out its responsibility for requiring affirmative action by its Vendors.

30.1. Covered Contracts and Vendors

If the Contract exceeds $100,000 and the Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Vendor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Vendor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

30.2. Minn. Stat. § 363A.36

Minn. Stat. § 363A.36 requires the Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

30.3. Minn. R. 5000.3400-5000.3600

a. General

Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

b. Disabled Workers

The Vendor must comply with the following affirmative action requirements for disabled workers.

1. The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

3. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the

rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

4. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

5. The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the vendor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

a. Consequences

The consequences for the Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or MMCAP.

b. Certification

The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

31. Certification of Nondiscrimination (In Accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all amendments, is $50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

32. Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

33. Force Majeure

Neither party hereto will be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, fire, or raw material or transportation shortages that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

Except for provisions of this Contract relating to protection of Trade Secrets and the obligation of payment, neither party will be liable for non-performance caused by circumstances beyond their reasonable control, including, but not limited to (i) Acts of God, explosion, flood, lightning, tempest, fire or accident; (ii) war, hostilities (whether war is declared or not), invasion, acts of foreign enemies; (iii) rebellion, revolution, insurrection, military or usurped power or civil war; (iv) riot, civil commotion or disorder; (v) acts, restrictions, regulations, refusals to grant any licenses or permission, prohibitions or measures of any kind on the part of any local, state, national, governmental or supra-governmental authority; (vi) state government shutdown; (vii) import or export regulations or embargos; (viii) defaults of subcontractors where such default is itself caused by force majeure.

34. Severability

If any non-material provision of the Contract, including items incorporated by reference, or any application of the terms thereof, shall be found to be illegal, invalid, unenforceable, or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions. The remainder of the Contract, including all provisions and the application of such provisions, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

35. Dispute Resolution

35.1. Dispute Resolution between MMCAP Participating Facility and Vendor, through Vendor's Escalation Procedures

If Vendor and an MMCAP Participating Facility (each a "Designated Party" and together the "Designated Parties") have disputes related to the Vendor's performance under this Contract, then the Designated Parties will first utilize Vendor's Sales Escalation Procedure as set forth on *Attachment L* of this Contract. If the disputes cannot be resolved, the Designated Parties will handle resolution of the unresolved disputes using the following procedure set forth below:

a. MMCAP Participating Facility Notification to Vendor and MMCAP Office

The MMCAP Participating Facility shall promptly notify the Vendor and the MMCAP Office, of any known unresolved dispute and work in good faith to resolve such dispute within five (5) business days of such notice or such other time as may be needed but in no event greater than thirty (30) days. Absent resolution after five (5) business days or such other time as set forth herein, the Designated Parties shall proceed to the Documentation and Escalation steps described below.

b. Documentation

The Designated Parties will each develop written summaries of the unresolved dispute within five (5) business days that describes the issue(s), relevant impact, and positions of each Designated Party. The summaries must be sent to the MMCAP Office.

c. Escalation of Dispute

If the matter is escalated to the MMCAP Office, each Designated Party shall submit documentation to MMCAP regarding the unresolved dispute, and if MMCAP determines that the Vendor is at fault, and the issue with the Vendor's performance has not been resolved, a teleconference will be scheduled between the MMCAP Office and the Vendor's Authorized Representative, to review the briefing document and develop a proposed resolution and plan of action, to be executed in accordance to Section 35.d below. The resolution plan and timeline must be agreed to by the Designated Parties to the dispute, including the MMCAP Office.

d. Resolution plan between Vendor and the MMCAP Office

After a resolution plan and timeline has been determined between the Designated Parties and MMCAP, Vendor will cure the applicable issue, but in no event longer than thirty (30) business days, unless otherwise agreed to by the express written agreement of the Designated Parties and MMCAP. Failure to cure any defect listed below within thirty (30) business days shall give the MMCAP Office cause to declare a material breach, subject to the termination rights set forth herein.

1. **Member Contract Attachment**

   a. Subject to Section 6 of *Article 4,* upon identifying non-attachment of a MMCAP Member to the Products and pricing of this Agreement, Vendor has ten (10) business days or a time-window as mutually understood upon between Vendor and MMCAP, to process credits to the MMCAP Member(s) on Products under the pricing of this Agreement and to report such activity of sales to the MMCAP Office in the Sales Data Usage and Administrative Fee Data Report.

   b. If the Vendor does not comply with processing credits, to the MMCAP Member(s), MMCAP reserves the right to pursue any remedy available at law, including, without limitation, termination of the Contract and/or debarring the Vendor from receiving a Contract from the State of Minnesota.

2. Reporting Requirements

a. Upon identifying the non-receipt of reporting activity from the Vendor for an applicable MMCAP Member, Vendor (i) has ten (10) business days to submit the required reporting activity to the MMCAP Office and (ii) and if applicable, shall process any credits to the MMCAP Member and Administrative Fees to the MMCAP Office.

b. If the Vendor does not comply with submitting the required reporting activity, to the MMCAP Office, MMCAP reserves the right to pursue any remedy available at law, including, without limitation, termination of the Contract and/or debarring the Vendor from receiving a Contract from the State of Minnesota.

3. Pricing Accuracy

a. Upon identifying pricing inaccuracy on the sales of Products under this Agreement for an applicable MMCAP Member, Vendor has ten (10) business days, or a time-window as mutually understood upon between Vendor and MMCAP, in order to process credits to the MMCAP Member(s).

b. If the Vendor does not comply in processing credits to the MMCAP Member(s), MMCAP reserves the right to pursue any remedy available at law, including, without limitation of the Contract and/or debarring the Vendor from receiving a Contract from the State of Minnesota.

35.2. Jurisdiction and Venue of Purchase Orders

Upon completion of the Dispute Resolution process outlined in this *Section 35,* and solely with the prior written consent of MMCAP and the State of Minnesota Attorney General's Office, the MMCAP Member may bring a claim, action, suit or proceeding against Vendor. The MMCAP Member's request to MMCAP to bring the claim, action, suit, or proceeding must state the initiating party's desired jurisdiction, venue and governing law.

Upon completion of the Dispute Resolution process outlined in this Contract, the Vendor may bring a claim, action, suit or proceeding against MMCAP Member, in Vendor's sole discretion.

35.3. Mandatory Resolution Plan Between MMCAP and the Vendor Without Need for Prior Escalation

A mandatory resolution plan and timeline shall be created by the Parties, without the prior need for Escalation of Dispute, when any of the following circumstances occur. Failure to correct identified defects, as set forth below in *Sections 35.3.1*, through *35.3.8*, within the agreed upon time, not to exceed thirty (30) business days, or the reoccurrence of any event under *Section 35* within ninety (90) days of initial resolution, shall give MMCAP cause to declare a material breach, subject to the termination rights set forth herein. Failure to correct identified defects, as described below, shall grant cause for any affected MMCAP Member or MMCAP Participating Facility to terminate this Contract in accordance with *Section 3* of *Article 4*.

35.3.1. Reports

Vendor submits any such required report or data in a manner that materially fails to comply with the applicable provisions set forth in this Contract.

35.3.2. Invoices

If an MMCAP Participating Facility places an order for Product and receives a separate invoice for any fee not directly related to the cost of the Product from the Vendor without providing a separate invoice that references the same invoice number or purchase order number that is indicated on the Product invoice or purchase order.

35.3.3. Unauthorized Fees

Vendor charges an MMCAP Participating Facility any fee not authorized by this Contract or any attachment hereto.

35.3.4. Inventory Management
MMCAP Contract Products which also include Products resulting from MMCAP's direct contracts with Manufacturers are not loaded, stocked (based upon usage, request, notice of usage or due to barriers created by Vendor to avoid stocking the Product), and viewable by all MMCAP Participating Facilities, as required pursuant to this Contract and within the timelines set forth herein.

35.3.5. Delivery Delays
Deliveries made by the Vendor are not in accordance with the time schedules specified in *Attachment B* or as otherwise agreed upon by the Vendor and MMCAP Participating Facility.

35.3.6. Ordering Information
Products and pricing are not loaded correctly into the Vendor's Product ordering system and an MMCAP Participating Facility must order alternatives to the MMCAP Contracted Products due to the Vendor's error.

35.3.7. Business Interruption Plan
Vendor experiences a systemic business interruption that materially affects Vendor's ability to perform its obligations under this Contract, excluding those systemic business interruptions caused by an event of force majeure; change in applicable laws, rules or regulations or interpretation or application thereof; changes in Manufacturer policies or procedures; or any other event outside the reasonable control of Vendor.

35.3.8. Required Licenses, Permits, and Registration
Vendor fails to maintain all necessary licenses, permits and registrations required by state, local and federal agencies. Unless the information is proprietary, Vendor must make such documentation available upon request by the MMCAP Office.

35.4. Performance while Dispute is Pending
Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of their responsibilities under the Contract. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP and/or MMCAP Participating Facilities as a result of such failure to proceed shall be borne by the Vendor.

35.5. No Waiver
This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies.

36. Required Licenses, Permits and Registration
Vendor shall have in place prior to the start of the Contract, and must maintain for the term of the Contract, all applicable current licenses, permits and registrations required by state, local and federal agencies in order to fulfill the obligations under this Contract. Vendors must make such documentation available upon reasonable request by the MMCAP Office, unless such documentation is considered Vendor's proprietary information.

37. DEA License/HIN
The Vendor shall not require an MMCAP Participating Facility to have a DEA number in order to obtain Products unless the MMCAP Participating Facility places orders for controlled substances. MMCAP Participating Facilities will have HIN numbers assigned by the MMCAP Office, or proof of applicable state licensure from MMCAP Participating Facilities.

38. Assignment, Amendments, Waiver, and Entire Contract

38.1. Assignment

Neither party may neither assign nor transfer any rights or obligations under this Contract without the prior written consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

38.2. Amendments

Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

38.3. Waiver

If a party fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

38.4. Entire Contract

This Agreement constitutes the entire Contract between MMCAP and the Vendor. This Contract shall exclusively govern the purchases of Products that occur during the Term. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

39. Survival of Terms

The following clauses survive the expiration, termination or cancellation of this Contract: 18. Indemnification; 19. Liability Limitations; 20. Audits; 21. Government Data Practices; 22. Intellectual Property and Data; 24. Publicity and Endorsement; 26. Governing Law Jurisdiction, and Venue; 27. Data Disclosure.

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40. E-Verify Certification (In Accordance with Minn. Stat. §16C.075)
For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor, all its subsidiaries and its subcontractors, if any, will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at: http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the Effective Date.

1. HENRY SCHEIN MEDICAL, A DIVISION OF HENRY SCHEIN, INC.
The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances

By: Mary A. Fanni
Title: VP, Healthcare Services
Date: 6/14/2018

2. STATE OF MINNESOTA FOR MMCAP
In accordance with Minn. Stat § 16C.03, subd. 3

By: Sara Turnbow PharmD, BCPS
Title: Pharmacist Sr.
Date: 6-20-18

3. COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat § 16C.05, ~~subd. 2~~

By:
Title: Asst Dir.
Date: 6/21/18

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ATTACHMENT A: PRODUCTS AND SERVICES PRICING

The MMCAP Participating Member will receive the Contract pricing as set forth, in the following tabs: the *Brand Label Core Products* tab; the *Private Label Core Products* tab; the *Non-Core Products*[4] tab; the *Equipment Schedule* tab, and the *Additional Value Offerings* tab.

The price file for *Attachment A* on this Agreement, is located next to the Contract, on the MMCAP website (http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx), and login credentials are required in order to access it.

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4 The listed categories in the Non-Core Products tab, are intended to cover the Vendor's most current, published catalog of Products, which are not listed in the remaining tabs.

ATTACHMENT B: STATEMENT OF WORK AND VENDOR PERFORMANCE REQUIREMENTS

I. OPERATIONAL REQUIREMENTS

1. Vendor Service Area
As of the Contract Commencement Date, Vendor will provide all Products and related Services, covered under this Contract, on a timely basis, to all of the MMCAP Participating Facilities located within the Service Area listed in *Attachment D* of this Contract. MMCAP reserves the right to add or delete MMCAP Members at any time, during the Contract term.

2. Required Vendor Personnel
Vendor must maintain sufficient personnel, including but not limited to, the personnel listed below, who can provide comprehensive and timely customer services and support to the MMCAP Participating Facilities and the MMCAP Office. Vendor's personnel must have professional qualifications, training and experience, to provide support related to the Products and Services covered by this Contract. In addition, Vendor represents and warrants that its personnel have validated competencies in accordance with all applicable law and regulatory agencies, related to Services and Products covered by this Contract.

Vendor personnel must include but are not limited to the following:

- Primary Account Representative, Account Representative, sales representatives;
- customer service representatives;
- clinical representatives, to the extent applicable;
- distribution center representatives;
- MMCAP Contract representatives for the MMCAP Office;
- MMCAP Contract representatives for the MMCAP Members;
- MMCAP account representatives;
- Product marketing specialists;
- Product training and education specialists in the form of facilitating such training and education with the applicable Manufacturer;
- supply chain improvement specialists;
- Product ordering system technical support and training specialists;
- Contract implementation and transition team;
- account payable/receivable specialists, capable of addressing and timely solving invoice/credit rebill inquiries.

3. Customer Service to MMCAP Office.

3.1. The Vendor will provide its customer service function to the MMCAP Office, by assigning a Primary Account Representative to the MMCAP Office, and must provide a minimum of 24 hours' advanced notice to MMCAP, if that person is reassigned. The Primary Account Representative will be responsible to discuss at a minimum, but not limited, the following topics:

- Customer satisfaction;
- Vendor performance;
- specific account performance;
- required reports;
- other Contract related issues.

a. The Vendor's designated Primary Account Representative for the MMCAP Office will be as follows (or the Vendor's named successors):

Name	Title	Office Address	Contact Information
Andy Oterson	Manager, National Account	N/A	**Phone:** N/A **Mobile Phone:** (240) 409-6125 **Fax:** N/A **Email:** Andy.Oterson@henryschein.com

b. The alternate Account Representatives will be:

Name	Title	Office Address	Contact Information
Carole DeLong	Telesales Consultant	N/A	**Phone:** (775) 327-3200 x2242770 **Mobile Phone:** N/A **Fax:** N/A **Email:** Carole.Delong@henryschein.com

c. Additional functional contacts are:

Name	Title	Office Address	Contact Information
Andy Goldy	GM, EMS Specialty	N/A	**Phone:** (800) 868-2472 x2352132 **Mobile Phone:** N/A **Fax:** N/A **Email:** Andy.Goldy@henryschein.com
Neil Silverstone	Manager, National Sales	N/A	**Phone:** (631) 454-3008 x2223008 **Mobile Phone:** N/A **Fax:** N/A **Email:** Neal.Silverstone@henryschein.com
Stacy Garrett (Meadows)	Manager, Telesales		**Phone:** (775) 327-3227 x2243227 **Mobile Phone:** N/A **Fax:** **Email:** Stacy.Meadows@henryschein.com

d. In the event the MMCAP Office determines the Primary Account Representative is non-responsive, the MMCAP Office will escalate issues to the following individuals to take appropriate corrective action for problem resolution:

Name	Title	Office Address	Contact Information
John Ballarin	Senior Manager, National Accounts	N/A	**Phone:** (734) 431-1161 **Mobile Phone:** **Fax:** N/A **Email:** John.Ballarin@henryschein.com
Joe Kenis	Senior Manager, National Accounts	N/A	**Phone:** (734) 431-1161 **Mobile Phone:** **Fax:** N/A **Email:** Joe.Kenis@henryschein.com

e. The Vendor shall notify the MMCAP Office of changes in the Vendor's key administrative personnel, in advance and in writing. Any employee of Vendor, who, in the opinion of the MMCAP Office, the MMCAP

Participating Facilities or the MMCAP State Contacts is unacceptable, will be removed from the project upon written notice to the Vendor; provided, however, any such removal must be for lawful reasons. In the event that an employee is removed pursuant to a written request from MMCAP's Authorized Representative, the Vendor will have thirty (30) business days in which to fill the vacancy with an employee, in Vendor's sole discretion.

There will be no charge to the MMCAP Office, MMCAP Member States or the MMCAP Participating Facilities, for assigning replacement personnel. Vendor agrees that each such replacement personnel have the necessary orientation, background, knowledge, skills, and abilities, to perform in the position replaced.

3.2. Customer Service Department

Vendor must maintain through the term of this Contract, a toll-free customer service call center. The call center operational hours must cover all the U.S. time zones, including Alaska and Hawaii, during normal business hours and have a system to respond to inquiries during its non-operational hours.

The call center representatives must be capable of responding to telephone or electronic message inquiries (e.g. email, or "click to chat feature" on Vendor's website), from the MMCAP Participating Facilities and the MMCAP Office. The call center representatives must also have the corporate authority, experience and training to respond to any inquiry related to the MMCAP Contract.

Vendor shall provide the MMCAP Participating Facilities access to the Vendor's customer service department, which at a minimum, consists of the following:

- Customer support center located at: Reno, NV and Melville, NY
- Customer service hours of operation are 8am – 8:30pm, EST; Monday - Friday, excluding the following national holidays: Christmas, New Year's Eve, 4th of July, Labor Day, Memorial Day, Thanksgiving Day and the day after Thanksgiving.
- Access to customer service representatives, with principal responsibilities in the areas of but not limited to: order entry, shipping, delivery, ordering, stocking issues, and other general customer service requests, can be reached toll free at 800-472-4346 for customer service support or 800-772-4346 to place an order; to fax an order 800-329-9109, or by e-mail at custserv@henryschein.com for customer service support or medsls@henryschein.com to place an order via email.
- Technical support is available Monday-Friday; 8am – 8pm EST. Technical support can be reached toll free by calling 800-711-6032, or via email at ECS@henryschein.com. See *Section 2.9,* of *II. Contract Transition and Implementation*, for more details on technical support for Product ordering.
- **Emergency Call Procedures**: Vendor agrees to use commercially reasonable efforts to accommodate any emergency orders a MMCAP Member or MMCAP Participating Facility may have which shall be used for life critical emergency situations only, that requires Product before the Next Scheduled Delivery Day, provided however that MMCAP, MMCAP Members and MMCAP Participating Facilities understand that Vendor does not have the capabilities to provide delivery of Products on the same day an Order is placed. Such MMCAP Member and/or MMCAP Participating Facility may utilize one of the contact methods outlined under *Section 3.2* of this *Attachment B* to reach out to Vendor.

3.3. MMCAP Participating Facility Customer Account Representatives

Vendor will have a designated account representative appointed by the Vendor's Primary Account Representative, who can address Contract related issues, as initiated by MMCAP Participating Facilities located in each MMCAP Member State. Upon request, the representatives will meet with MMCAP Office, MMCAP Member State/City Representatives and the MMCAP Participating Facilities, to discuss at a minimum, but not limited to, the following:

- Customer satisfaction;
- Vendor performance;

- State account performance;
- Reports (e.g., Contract compliance);
- Invoices for charge-backs and/or Products not billed to Medicare;
- Other contract related issues.

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II. CONTRACT TRANSITION, IMPLEMENTATION AND MANAGEMENT

1. MMCAP Contract Transition and Implementation

In completing the transition of this Contract, Vendor shall work with the MMCAP Office, MMCAP State Contacts and MMCAP Participating Facilities, to determine the appropriate steps and schedule for the transition. Vendor acknowledges that the transition may be dependent upon the terms of the MMCAP Participating Facilities' existing contracts with manufacturers and distributors. Vendor's procedure for implementing and transitioning MMCAP Participating Facilities to this Contract is set forth on *Attachment E: Vendor's Contract Implementation and Transition Plan.*

1.1. Mutual Exchange of Account Based Information

Within sixty (60) days, before the Commencement Date of this Contract, the MMCAP Office will provide the Vendor with its list of current MMCAP Participating Facilities, along with Product usage information. Within sixty (60) days after the Effective Date of this Contract, the Vendor will provide the MMCAP Office, with the list of existing MMCAP Participating Facilities Vendor is servicing under this Contract.

During the term of this agreement, MMCAP and the Vendor will exchange their respective lists of Members, on a monthly as set forth in *Section 4.5. Vendor Member Listing Report*, in order to verify MMCAP Participating Facilities.

1.2. MMCAP Member Eligibility

Vendor shall inform any prospective new MMCAP business account, that before it is eligible to purchase Products covered by this Contract, at pricing available only to MMCAP Members, it must complete the MMCAP Membership Application form, and enter into a MMCAP membership agreement. Vendor also agrees to refer any prospective new MMCAP business accounts that need further assistance regarding the MMCAP Membership Application process, to the MMCAP Office and to the MMCAP State Contact.

1.3. Vendor Required Documentation

Vendors will provide written notification to new and existing MMCAP Participating Facilities and MMCAP State Contacts, about the Vendor's required documentation and instructions, to enable the MMCAP Participating Facilities to transition to the new MMCAP Contract. At least sixty (60) days before the Commencement Date of the MMCAP Contract, and throughout the Contract term, Vendor will promptly notify the MMCAP Participating Facilities and the State Contacts of any missing or incomplete documentation required for account set-up.

1.4. Start-Up Inventory

If applicable, historical Product usage data will be provided by the MMCAP Office to the Vendor, at least sixty (60) calendar days prior to the Commencement Date of the Contract. Subject to the approval and compliance requirements of the applicable Manufacturer, and upon the request of a MMCAP Participating Facility, Vendor will make commercially reasonable efforts to stock MMCAP Contract Products loaded in its ordering system, and may have a minimum of thirty (30) calendar days' Core Product supply available to order before the Commencement Date of the MMCAP Contract.

1.5. Product Samples and/or Demonstration Models

Upon the written request from any MMCAP Participating Facility, before the Commencement Date of the MMCAP Contract, or at any time during the Contract term, the Vendor agrees to provide Product samples within reason and so long as available from an applicable Manufacturer, and/or demonstration models to any MMCAP Participating Facility at no charge. Upon request from MMCAP Participating Facilities, the Vendor will use commercially reasonable efforts to also provide, if applicable, training on the Products, or facilitate the training of such Product with the applicable Manufacturer, covered by the MMCAP Contract, including the Product features and proper Product use.

1.6. MMCAP Office Contacts

The primary MMCAP Office Contacts during the Contract implementation and transition period are:

- Emilio Graulau, MMCAP Healthcare Products & Services Coordinator
  Email: Emilio.Graulau@state.mn.us
  Phone: 651-201-3113
- Elizabeth Suszynski, MMCAP Healthcare Products & Services Coordinator
  Email: Elizabeth.Suszynski@state.mn.us
  Phone: 651-201-3125
- Jim Losinski, MMCAP Healthcare Products & Services Manager
  Email: James.Losinski@state.mn.us
  Phone: 651-201-2440
- Alan Dahlgren, MMCAP Managing Director
  Email: Alan.Dahlgren@state.mn.us
  Phone: 651-201-2410.

1.7. Business Interruption Plan

Vendor must have in place, during the term of this Contract, an emergency preparedness and business continuity plan. During the implementation and transition phase of this Contract, Vendor will work with each requesting MMCAP Participating Facility, to develop a pre-selected list of Products to be shipped in the event of a national or regional emergency. Vendor's detailed Business Interruption Plan is set forth on *Attachment K*.

1.8. Inventory Management

Described below are the Product inventory management requirements for MMCAP Contract Products that are set forth on *Attachment A*.

- **Inventory Management at an MMCAP Participating Facility**
  Upon request by an MMCAP Participating Facility, Vendor may provide at cost or no cost to the MMCAP Participating Facility, inventory management support that includes but is not limited to: training, software, reporting capability, and handheld devices, to assist the facility in performing its onsite inventory. Upon request by the MMCAP Participating Facility, Vendor may agree to conduct the inventory management support Services, in accordance with the process mutually agreed upon by Vendor and such MMCAP Participating Facility.

- **Vendor Contacts**
  Vendor's designated contact for all usage, inventory, and special order questions for the MMCAP Office is:

Name	Title	Office Address	Contact Information
Andy Oterson	Manager, National Accounts	N/A	**Phone:** N/A **Mobile Phone:** (240) 409-6125 **Fax:** N/A **Email:** Andy.Oterson@henryschein.com

Vendor's designated contact for all usage, inventory and special order questions for the MMCAP Participating Facilities is:

Name	Title	Office Address	Contact Information
Andy Oterson	Manager, National Accounts	N/A	**Phone:** N/A **Mobile Phone:** (240) 409-6125 **Fax:** N/A **Email:** Andy.Oterson@henryschein.com

1.9. MMCAP Contract Products

1.9.1. Non-Stocked MMCAP Contract Products

For MMCAP Contract Products that are not stocked, an MMCAP Member or MMCAP Participating Facility, as applicable, may request the Vendor add the Product to inventory at the applicable distribution center, by contacting customer service or its account representative. Upon mutual agreement between Vendor and a MMCAP Participating Facility, such non-stocked MMCAP Contract Product will be available for delivery within seven (7) – thirty (30) business days, which such availability and delivery, shall be subject to Manufacturer's lead time, unless such non-stocked MMCAP Contract Product is delayed due to Manufacturer unavailability, or force majeure provision, as set forth in *Article 4, Section 33* of this Contract. In the event the fulfillment of any of the requests exceeds what is specified in this section, Vendor will provide prior written notice of the delay, the reason for the delay, and the estimated fulfillment date to the requesting MMCAP Member or MMCAP Participating Facility and the MMCAP Office.

- Vendor may stock MMCAP Contract Products, which meet the Stocking Requirements of Vendor and subject to the approval, availability and compliance requirements of an applicable Manufacturer, and upon the request of a MMCAP Member or MMCAP Participating Facility ("Stocked Products").
- Upon request, Vendor will develop an inventory forecasting report to the MMCAP Office. This report will monitor and forecast ordering, usage patterns, as well as, identify significant trends, including increases and decreases in purchases. Monthly Contract compliance reports to monitor purchases of MMCAP Contract Products must also be available to the MMCAP Office upon request.
- Vendor may not discontinue stocking a Stocked Product, unless an applicable MMCAP Member or MMCAP Participating Facility is not meeting the Stocking Requirements. Provided however, Vendor shall notify the applicable MMCAP Member or MMCAP Participating Facility of its intent to remove such Stocked Product from its distribution center.
- Vendor acknowledges and agrees to maintain Product utilization history data of the MMCAP Contract Products for a minimum of sixty (60) calendar days. If any Product has not been ordered after sixty (60) calendar days, Product utilization history data can be adjusted accordingly in the Vendor's Product inventory management system, to reflect the non-usage of the Product.

1.10. MMCAP Contract Product Additions

1.10.1. Except for newly added MMCAP Contract Products, Vendor will use commercially reasonable efforts to have the Products loaded and viewable in its system, and ready for delivery no later than thirty (30) business days from the time Vendor receives notification, from the Manufacturer, that the Product has been added to the MMCAP Contract.

2. MMCAP Contract Management

2.1. MMCAP Contracted Manufacturers

If MMCAP contracts directly with a Manufacturer for medical Products, Medical Equipment and Services, and select pharmacy Products, the Vendor, if it has an existing relationship with the awarded Manufacturer, may agree to stock the MMCAP Contracted Manufacturer's Product. Vendor will distribute the MMCAP Contracted Manufacturer's

Products, as they become available to MMCAP Participating Facilities at the purchase prices agreed to by MMCAP and Vendor. Vendor will have the new MMCAP Contracted Products loaded and viewable within thirty (30) business days from verification from the Manufacturer. The stocking requirements for such new MMCAP Contracted Products will be in accordance with Vendor's stocking requirements and policies. The availability for delivery will be subject to a Manufacturer's availability and lead time. If Vendor does not have a business relationship with the new MMCAP Contracted Manufacturer, Vendor shall use commercially reasonable efforts to establish a business relationship, and will follow the terms and procedures outlined in this section.

The MMCAP Office reserves the right to modify the MMCAP Contracted Manufacturers List, as set forth in *Attachment F*, at any time during the Contract term. MMCAP shall provide Vendor notice of any changes to *Attachment F*.

2.2. Product Outages

2.2.1. Product Stock Outages

Vendor's Stock Outage and Backorder Policy is attached to this Contract as set forth in *Attachment H*. Product Backorder due to cancellations/backorders that are not created by the Vendor's Contracted Supplier, will be considered a failure to perform by the Vendor, unless such failure to perform is subject to a Force Majeure as set forth in *Section 33* of *Article 4*, and may be considered grounds for termination of this Contract. In addition to the policy in *Attachment H*, the Vendor agrees to utilize the following process in the event of a backorder situation due to a Vendor-created stock outage.

- **Immediate Notification**
  Vendor will provide written notice to the MMCAP Members, MMCAP Member States and the MMCAP Office within forty eight (48) hours, of being notified by an applicable Manufacturer, of any Products covered by this Contract and that are on Manufacturer Backorder. Vendor's backorder notification will include:
  - The Products placed on backorder status;
  - provided that Vendor has received such information from the applicable Manufacturer, (i) the expected timeline of the backorder, from the time the Products are added to the backorder status and (ii) the back order status of the Products will be removed;
  - the reason for the Product backorder, if Vendor knows the reason, and how the Vendor intends to resolve the backorder situation;
  - summary of the plan to obtain Product Substitutes during the backorder period.

2.3. Options for Obtaining Backordered Products

2.3.1. Manufacturer Direct Shipment

If there are Products subject to a Manufacturer Backorder, and these Products are deemed critical by the MMCAP Participating Facility, and the Products are available from another Manufacturer, then, if expedited shipping is requested, the Vendor may have such other Manufacturer of the Product, Drop Ship the Product to the MMCAP Facility via Next Day Delivery or to the extent such Manufacturer does not Drop Ship Products, Vendor will ship the Product as soon as such Products are available to the MMCAP Facility for delivery via Next Day Delivery. The MMCAP Participating Facility may be subject to additional cost or shipping charges.

2.3.2. Purchase of Product Substitutes on the Open Market

Should the MMCAP Participating Facility opt out of the Automatic Product Substitution process for the then requested Manufacturer Backordered Product in an applicable Order, the ordering MMCAP Member may purchase a Product Substitute on the open market during the time the Vendor is unable to provide such Manufacturer Backordered Products. Vendor must distribute and deliver the Products covered under this Contract to the nationwide MMCAP Participating Facilities, including the states of Alaska and Hawaii. The Vendor must deliver to sites identified by the ordering MMCAP Members, and if necessary, add other delivery

sites as identified by the MMCAP Members during the term of the MMCAP Contract. The Vendor will at no time, refuse to deliver to any MMCAP Participating Facility without the prior written approval by the MMCAP Member, and the MMCAP Office. Vendor will use commercially reasonable efforts to agree to deliver the Products that accommodate the business model or the specific delivery needs of the MMCAP Participating Facility.

2.3.3. Auto-Backorder
Vendor will have an auto-backorder function that is part of its existing Product ordering system, which will allow MMCAP Participating Facilities to receive backordered Product due to Vendor created Stock Outages promptly, upon availability of the Product.

2.4. Management of MMCAP Contract Products

2.4.1. Price Loading Requirements

a. Vendor will be responsible for processing the MMCAP Contract File Updates, or the files sent to the Vendor by the MMCAP Office, which specify the Products and pricing covered under this Contract.

b. Vendor will load the pricing covered under this Contract.

c. Vendor will identify Products either under brand, or private labels.

d. Price Loading MMCAP Contracts
If applicable to this Contract, this may also include the Product pricing that the MMCAP Office has negotiated with MMCAP Contracted Manufacturers.

- Timeframe, including Effective Date;
- distribution fees;
- loading of Manufacturer pricing;
- Contract implementation;

e. Vendor will load and make viewable in its ordering system, all data lines from MMCAP's Contract File update notifications, on a date agreed upon between the Vendor and MMCAP.
When Manufacturer verification is needed, in order to load an MMCAP Contracted Manufacturer's Product, and the MMCAP Contracted Manufacturer has not responded, or provides data that is inconsistent with the MMCAP Contract File Updates, Vendor will use commercially reasonable efforts to notify the MMCAP Office in writing, no later than five (5) business days (after the previously mutually agreed date allowed for Vendor processing).

f. Provided that Vendor has received all requested account set-up information, Vendor will have all MMCAP Contract and individual MMCAP Contracted Manufacturer contracts loaded, prior to the MMCAP Member's first order. This includes all tiered Contracts, if applicable to this Contract.

2.4.2. Product Additions/Deletions
Vendor may not add or remove any MMCAP Contract Products from its database, except those identified in the *Non-Core Products* tab, of *Attachment A*, without the prior written consent of the MMCAP Office, as set forth in *Article 4, Section 38.2, Amendments,* of this Contract. Notwithstanding the foregoing, Vendor shall have the right to remove any Product as a result of any governmental agency notifying Vendor to discontinue selling Products, to include but not limited to recall Products. Vendor shall provide notice to the MMCAP Member of such occurrence.

2.4.3. Adequate Supply
Vendor agrees to use commercially reasonable efforts to maintain an adequate supply of at least thirty (30) days any Product that is added to the MMCAP Contract and to which Vendor agrees.

2.4.4. Automatic Product Substitution

The intent of this Contract is to provide Products included on *Attachment A*, to MMCAP Participating Facilities, and not Product substitutes. During the implementation period, the Vendor shall assist MMCAP Participating Facilities with the identification of acceptable Products for Automatic Product Substitution, in the event the Products covered by this Contract are not available at the time of order placement. Automatic Product Substitution will only be permitted upon the written consent of the MMCAP Participating Facility, and a record of the Vendor's Automatic Product Substitutions shall be provided to the MMCAP Office at the quarterly business review meetings.

In instances where the Vendor uses the Automatic Product Substitution process, the MMCAP Participating Facility must be notified of the Product substitution, and the substituted Product must be annotated as such on the MMCAP Participating Facility's Order Confirmation. Automatic Product Substitution by the Vendor without the MMCAP Participating Facility's prior written consent is prohibited.

Upon request, and at any time during the term of this Contract, Vendor will supply the MMCAP Office with a list of MMCAP Participating Facilities using Automatic Product Substitution and a report of the Products substituted. In the absence of Automatic Product Substitution, if the Vendor cannot fill an order for a Product included in *Attachment A*, then the Vendor shall notify the MMCAP Participating Facility, and inform the Order Originator as to the reason the requested Product is not available, and the Vendor shall suggest possible suitable Product substitutes from the established Product substitute list. The Vendor shall not suggest its private label Products, without also suggesting at least one brand label Product. The MMCAP Participating Facility will decide whether to accept a Product substitute, or to cancel the unavailable Product from the order.

a. On-Contract Purchasing Reports

Vendor agrees to encourage MMCAP Participating Facilities to purchase MMCAP Contract Products, including purchases through open solicitations. Vendor must not condone or encourage in any way, the Product Substitution of a MMCAP Contract Product, with that of a non-MMCAP Contract Product. In order to ensure overall MMCAP Participating Facility Contract compliance, Vendor may be asked to provide, at no cost to MMCAP, a monthly report containing the following fields:

- MMCAP Participating Facility name;
- MMCAP ID Number and Vendor account number;
- Contract volume (in dollars) by facility;
- Not-on Contract volume (in dollars) by facility;
- Total volume (in dollars) by facility.

2.4.5. Product Expiration Dating

- At a minimum, expiration dating for all MMCAP Contract Products and non-contract Products, delivered to MMCAP Participating Facilities, Vendor will use commercially reasonable effort to ensure Products have at least a minimum shelf life of six (6) months remaining, upon delivery to the MMCAP Participating Facilities. MMCAP understands and agrees that Vendor relies heavily on Manufacturer's to meet this requirement.
- Vendor shall use commercially reasonable efforts to notify MMCAP Participating Facilities when the shipment of a Product has an expiration date of less than six (6) months
- If Vendor distributes short dated Product to an MMCAP Participating Facility without prior approval, the Product may be returned to the Vendor at Vendor's expense, and subject to *Section 2.18, Products Returned to the Vendor.*

2.5. Product and Services Ordering

Vendor will implement its ordering system, including its emergency ordering system, regardless of the technological capacity of the Order Originator. Vendor will provide order training procedures to staff identified by the MMCAP Member at no charge, within a mutually agreeable timeframe to the Vendor and the MMCAP Member, after establishing a new MMCAP business account. In addition, Vendor will provide ongoing technical and training support to the MMCAP Members who use its Product and Services ordering system during the term of the Contract. Vendor will also provide its Product and Services catalog in the format requested by and within technological capabilities of the MMCAP Member, which may include an online, or other electronic based catalog, and also Microsoft Office compatible electronic files, or other paper-based format.

2.5.1. Ordering System

a. Vendor will provide to each Order Originator, a Product and Services ordering method that allows the facility to quickly and accurately order MMCAP Contract Products, and non-contract Products, within the technological capabilities of the MMCAP Member. At a minimum, Vendor's Product ordering system(s) must provide the following functionalities:

- Clearly identify all MMCAP Contract Products, and whether these Products are in stock;
- build and place electronic orders;
- review pending orders for correctness and Contract compliance;
- provide online allocation of ordered amounts;
- receive order confirmation reports.

b. Vendor will offer its Product ordering system(s) to MMCAP Members. Vendor will support the following ordering methods: Internet, EDI, phone orders via interactive voice response, direct call to customer service, handheld device ordering, and fax orders.

2.5.2. Training

Training for the Vendor's ordering system may be provided on-site at the MMCAP Member's facility, through webinars or other online training systems that must be approved of in writing by the facility.

a. Training will include but is not limited to the following:

- Proper use of Product and Services order entry devices including computer and hand held units, if applicable;
- how to access and interpret Vendor's inventory status;
- Order placement process (Product inquiry, placement, order edit, print back confirmation, etc.);
- any required Product ordering system maintenance;
- requesting or printing bar code labels, if applicable;
- download/run/print/export contractually required reports, if applicable;
- operation of inventory management program, if applicable;
- identifying MMCAP Contract Products;
- contact information in case of questions regarding ordering;
- training guides or manuals and system operating manuals, accessible on line (including all updates), if available, for all Medical Equipment and software furnished by the Vendor to each individual ordering facility (this requirement may be subject to Vendor facilitating with the applicable Manufacturer for the applicable MMCAP Facility or MMCAP Member);
- assigning of account login IDs and passwords;
- processing item returns;
- technical support to interface hand held devices with each facility's PC/network infrastructure, as applicable.

b. Vendor will provide each ordering facility with a Product and Services ordering instruction manual, outlining all online ordering functions. Vendor may work with the MMCAP Office, to develop other training processes as necessary.

2.6. Ordering System(s) Back-up Service, Maintenance and Repair
If Vendor's ordering system is internet based, Vendor agrees that routine site maintenance will only occur on weekends, and MMCAP Participating Facilities and MMCAP State Contacts will be notified in advance of the scheduled maintenance. Vendor reserves a maintenance window during the evening Monday – Friday and all day Saturday and Sunday.

2.7. Order Placement
Vendor's Product ordering system will display at least, but is not limited to the following information:

- MMCAP Member name;
- Vendor assigned account number;
- Product and Services name;
- Vendor's Product number;
- generic name or Private Label name;
- Product and Services description;
- packaging;
- Manufacturer name;
- unit dose indicator (if applicable to the Products ordered under this Contract);
- form of Product (if applicable; e.g., tablet, capsule, etc.);
- United Nations Standard Products and Services Code® (UNSPSC®);
- Contract Price (specific to the pricing and Contract eligibility of each MMCAP Member);
- Product denoted as available as a drop shipment;
- Product inventory status (e.g., stocked, unavailable due to MBO, Vendor out of stock, or allocation situations);
- real-time Product inventory quantity available (Product in stock minus those allocated to orders);
- Product substitute search option;
- Product inquiry search option;
- automatic substitution information option, if available and in accordance with Vendor's then current system capabilities;
- auto-backordering function;
- HIN number (where applicable);
- photographic picture of the Product(s) being ordered.

2.7.1. Default Set-Up
Vendor agrees that all new MMCAP Participating Facilities will start with a standard default ordering set-up, to ensure MMCAP Contract compliance.

2.8. Confirmation Print back/Order Confirmation
The Vendor's Product and Services ordering system will allow for the input of an individual purchase order number, assigned by the MMCAP Member for each order submitted. Vendor will provide a purchase order confirmation report to the Order Originator the same day the order is placed, if submitted during Vendor's normal business hours, or the next business day. The order status report will reference the purchase order number of the original order, and include any related Product order information, including but not limited to, the turn-around time from the placement of the MMCAP Member's order, to the expected delivery of the Product.

2.9. Technical Support for Product Ordering
Vendor's technical support is available from 8am – 8pm EST Monday-Friday. After 8am – 8pm EST the line will transfer to voicemail, and Vendor's technical staff will respond to any urgent issues promptly but in no event greater than two (2) business days. The primary method for contacting technical support is via telephone, however for

certain support scenarios, technical support can accommodate requests via email. In those instances, Vendor's technical staff will check email promptly and will respond to any urgent issue within two (2) business days.

2.10. Emergency Order Placement and Delivery

Vendor agrees to offer an emergency Product ordering system during the term of this Contract, through Vendor's website. An emergency Product order is defined as one necessary for immediate and specific patient care, which falls outside the normal order and delivery parameters. The MMCAP Office agrees to work with the Vendor, if abusive situations arise related to emergency orders.

2.10.1. Emergency Order Placement

During normal working hours, emergency orders should be directed to the customer service team assigned to service the MMCAP Member. After normal business hours, Vendor will provide each MMCAP Participating Facility access to a special after-hours notification system, in the form of electronic notification systems. Vendor's emergency ordering system must be available twenty-four (24) hours a day, seven (7) days a week. The emergency order must be processed by the Vendor's electronic ordering system, and within a few hours will acknowledge receipt of the emergency order placed by the Order Originator.

2.10.2. Emergency Order Delivery

The emergency order must be processed the same day it is received, if received during normal business hours, and shipped by the most expeditious means possible, unless other shipping means are identified by the Order Originator and the shipping charges for such expeditious shipping means will be the responsibility of the MMCAP Participating Facility of the Order Originator.

2.11. Product Delivery

Vendor must distribute and deliver the Products covered under this Contract to the nationwide MMCAP Participating Facilities, including the states of Alaska and Hawaii. The Vendor must deliver to sites identified by the Order Originator, and if necessary, add other delivery sites as identified by the MMCAP Members during the term of the MMCAP Contract. The Vendor will at no time, unless otherwise required by law, refuse to deliver to any MMCAP Participating Facility without the prior written approval by the MMCAP Participating Member and the MMCAP Office; except Vendor shall have the right to review and hold orders to the extent an applicable MMCAP Participating Member (i) is past-due or delinquent beyond their regular payment terms. Vendor will use commercially reasonable efforts to agree to deliver the Products that accommodate the business model, or the specific delivery needs of the MMCAP Participating Facilities.

2.11.1. Routine Delivery Requirements

a. No Additional Fees

Vendor may not charge any additional fees for routine deliveries, unless such Service is subject to a charge, to MMCAP Participating Facilities.

b. Shipping Terms

All routine scheduled order for standard Product shipments will be F.O.B. Destination, Freight Prepaid and Allowed.

c. No Fuel Surcharges

Vendor agrees that it will not charge a fuel surcharge for the term of this Contract.

d. Delivery Schedule

Vendor will provide a daily order and delivery schedule for each MMCAP Participating Facility. Vendor will have three (3) business days, from the date the Product is ordered, to have the Product stocked and delivered at no extra cost to the Order Originator, barring any Manufacturer production issues or any minimum order requirements from a Manufacturer. It is understood that deliveries to Alaska or Hawaii may take longer.

All expedited deliveries will be made next day, or on the Next Scheduled Delivery Day (excluding Alaska and Hawaii), unless communicated otherwise. MMCAP Participating Facilities will provide the Vendor with a Holiday Schedule throughout the term of this Contract, and Vendor will provide the MMCAP Participating Facilities a Holiday Delivery Schedule, which accommodates the delivery needs of the MMCAP Participating Facilities.

e. Delivery Time

Vendor's daily order cut off time will be 3:00pm EST time, with the delivery window from generally between 10:00am – 4:30pm the next business day, depending on location and distance from the servicing distribution center and the location of the applicable MMCAP Participating Facility. Orders received Monday through Thursday will be delivered in an average turnaround time from the placement of an MMCAP Member's Order, to the expected delivery date of the Product of less than three (3) business days. Orders received Friday will be delivered the next business day depending on location and distance from the servicing distribution center and the location of the applicable MMCAP Participating Facility.

f. Hazardous Materials

Vendor will only ship hazardous materials as allowed by the appropriate government regulations. MMCAP Member and MMCAP Participating Facility may be subject to additional shipping charges.

g. Damaged Products

All damaged Products must be reported to Vendor's customer service department, as set forth in *Section 2.18, Products Returned to the Vendor*, and applicable credits will be issued within three (3) business days from receipt of the damaged item.

h. Lost Products

All lost Products must be reported to Vendor's customer service department, as set forth in *Section 2.18, Products Returned to the Vendor*. Upon reconciliation, Vendor will apply credit for lost items as applicable within three (3) business days.

i. Large Size Orders

Vendor must have the ability to ship palletized deliveries via freight companies, and must be able to use large companies for dock deliveries instead of small couriers. Orders should be shipped as ordered (by case or by pallet) by the MMCAP Member, so they can be properly unloaded and stored. Vendor will ship palletized and case quantity orders on a weekly, or bi-monthly basis, for all distribution centers, or as mutually agreed upon between the Vendor and the ordering MMCAP Member. MMCAP Member and MMCAP Participating Facility may be subject to additional shipping charges.

2.12. Drop Shipments

a. All fees associated with Drop Shipments are listed in *Attachment G: Vendor's Shipping Policy.*

b. The Vendor will act as a conduit to expedite and simplify the ordering and payment of drop shipped Products.

c. Unless approved by the MMCAP Member, Drop Shipments directly from Manufacturer (not shipped by Vendor) for recurring orders are prohibited.

d. Products requiring Drop Shipment must be easily identified in Vendor's Product ordering system. Vendor's Drop Shipment Products are denoted in its Product ordering system.

e. Timelines for the delivery of Drop Shipment Products will be made per the request of the MMCAP Participating Facility (e.g., expedited shipment, standard delivery, etc.). Vendor will place Drop Shipment requests with Manufacturers within one (1) business day of receiving the request from the MMCAP Member.

f. In the event that Vendor is unable to fill a MMCAP Member's order for an MMCAP Contract Product, Vendor will have the Product drop shipped directly from the Manufacturer. The MMCAP Member may be assessed a fee for this shipment.

2.13. Delivery for Special Products

a. If applicable to the Products offered under this Contract, Vendor will maintain appropriate temperatures and environmental conditions in accordance with Manufacturer requirements for delivery of Special Products to the

MMCAP Participating Facilities. All refrigerated Special Products will be shipped in returnable coolers with appropriate packaging to maintain the required temperature range. Special Products requiring refrigeration will be clearly marked as such. Temperature monitors will be used if they are required by the Manufacturer.
b. All Special Products will be adequately packaged by Vendor. If an MMCAP Participating Facility refuses Special Product that has been inadequately packaged, the MMCAP Participating Facility must notify Vendor's customer service department to log the complaint. Any costs associated with the return of Special Product due to improper packaging or transport, will be at the expense of the Vendor.
c. Vendor must not distribute MMCAP Contract Products through associated specialty distributors, without the prior written approval of the MMCAP Office or without the Manufacturer requiring the Vendor to do so.
d. In the event a Manufacturer charges Vendor for shipping, due to an expedited request by an MMCAP Member, Vendor will provide advance written notice to the MMCAP Member, and invoice the MMCAP Participating Facility by line item, for the same shipping cost charged by the Manufacturer. Backup documentation will be available upon request for any shipping fees that are charged to the MMCAP Member, for Products supplied by Vendor.

2.14. Invoicing

2.14.1. Order Invoice

a. Vendor will submit an invoice with each order. Invoices must be only for the amount of Product and Services delivered, not the amount ordered. Quantity ordered and quantity shipped must be based on the packaging associated with the Vendor's Product ID number.
b. No additional fees or special handling charges will be assessed for MMCAP Contract Products, unless such Products are Medical Equipment Products or Special Products.
c. All additional fees (e.g., expedited shipping charges) previously agreed upon between the Vendor and MMCAP, will be in line item detail, separated from the Product's cost, and will be tied back to an original invoice number.
d. Upon request, Vendor will work with the MMCAP Member, to develop a customized invoice format. At a minimum, the Vendor's invoice will contain the following fields:

- MMCAP Member name;
- Vendor-assigned account number for the MMCAP Member;
- invoice line number;
- MMCAP Member's purchase order number;
- invoice date;
- Vendor's SKU item number;
- UNSPC number;
- NDC (11 digit, if applicable to this Contract);
- Product name/description;
- packaging as associated with NDC number(if applicable to this Contract);
- unit Price;
- quantity ordered;
- quantity shipped;
- extension (unit Price multiplied by the quantity shipped);
- total invoice Price;
- bill to address;
- ship to address;
- applicable omit codes (e.g., Manufacturer backorder, Wholesaler temporarily out, Manufacturer discontinued, etc.);

2.14.2. Invoice Rounding
Vendor agrees to round down if the third digit after the decimal is 4 or less. Vendor agrees that any rounding will occur at the MMCAP Member invoice unit Price.

2.14.3. Invoice Disputes
In the event that applicable state law mandates set-off by an MMCAP Member or MMCAP Participating Facility, such set-off rights shall be exercised only to the extent expressly set forth in the applicable statute.

Unless expressly mandated by applicable state law, the MMCAP Member will notify Vendor of any known dispute with an invoice within fifteen (15) calendar days from receipt of the invoice. If all, or a portion of the disputed invoice is found to be in error, Vendor shall issue a credit and/or adjust the original invoice to the MMCAP Member appropriately, and provide a corrected invoice.

Where the above is prohibited by an MMCAP Member State's applicable law(s), the Vendor shall comply with requirements of that state's law(s) related to disputed invoices. Vendor will use commercially reasonable efforts to resolve known disputes related to Contract pricing within fifteen (15) calendar days of notice of the dispute. This clause will in no way be deemed a limitation on the Parties, as it relates to the future auditing and/or correction of invoices.

2.15. Payment
Each MMCAP Member will be responsible for payment of the Products and Services, provided by Vendor. MMCAP will have no liability for an unpaid invoice of any MMCAP Member. Vendor agrees to invoice the MMCAP Member for all Products shipped and Services provided. Vendor agrees to accept purchase orders. Vendor will accept payment in the form of check or Automated Clearing House/Electronic Funds Transfer (ACH/EFT). Vendor will accept, for payment of purchase orders, Electronic Funds Transfer (EFT) and credit cards authorized by the ordering MMCAP Member. Initial selection of, and changes to a MMCAP Participating Facility's choice of payment terms, are subject to Vendor's reasonable credit requirements. If not otherwise provided, payments are due within ten (10) days from Vendor's invoice date.

2.16. Credits and Rebills
a. Vendor will process credits and rebills as soon as reasonably practicable, as notifications are received from an MMCAP Member. In the case of an invoice dispute, Vendor will issue credits/rebills within seven (7) business days, after the Dispute Resolution process set forth in this Contract.
b. Vendor will provide credits and rebills to each MMCAP Member online, with the option to print a hard copy.
c. Vendor will notify MMCAP Member of credit balances as they are generated. An account statement listing open invoices/credit memos will be sent weekly, semimonthly, or monthly, depending on the account's payment terms.
d. Vendor credits are valid until they are refunded or the account has used payment.
e. In the event of a facility closure, or other extreme event where the MMCAP Member will not be making another purchase through Vendor, the MMCAP Member may cash out its credit(s).
e. Vendor will clearly identify credits as a credit.
f. The Vendor will use commercially reasonable steps to ensure that credits that become available close to the end of the MMCAP Member's fiscal year, are activated for use by the MMCAP Member no later than five (5) business days before the end of the fiscal year.
g. Vendor's credit memo will contain, but is not limited to the following information:

- Original purchase order;
- original Vendor invoice number;
- itemized listing of the Product(s) affected;
- any rebill associated with the credit;

- net credit amount available to the MMCAP Member.

h. Vendor will clearly identify rebills as a rebill.

i. Vendor's rebill memo will contain but is not limited to the following information:

- original Vendor invoice number;
- original order date;
- itemized listing of the Product(s) affected;
- credit memo associated with the rebill;
- reason for the rebill (e.g., Manufacturer chargeback denial, pricing error, etc.);
- effective date of the Product Price change.

2.17. Price Audits and Corrections

a. In the event of a Product pricing error, Vendor must process credit/rebills within thirty (30) calendar days upon resolution of the pricing error.

b. When an MMCAP Member or the MMCAP Office discovers an error in pricing, for an MMCAP Contract Product that favors a facility, the MMCAP Member or the MMCAP Office will notify Vendor. Upon mutual agreement by the MMCAP Office and Vendor of the error in pricing, Vendor will issue credits/rebills to MMCAP Member, for the time period from the date the error began, to the date it is corrected, subject to timeframe described in letter *a* of this section.

MMCAP and MMCAP Members reserve the right to authorize delegate(s) at the sole expense of MMCAP and MMCAP Members, to audit this Contract and its transactions.

2.18. Products Returned to the Vendor

Vendor will maintain a returned goods policy set forth on *Attachment I: Vendor's Product Return Policy*, for accepting returns from the MMCAP Participating Facilities, in accordance with applicable laws, regulations, and normal business practices.

2.19. Product Recalls

Vendor's Recall Procedures/Policies are set forth in *Attachment J: Vendor's Product Recall Procedures/Policies*. If any Product covered by this Contract requires modification, is removed, or recalled by the Vendor or an applicable Manufacturer, then Vendor shall promptly notify MMCAP and the affected MMCAP Participating Facilities as follows:

a. Recall Notification

Vendor agrees to notify MMCAP and the MMCAP Participating Facilities within seventy two (72) hours, after becoming aware of any Products covered by this Contract and distributed to MMCAP Participating Facilities that require modification, removal or recall as stated above. Notices to MMCAP shall be sent by e-mail to MMCAP.HPSContracts@state.mn.us.

b. Vendor agrees to comply with any process mandated by the FDA, or any other regulatory body if applicable, and will address the recall with each MMCAP Participating Facility. The MMCAP Participating Facility may return to Vendor or the applicable Manufacturer, with such return process to be provided by Vendor at the time of a recall notification, any Products or Product components subject to recall. The Vendor shall pay all freight costs incurred by return of affected Products, and shall reimburse each MMCAP Member for its costs, including freight, in originally acquiring each affected Product.

2.20. Shareback Credits

Vendor will manage, at no additional cost to the MMCAP Office, the MMCAP Member States or the MMCAP Participating Facilities, the MMCAP annual disbursement of shareback credits, according to the schedule below:

a. The MMCAP Office will provide Vendor with (i) an accurate list of MMCAP Participating Facilities receiving a credit based on Net Purchases through Vendor, (ii) the MMCAP ID numbers, facility names, facility addresses, facility cities, facility states, and the credit amount for each facility, and (iii) a check for the total amount of all credits to be provided.

b. Vendor must apply the credit to all listed MMCAP Participating Facilities within fifteen (15) business days of the receipt of the funds.

c. Within thirty (30) business days of the receipt of the funds, Vendor must provide to the MMCAP Office, an Excel Spreadsheet detailing the credit memo information. This Excel listing must include the following fields: account number, MMCAP Member ID, facility name, facility address, facility city, facility state, DEA (if applicable), HIN (if applicable), date of credit memo, credit memo number, and credit memo amount.

d. Within sixty (60) business days of the receipt of the funds, Vendor will refund to the MMCAP Office, any remaining dollars for which it was unable to issue credit; this may be for any MMCAP Member that were determined to no longer be valid Members, or that were not able to be located for any variety of reasons. Vendor will work with the MMCAP Office, in order to identify all MMCAP Members to the best of its ability, in an effort to issue all necessary credits, before refunding dollars back to the MMCAP Office.

- Upon initiating the refund to the MMCAP Office, Vendor will provide a copy of the original Shareback Credit spreadsheet, detailing the credit information (received from the MMCAP Office), the reason for non-application of funds, and the dollar amount of the funds being returned to the MMCAP Office.

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III. KEY CONTRACT PERFORMANCE METRICS

1. Vendor Performance Requirements

Vendor will be required to meet the performance requirements specified in this Contract. Vendor's performance will be recorded in the Vendor Contract Performance Report, and reviewed at the quarterly business reviews with the MMCAP Office. If Vendor's performance is unsatisfactory, as measured against the performance requirements described in this Contract, then the Vendor will be put on a corrective action plan. The corrective action plan will detail the MMCAP Office's expectations, and timeline for bringing the Vendor up to a satisfactory level of performance specified in this Contract. Vendor's failure to perform at a satisfactory level, may result in the termination of this Contract, as described in *Article 4, Section 3, Contract Termination.*

1.1. MMCAP Business Reviews

The Vendor's Authorized Representative for the MMCAP account must attend and participate in business reviews, at least quarterly (every 3 months) during the term of this Contract. Upon request, or if deemed necessary, any MMCAP Participating Facility may also attend. Business reviews will include, but not be limited to the structure and topics in *Section 1.2* below.

1.2. Meeting Structure and Topics

a. The business review meeting agenda must be finalized in advance, with significant MMCAP input.

b. All data, backup reports, and slides pertaining to the meeting, should be sent to the MMCAP Office at least three (3) business days in in advance, or, as agreed upon between MMCAP and the vendor.

c. The quarterly business reviews will, at a minimum, address the following:

- Contract attachment;
- pricing accuracy;
- Contract activity reporting;
- industry news/updated;
- Product information and updates (recalls, innovations, new Products etc.);
- success stories and ongoing new business opportunities;
- EDI setup and audits;
- customer satisfaction;
- Vendor's response to price inquiries;
- Vendor performance issues;
- Member issues;
- conversion activities;
- Contract implementation/transition issue;
- a briefing on Vendor's ongoing efforts to identify any potential savings opportunities for MMCAP Participating Facilities;
- briefing on Vendor's efforts to refer the MMCAP Members to Products that represent the "best value"

2. Products and Pricing Accessibility

2.1. Contract Attachment

Vendor agrees to connect and to provide access of MMCAP Contract Products and Services pricing to MMCAP Members, according to their membership status, and as listed on the Membership Roster of the MMCAP website so long as such MMCAP Member notifies Vendor it has elected to operate under the terms of this Contract. Under no circumstance, Vendor will deny access to MMCAP Contract Products and Services pricing to a MMCAP Member, as long as the MMCAP Member is in good standing and current on payments to the Vendor, as stated in *Section 2.15, Payment,* of *II. Contract Transition, Implementation and Management*, of this Agreement. Vendor agrees to encourage the MMCAP Member, procuring Products and Services pricing under this Agreement, and to extend pricing and applicable discounts, under the conditions of this Contract.

2.2. Pricing Accuracy

Vendor agrees to extend accurate MMCAP Contract pricing and all applicable discounts to all MMCAP Members, as set forth in *Attachment A* of this Agreement. If due to error, the price that was extended to a MMCAP Member did not meet the MMCAP Contract pricing, Vendor must provide a reimbursement or credit to the affected Member, as set forth in *Section 2.16, Credits and Rebills,* of *II. Contract Transition and Implementation.*

2.3. Accessibility to Vendor's Order Entry System

Vendor agrees to facilitate, and to encourage the use of MMCAP Contract Products, by identifying those Products directly in its order entry system. In the case where an MMCAP Member is denied MMCAP Contract Pricing, the Vendor agrees to send notification to the MMCAP Member, as well as to the MMCAP Office via e-mail at: MMCAP.HPSContracts@state.mn.us.

3. Vendor's Response to Price Inquiries

3.1. Price Inquiries from Members

Vendor is required to respond to Product and pricing inquiries from MMCAP Members, within five (5) business days after receipt of the request, or at a mutually agreed upon date with the MMCAP Member and/or MMCAP Office, for a specific quote request. In order to expedite the process, the MMCAP Member is responsible for providing Vendor with its MMCAP Member ID and bill to address. Subject to *Section 6* and *Section 9* of *Article 4* Vendor is responsible, to ensure that the generated price quotes satisfy the pricing, as set forth in *Attachment A* of this Agreement. Subject to *Section 6* and *Section 9* of *Article 4,* Orders placed as Product of generated quotes, will remain consistent with the pricing found in this Agreement. Failure of Vendor, to provide a timely response to customer inquiries on Product and Services information and pricing, will be documented in the Vendor Contract Performance Report, and the Vendor might be subject to penalties, including termination.

3.2. Price Inquiries from Potential Members

In instances in which MMCAP requests pricing from Vendor, on behalf of customers who are considering Membership with MMCAP, Vendor may provide pricing for the Products and Services, consistent with the pricing and applicable terms of this Agreement, and within the reasonable due date requested by the customer, unless such due date is changed under mutual agreement between the inquiring customer, the MMCAP Office, and the Vendor. Vendor understands that if it does not provide pricing to the customer, this might limit future sales activity with said customer, once it becomes a Member.

4. Reporting Requirements

Vendor must provide all of the following reports to the recipients as directed below. All reports must be available in electronic Microsoft Excel file format but in some cases and subject to Vendor receiving a prior written request from MMCAP, paper copy, and contain the required information fields. Vendor will work with the MMCAP Office during the transition and implementation period of this Contract, to ensure the Vendor's required reports meet the reporting requirements of this Contract. If requested by an MMCAP Participating Facility, MMCAP Member State or the MMCAP Office, the requested report may be customized to report data specific to the requesting entity and agreed to by Vendor.

4.1. Reporting Tools

a. Vendor must provide online electronic access to all purchasing data, relating to the Products that are purchased by each MMCAP Member to the MMCAP Office, MMCAP Member State Contacts, and MMCAP Participating Facilities. Electronic access will provide a system for reporting each individual MMCAP Member's purchases, as well as reports on select groups of facilities. Users must be able to manipulate the data, in order to build reports based on each MMCAP Participating Facility's or MMCAP Member State's individual need, and/or ability to transfer data into spreadsheets in a Microsoft Office compatible format.

b. At a minimum, Vendor will provide the following on-line reporting tools:

- Purchase Summary Report - ranks items by sales value, over a designated period of time;
- Manufacturer backorder reporting;
- Fill-Rate Reports'
- Contract Compliance Reports.

c. Vendor will set up a user login on Vendor's online reporting system for each MMCAP Member State and the MMCAP Office, with all MMCAP Member accounts for reporting purposes at no cost.

Vendor will provide the technology to allow one user to run reports for several MMCAP Member accounts, for reporting purposes, at no cost.

4.2. Monthly Sales Data Usage and Administrative Fee Data Reports

All reports indicated in this section, must be available in an electronic Microsoft Excel file format, but in some cases and subject to Vendor receiving a prior written request from MMCAP, paper copy, and contain the required information fields set forth below. Vendor will work with the MMCAP Office during the transition and implementation period of this Contract, to ensure the Vendor submits the required reports in a format and content, mutually agreeable to both parties. If requested by an MMCAP Participating Facility, Member State or the MMCAP Office, the requested report must be customized to report data specific to the requesting entity.

a. Monthly Sales Data Usage Reports for the MMCAP Office

Vendor will supply to the MMCAP Office, accurate monthly sales data on or before the 10th business day of the subsequent calendar month. The report must include Product and Services, and dollar spend amount sorted in descending order, and grouped by Product and Services category. Also, the report MUST include the information set forth below, for every transaction between the Vendor and the MMCAP Member:

- Table 1 details the required fields for the sales data report;
- Table 2 details the required record layout, in a fixed record format.

b. Administrative Fee Data Report

The Vendor must submit a monthly *Administrative Fee Data Report* with each Administrative Fee payment, which includes sales made direct from Vendor, to the MMCAP Member.

The monthly *Administrative Fee Data Report* must contain the fields set forth below, as those fields apply to this Contract. A detailed data file in Microsoft Excel format will be provided upon request. All required Administrative Fee Data Reports must be sent to Mn.MMCAP@state.mn.us, on or before 10 business days of the second subsequent month. Failure to comply with this provision, may constitute breach of this Contract. In the event the Vendor is delinquent in any undisputed Administrative Fees, MMCAP reserves the right to terminate this Contract, as set forth in *Article 4, Section 3*, and to reject any proposal submitted by the Vendor in any subsequent solicitations for medical Products, Services and Medical Equipment, and select pharmacy Products.

Table 1

Required Data Fields for the Sales Data Report
MMCAP-assigned facility ID
MMCAP Facility Name
Vendor Distribution Center Code
Vendor-assigned Account number for the MMCAP Facility
Customer Invoice Number
Customer Invoice Line Number
Customer Purchase Order Number
Invoice date (mmddyyyy)
Buyer name or equivalent of buyer ID for person submitting the invoices (May be left blank)

Vendor's (Distributor) SKU item number
NDC of purchased Product in 5-4-2 format as stored in First DataBank, Inc. (may be left blank if not pharmaceutical)
Label Name (Product description)
Unit Dose (may be left blank if not pharmaceutical)
Pack Size (may be left blank if not pharmaceutical)
Unit (selling unit of measure)
Case Size (case packaging size)
Dose (may be left blank if not pharmaceutical)
Strength (may be left blank if not pharmaceutical)
Route (may be left blank if not pharmaceutical)
Unit Price (99999.9999) (selling unit Price)
Quantity ordered (not Vendor repackaged or re-bundled quantity) (999999.9999)
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)
Extension (unit Price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)
Type of transaction (MMCAP Contract purchase, other Contract purchase (340B,PHS), not on Contract purchase) 1=Contract item, 2=other contract, 3=not on Contract
Bill to Address 1
Bill to City
Bill to State (2 alpha postal code)
Bill to Zip (standard 5-4 format, no dash necessary)
Ship to Address 1
Ship to City
Ship to State (2 alpha postal code)
Ship to Zip (standard 5-4 format, no dash necessary)
Service Fee (9999.9999) (if providing negotiated service fee discounts)
MMCAP Contract Number (MMSxxxxx)
Admin Fee (9999.9999)
Credit Indicator (C for credit)
MMCAP Assigned Wholesaler Code (AmeriSource-Bergen=0401, Cardinal Health=0301, Morris-Dickson=0701, Bergen=0201, (New codes will be assigned to PPV's during implementation period of the Contract)
Manufacturer Name (MFG Name)
Class of Trade (if offering volume or tiered discounts)
340B Purchase (1=True, 0=False)
Manufacturer Part Number
Product Category
Manufacturer Part Number
Product Category
GLN - Global Location Number (if applicable)
GTIN - Global Trade Item Number (if applicable)

Table 2

Excel Column	Required Data Field Full Name for Sales Data Report
A	MMCAP-assigned facility ID
B	MMCAP Facility Name
C	Vendor Distribution Center Code
D	Vendor-assigned Account number for the MMCAP Facility **(this should be the ship-to account number).**
E	Invoice Number
F	Invoice Line Number
G	Purchase Order Number
H	Invoice date (mmddyyyy)
I	Buyer name or equivalent of buyer ID for person submitting the invoices (if available)
J	Vendor's (distributor) SKU item number
K	NDC of purchased Product in 5-4-2 format as stored in First DataBank, Inc. (Required for pharmaceutical Products)
L	Label Name/Product Description
M	Unit Dose (Required for pharmaceutical Products)
N	Pack Size
O	Unit
P	Case Size
Q	Dose (Required for pharmaceutical Products)
R	Strength (Required for pharmaceutical Products)
S	Route (Required for pharmaceutical Products)
T	Unit Price (99999.9999)
U	Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)
V	Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)
W	Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)
X	Type of transaction (MMCAP contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=core item, 2=non-core, 3=not on contract
Y	Bill to Address 1
Z	Bill to City
AA	Bill to State (2 alpha postal code)
AB	Bill to Zip (standard 5-4 format, no dash necessary)
AC	Ship to Address 1
AD	Ship to City
AE	Ship to State (2 alpha postal code)
AF	Ship to Zip (standard 5-4 format, no dash necessary)
AG	Service Fee (9999.9999),
AH	MMCAP Contract Number (MMSxxxxx)
AI	Admin fee (9999.9999)
AJ	Credit Indicator (C for credit)
AK	MMCAP Assigned Wholesaler Code ***(Codes will be assigned to PPV's during implementation period of the contract)***
AL	Manufacture Name (MFG Name)
AM	Class of Trade
AN	340b Purchase
AO	Category
AP	Manufacturer Part Number
AQ	List Price
AR	UNSPSC Code (XXXXXXXX), in accordance with Vendor's then current system capabilities
AS	UNSPSC Description, in accordance with Vendor's then current system capabilities

4.3. Vendor Member Listing Report

Vendor will provide a monthly listing to the MMCAP Office, of the MMCAP Members attached to the MMCAP Contract, no later than ten (10) business days of the subsequent month. The report must be submitted electronically to mn.multistate@state.mn.us.

4.4. Vendor's Catalog for MMCAP Products
Vendor must promptly provide the MMCAP Office, with an updated Product catalog, as it becomes updated, covering, but not limited to, the following data:

- Vendor number;
- Product number;
- Product description;
- Product selling unit of measure;
- Product Contract price, per selling unit of measure
- Product type (Core, Non-Core)
- Manufacturer name;
- Manufacturer part number;
- case packaging;
- list price (per selling unit of measure);
- UNSPSC.

4.5. Contract Audit Report
Vendor will provide to the MMCAP Office, a monthly Contract audit report within thirty (30) calendar days from the end of each reportable calendar month, during the term of the MMCAP Contract (e.g., June's data will be due on August 30th). This report must be provided in an Excel format (may be zipped), and will be submitted electronically to mn.multistate@state.mn.us. The table details the required fields for the Contract Audit Report. This report must include the following, for every Product loaded and attached to the MMCAP Contract:

Long Field Description Name – Contract Audit Report
Vendor Name
MMCAP Contract Number
Manufacturer
Product Brand Name
Product Generic or Private Label Name
Vendor's Product or Part ID Number
Manufacturer's Product or Part ID Number
Item Description
Vendor Reference Contract Number
Size
Form
Unit of Measure
MMCAP Contract Cost
Contract Start Date
Contract End Date

4.6. Additional Reports for the MMCAP Participating Facilities and MMCAP Member State Contacts
Upon request from an MMCAP Participating Facility or MMCAP Member State Contacts, Vendor will provide a Sales Data Usage Report within thirty (30) business days from the date of the request. The report data will provide a summary of a particular MMCAP Member's total usage by Product and dollar spend amount, sorted in descending order, and grouped by Product category for a specified date range. Upon request by the MMCAP Participating Facility and/or MMCAP Member State Contacts, the following reports must be made available through Vendor's custom reporting tools. Vendor must be able to supply to the MMCAP Participating Facilities, accurate reports with the following information:

a. Monthly, quarterly, and annual reports, detailing total purchases (payment amount and units) by individual Product, (clearly identified via SKU, UNSPSC Code, Vendor, and label name) sorted in both label name and descending dollar order. Units must correspond to the packaging.

b. Velocity report (fastest moving and high dollar) containing forecasted velocity codes with order points, and order quantities.
c. Price change report (twice a month), indicating MMCAP Contract and non-contract Products, with Price changes.
d. Monthly list of discontinued Products and new Products, as requested by MMCAP Participating Facilities and in the method agreed to by Vendor and such MMCAP Participating Facilities.
e. Any other reports required by law.

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ATTACHMENT C: MMCAP MEMBER PARTICIPATION AGREEMENTS

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ATTACHMENT D: SERVICE AREA

Service area based on states and cities whom MMCAP has executed Joint Powers Agreements (JPAs) with.

Alabama	Alaska	Arizona	Arkansas	California
City of Los Angeles	City of Chicago	Colorado	Connecticut	Delaware
District of Columbia	Florida	Georgia	Hawaii	Idaho
Illinois	Indiana	Iowa	Kansas	Kentucky
Louisiana	Maine	Maryland	Massachusetts	Michigan
Minnesota	Mississippi	Missouri	Montana	Nebraska
Nevada	New Hampshire	New Jersey	New Mexico	New York
North Carolina	North Dakota	Ohio	Oklahoma	Oregon
Pennsylvania	Rhode Island	South Carolina	South Dakota	Tennessee
Texas	Utah	Vermont	Virginia	Washington
West Virginia	Wisconsin	Wyoming		

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ATTACHMENT E:
VENDOR'S CONTRACT IMPLEMENTATION AND TRANSITION PLAN

As Henry Schein has held MMCAP supply contracts in the past, the start-up phase for this specific Contract would be a seamless transition. Henry Schein's dedicated account team has proven to MMCAP through our past contract our ability to handle the implementation of this contract. All planning, scheduling and coordination of the numerous tasks include location scrubs, new account setups, and sales plan creation to ensure MMCAP locations receive the correct pricing. Throughout the process, the Henry Schein dedicated account team will maintain an up-to-date implementation plan, ensuring that all project tasks are completed within established time frames and in an organized, efficient and successful manner.

Upon award, a custom sales plan will be created for MMCAP with all pricing specific to the MMCAP Contract. All other details bulleted above are sorted out by the MMCAP dedicated account team in tandem with our implementation team to ensure a seamless transition.

Once MMCAP provides their current member roster, Henry Schein will perform a location scrub to indicate active accounts with Henry Schein. However, due to the fact that most customers belong to at least two different GPO partners, we must remain GPO neutral and honor the customer's choice of GPOs. Customer lists are proprietary and confidential and sharing those lists outside of Henry Schein would violate our GPO and customer agreements.

A callout campaign would be implemented by our telemarketing team within 60-days of the contract start date and/or contract execution date, whichever is later. This campaign would involve calling out to all applicable MMCAP members based on the www.mmcap.org membership list. Next, any new accounts would be set up in our system through our verifications team and assigned a team of telesales and/or field support. The Henry Schein consultant will work with each site to assist with the setup of on-line ordering, initial order processing and to provide support regarding Product inquiries and resolution of customer service issues on an ongoing basis. They will also work with MMCAP members to ensure that Product standardization and Contract utilization is a part of the educational process at each site. For existing accounts, an account/location scrub would be performed to indicate active/existing Henry Schein accounts for MMCAP members to ensure they are connected to the proper new sales plan.

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ATTACHMENT F: MMCAP CONTRACTED MANUFACTURERS LIST (IF APPLICABLE TO THIS CONTRACT)

Nutritionals	Medical Food Products	Diabetic Syringes
Abbott Nutrition	Hormel	AgaMatrix, Inc.
Nestle	Kent Precision Foods	ARKRAY USA, Inc.
Nestle Infant Nutrition (Gerber)		Retractable Technologies, Inc.
Nutricia		Roche Diagnostics
Mead Johnson		Abbott Diabetes Care
		UltiMed
		Trividia

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ATTACHMENT G: VENDOR'S SHIPPING POLICY

Delivery can be made via parcel shipment to a general receiving area, or internally to various departments within the same address if they have their own suite numbers. Delivery via parcel is next day. Orders transmitted to the distribution center by 4:00pm (EST) will be shipped the same day, for next day delivery. Henry Schein utilizes UPS for parcel services. There is no maximum amount of orders per week for MMCAP Members, although we do work alongside MMCAP Members to ensure they are placing orders efficiently which saves time and money. The sales team can work with the Member(s) and UPS should the customer need scheduled delivery times. Same day delivery is a possibility but may be subject to an additional fee.

Henry Schein's policy is to provide free freight, except for additional carrier charges related to special delivery services and hazardous material shipments. Special orders, drop ship orders, equipment delivery, and holiday, weekend or expedited deliveries may be subject to additional freight charges.

99.9% of all orders received are shipped from one of our distribution centers the same day they are received. 98% of our orders are delivered within one business day. The remaining 2% of our orders are delivered the second business day. In an emergency, UPS guaranteed early next-day delivery is available for a nominal fee.

Henry Schein will deliver to MMCAP member's receiving dock, warehouse or agreed upon drop ship location.

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ATTACHMENT H: VENDOR'S STOCK OUTAGE AND BACKORDER POLICY

Backorder Policy:

If the local distribution center is out of stock of any item, two things will happen. First, a stocking order is rushed from both the Manufacturer and from our next closest distribution center to fill the shelves. Second, any item that is out of stock will be automatically shipped from our next closest distribution center to our customers.

Backorder Notification:

Backordered or out of stock Products can be communicated a number of ways. If an Order confirmation is requested, the status of each item on the order (i.e. shipping, back ordered, or drop shipped) will appear on the confirmation. Order confirmation can also be sent via EDI or using the Order tracking feature on the Henry Schein website. As the Order is shipped, the paperwork included with the shipment will show backordered items listed as such. We have a team in place to aggressively expedite any items that have low inventory levels, past due Orders or potential out of stocks. This process includes supplier engagement, expedited shipping, and carrier partner distribution center involvement. An estimated ship date will be provided when possible.

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Henry Schein Medical
MMCAP Contract No. MMS18016

ATTACHMENT I: VENDOR'S PRODUCT RETURN POLICY

Returns can be easily placed online, through our customer service department or via your consultant. Once the Product is received back into our warehouse, a credit will be processed to MMCAP account and will generate a credit memo. Returned Products must be returned within 30 days of purchase. After the 30 days, a restocking fee will be assessed.

WE CANNOT ACCEPT ANY RETURNS WITHOUT PRIOR AUTHORIZATION. To arrange for a return, simply call our Customer Service department or contact your Sales Consultant. The following conditions must be complied with:

- All returns must be accompanied by a copy of your invoice and a reason for the return.
- Merchandise must be returned in its original container, unmarked, and properly packaged.
- Returned Products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to a restocking fee.
- Shortages or errors in shipments must be reported within seven (7) days of invoice date to issue credit (if applicable).
- Shipping charges will apply on all returns.

Exceptions:
The following special, customized, or government-regulated items are not returnable:

- Opened hand pieces, small equipment, and custom-ordered equipment
- Special order items (Products that we do not ordinarily stock)
- Personalized and imprinted items
- Opened computer hardware and software
- Controlled drugs
- Hazardous items
- Expired Products
- Items that cannot be returned to the manufacturer

Prescription Drug Returns:
Federal law requires that any drugs returned to a wholesale distributor, are kept under proper conditions for storage, handling, and shipping. The Prescription Drug Marketing Act also requires that written documentation indicating that proper conditions were maintained is provided to the wholesale distributor to which the drugs are returned. To help facilitate this process Henry Schein, Inc. has developed a Prescription Drug Return Authorization form that you may use to comply with this requirement. To receive a copy of the form and obtain proper return authorization, please contact Customer Service at 1-800-472-4346 or access our online Prescription Drug Return Policy and Return Form.

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ATTACHMENT J: VENDOR'S PRODUCT RECALL PROCEDURES/POLICIES

When notified by the manufacturer of a recall and/or advisory, our customers are notified within 72 hours. Once we are provided a list of Products we will review and notify MMCAP if there are any possible advisories or recalls which have not been announced to the public.

Henry Schein has implemented systems and procedures to timely and effectively conduct Product recalls/withdrawals initiated by a manufacturer, the FDA, or any other recalling firm as well as to ensure compliance with all appropriate laws and regulations.

When a recall/withdrawal notification is first received, Henry Schein assures all pertinent information is included within the notification. Once all of the required information has been obtained, we will proceed to determine if Henry Schein distributes any of the affected Product(s). If it is found that any of our distribution centers have inventory of the specified item(s), the Product(s) are made unavailable for sale (to ensure our customers are not shipped potentially defective Product) and our distribution centers are advised to conduct an inventory check to pull any affected Product. If affected Product is found on hand, it will be removed from saleable inventory and placed into quarantine where it will remain until the final disposition of the Product has been made.

Product recalls/withdrawals are conducted to the Wholesale, Professional/Retail or End-User Level, as instructed by the recalling firm initiating the action to be taken. For Product recalls/withdrawals conducted to the Professional/Retail or End-User level, Henry Schein will build a database for all customers who may have potentially received the affected Product(s). Henry Schein will send out a comprehensive recall/withdrawal notification, via first class mail, to these accounts within 72 hours of the receipt of the original recall/withdrawal notification. Notifications to our customers will include Product codes and lot numbers for the items on recall, the reason for the recall and the corrective action to be taken.

For recalls/withdrawals in which customers will be instructed to return affected Product, their accounts will be credited for the Product returned as well as the shipping expenses associated with the return of the affected Product(s).

Henry Schein's systems are updated with the relative recall information to ensure any affected Product on any incoming shipment will be flagged and will not make into our inventory.

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ATTACHMENT K: VENDOR'S BUSINESS INTERRUPTION PLAN

Henry Schein, Inc. is committed to safeguarding the interests of our customers if faced with an emergency or significant business disruption. This statement summarizes Henry Schein's effort to mitigate risks inherent with unforeseen business interruptions.

Our comprehensive business continuity strategy is designed to enable us to meet our existing obligations and minimize disruption to our customers even in the event of an emergency or significant business disruption. The safety and well-being of Team Schein Members (Henry Schein employees) is also a vital concern. If an emergency or significant business disruption should occur, Henry Schein will communicate with Team Schein Members using a combination of direct communications as well as a dedicated Team Schein Member Information Line. Team Schein Members will in turn be in direct communication with our customers in the event of a business disruption to advise them of the situation and any potential impact to our service levels.

Contingency planning extends to providing alternate methods of service and support to clients affected by disasters and losses, with prioritization given to customer-facing functions. Some of the major components of this plan are:

- Crisis/Incident Management and Communications
- Business Impact Analysis
- Business Relocation
- Manual Workarounds procedures

Henry Schein's recovery strategy uses multiple facilities located far enough apart to diminish risks posed by local disruptions. These facilities are a combination of internal Henry Schein facilities, commercial hot-site recovery space and business partners. This separation is a key element of the Company's overall business continuity strategy. This separation allows us to plan for events at each location individually, as no one event should effect more than a single location simultaneously. The benefit of having only one site in each location means that our response to an event will be the same whether the event is a firm-only business disruption, a disruption to a single building, a disruption to a business district or a citywide business disruption.

For example, if our Indianapolis distribution center sustained meaningful damage from a severe weather event effectively shutting it down for several days, we have the ability to very quickly shift order volume to alternate distribution centers across the country for processing. Each of the fully operations distribution centers would take a portion of the Indianapolis orders volume and process it the same day it's received. We'd then leverage our extensive relationship with UPS and other national carriers to get the orders delivered in a time sensitive manner. We could comfortably operate in this fashion until sufficient repairs were completed at the impacted facility restoring it to full operations.

Our comprehensive business continuity strategy is designed to enable us to meet our customer obligations in the event of most emergency or significant business disruptions. The plan is designed to work in many different emergency situations; but these events are, by their nature, unpredictable and it is impossible to anticipate every scenario that could cause a business disruption. Furthermore, although we are confident in our own preparedness, Henry Schein has no control over the various third party vendors that we must rely upon in the event of an emergency. Our business continuity plans are tested periodically to ensure readiness; yet such tests may not be able to replicate the actual conditions we experience in a real emergency.

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ATTACHMENT L: VENDOR'S ESCALATION PROCEDURE

If a conflict arises the escalation procedure will be as follows: if parties are unable to resolve the issue in a timely manner (14 days), either the MMCAP Member or Vendor may escalate the resolution of the issue to a higher level of management. Where escalation of the issue proves ineffective, either party may contact MMCAP and/or the Vendor's MMCAP Representative for further resolution. When escalated to MMCAP, a teleconference will be scheduled with MMCAP and the Vendor's MMCAP Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The plan and timeline must be agreed to by all parties – MMCAP, the MMCAP Member and Vendor.

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ATTACHMENT M: VENDOR'S DISCOUNT STRUCTURE

Intentionally Omitted

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State of Minnesota
Affirmative Action Certification Form

Complete the information requested below to determine whether Responder is subject to the Minnesota Human Rights Act certification requirement (Minnesota Statutes Section 363A.36. **Responder must provide this information and—if required—apply for Human Rights certification prior to the due date and time of the proposal and to obtain Human Rights certification prior to the execution of the contract.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B**.

The proposal will be rejected unless Responder's business: has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR) **OR** has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the proposals are due.

Check one of the following statements if Responder has employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☒ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of Responder's certificate with your proposal.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the proposal due date, indicate the time Responder's plan was received: _____ (time). Proceed to BOX C.
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our proposal will be rejected. Proceed to** BOX C. **Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by other governmental entities (federal government, county, or city) must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A. Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to** BOX C.

Box C – FOR ALL COMPANIES

By signing this statement, Responder certifies that the information provided is accurate, that you are authorized to sign on behalf of the Responder, and that Responder is in compliance with federal affirmative action requirements that may apply to the Responder's company. (These requirements are generally triggered only by participating as a prime or subcontractors on federal projects/contracts. Vendors are alerted to these requirements by the federal government.)

Name of Company: Henry Schein, Inc. Telephone number: _____
Date: 5/12/17 Title: Vice President & Gen. Medical Group
Authorized Signature: _____ Date: 5/12/17

Minnesota Department of Human Rights, Compliance Services Section
Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663 Toll Free: 800-657-3704
Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283
Email: employerinfo@therightsplace.net

Henry Schein Medical

MMS18016

Amendments

1-7

Not posted

For viewing

AMENDMENT NO. 8 TO MMCAP INFUSE CONTRACT NO. MMS18016

THIS AMENDMENT NO. 8 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse f/k/a Minnesota Multistate Contracting Alliance for Pharmacy ("**MMCAP Infuse**") and **Henry Schein Medical, a division of Henry Schein Inc.**, a corporation with an address of 135 Duryea Road, Melville, New York 11747 ("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor entered into MMS18016 on June 25, 2018, as amended (collectively, the "**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Original Contract and have agreed to amend the Original Contract to reflect said changes;

WHEREAS, besides the terms and conditions of the Original Contract amended in this Amendment, the Original Contract remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Original Contract shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Original Contract and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Original Contract will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Original Contract and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Original Contract will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

Clause Modifications:

Revision 1: *ARTICLE 4: CONTRACT TERMS AND CONDITIONS*, clause 2. *Contract Expiration Date* in the Original Contract is deleted in its entirety and replaced with the following:

> **2. Contract Expiration Date**
> June 25, 2021; the Contract may be extended for up to two (2) additional one (1) year periods upon execution of a written amendment and acceptance of both parties.

Revision 2: The second sentence of ARTICLE 4: CONTRACT TERMS AND CONDITIONS, Clause 23.6 in the Original Contract is deleted in its entirety and replaced with the following:

> 23.6 In the event that a court of competent jurisdiction orders Vendor to disclose its insurance policy(ies) in connection with discovery during litigation brought as a result of a dispute between the parties, Vendor agrees to adhere to such court's order with respect to disclosure of such policy(ies).

Attachment A Modifications:

Revision 3: Attachment A of the Original Contract is removed and replaced with a new *Attachment A: Products and Services Pricing*, which is attached and incorporated as Exhibit 1 of this Amendment.

[End of Amendment; Signature Page Follows]

Except as herein amended, the provisions of the Original Contract between the parties are hereby expressly reaffirmed and remain in full force and effect.

VENDOR: Henry Schein Medical, a division of Henry Schein Inc.

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Nancy A. Lanni

Signature: Nancy A Lanni

Title: VP, Healthcare Services

Date: 3/3/2020

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: Jan Bilek

Signature:

Date: March 3 2020

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Jennifer VanderPlaats

Signature: Jennifer VanderPlaats

Date: 3/4/2020

Exhibit 1

Attachment A: Products and Pricing

AMENDMENT NO. 9 TO MMCAP INFUSE CONTRACT NO. MMS18016

THIS AMENDMENT NO. 9 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Henry Schein Medical a division of Henry Schein, Inc., a corporation with an address of 135 Duryea Road, Melville, New York, 11747("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor entered into MMS18016 on June 25, 2018 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 8 on March 4, 2020; together, Original Contract and Amendment 8 will be referred to as ("**Agreement**");

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes, including by the addition of the Standard Q-Covid-19 IgM/IgG Duo Test (20 Tests) ("**New Test Product**") to the Agreement;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

Attachment Modification

Revision 1: The following item will be added to ***Attachment A*** of the Agreement.

A. Notwithstanding anything to the contrary contained in the Agreement, Paragraph 15 of the Agreement will not apply to the New Test Product and no Administrative Fees shall be payable by Vendor with respect to the New Test Product;

B. The New Test Product will be classified as an "Exception" under ***Attachment I***.

Vendor's Item Number	Description	Selling Unit of Measure (SUOM)	Quantity per SUOM	Contract Price per SUOM	Notes
1397701	Standard Q-Covid-19 IgM/IgG Duo Test (20 Tests)	PK	20	$ 660.00	• New Product is non-FDA cleared • New Test Product is non-reimbursable and non - returnable

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

[End of the Amendment, signature page follows]

VENDOR: Henry Schein Medical, a division of Henry Schein, Inc.

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Nancy A. Lanni

Signature: Nancy A. Lanni

Title: Vice President, Healthcare Services

Date: 4/1/2020

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: DocuSigned by: James P Losinski

Signature: James P Losinski
0CAAB984AFAD40F...

Date: 4/1/2020

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Debra A L Burandt

Signature: DocuSigned by: Debra A L Burandt
867A46D7988B476...

Date: 4/1/2020

[Signature Page]

AMENDMENT NO. 8 TO MMCAP INFUSE CONTRACT NO. MMS18016

THIS AMENDMENT NO. 8 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse f/k/a Minnesota Multistate Contracting Alliance for Pharmacy ("**MMCAP Infuse**") and **Henry Schein Medical, a division of Henry Schein Inc.**, a corporation with an address of 135 Duryea Road, Melville, New York 11747 ("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor entered into MMS18016 on June 25, 2018, as amended (collectively, the "**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Original Contract and have agreed to amend the Original Contract to reflect said changes;

WHEREAS, besides the terms and conditions of the Original Contract amended in this Amendment, the Original Contract remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Original Contract shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Original Contract and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Original Contract will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Original Contract and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Original Contract will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

Clause Modifications:

Revision 1: *ARTICLE 4: CONTRACT TERMS AND CONDITIONS*, clause *2. Contract Expiration Date* in the Original Contract is deleted in its entirety and replaced with the following:

> **2. Contract Expiration Date**
> June 25, 2021; the Contract may be extended for up to two (2) additional one (1) year periods upon execution of a written amendment and acceptance of both parties.

Revision 2: The second sentence of ARTICLE 4: CONTRACT TERMS AND CONDITIONS, Clause 23.6 in the Original Contract is deleted in its entirety and replaced with the following:

> 23.6 In the event that a court of competent jurisdiction orders Vendor to disclose its insurance policy(ies) in connection with discovery during litigation brought as a result of a dispute between the parties, Vendor agrees to adhere to such court's order with respect to disclosure of such policy(ies).

Attachment A Modifications:

Revision 3: Attachment A of the Original Contract is removed and replaced with a new *Attachment A: Products and Services Pricing*, which is attached and incorporated as Exhibit 1 of this Amendment.

[End of Amendment; Signature Page Follows]

Except as herein amended, the provisions of the Original Contract between the parties are hereby expressly reaffirmed and remain in full force and effect.

VENDOR: Henry Schein Medical, a division of Henry Schein Inc.

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Nancy A. Lanni

Signature: Nancy A. Lanni

Title: VP, Healthcare Services

Date: 3/3/2020

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: James Bluth

Signature:

Date: March 3, 2020

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Jennifer Vanderhoofs

Signature: Jennifer Vanderhoofs

Date: 3/4/2020

Exhibit 1

Attachment A: Products and Pricing

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17967 **County Administrator's Report 9. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail East
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail East - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail East:

A. Approve the reallocation of project savings from the Perdido Key Pedestrian Crossings Project to fund the final engineering design phase of the east segment of Perdido Key Multi-Use Trail, in the amount of $47,338.98; and

B. Approve the issuance of a Purchase Order to L&W Engineering, Inc. d/b/a Inovia Consulting Group, on Contract PD 02-03.79, Professional Services, in the amount of $47,338.98, to complete the 100% (Final) Engineering Design Scope.

Vendor/Contractor	Funding	Amount	Contract Number
L&W Engineering, Inc. d/b/a Inovia Consulting Group	Fund 353, Local Option Sales Tax (LOST) IV, Account 110102, Commission District 2 Discretionary Funds	$47,338.98	PD 02-03.79

This project is located in Commission District 2.

BACKGROUND:

Perdido Key Multi-Use Trail design is currently at 90% design for the two segments from the Alabama State Line to Gongora Drive as delivered from the Florida Department of Transportation (FDOT).

This east segment (3.49 miles), is expected to be funded with RESTORE Pot 1 funding as approved by the Board on November 18, 2019. Response from the United States Treasury is expected summer 2020. L&W Engineering, Inc. d/b/a Inovia Consulting Group, has prepared a negotiated scope and fee of $47,338.98, to bring the design of these plans to 100% completion, including utility coordination, environmental permitting, bidding, and project close-out certifications. L&W Engineering, Inc. d/b/a Inovia Consulting Group, became an approved vendor on May 7, 2020.

In March 2020, the Perdido Key Crosswalks Project (5 locations) was completed, under budget by approximately $87,280.00. Approval of this Recommendation will allow staff to reallocate the necessary funds from the Perdido Key Crosswalks Project to the Engineering Design Phase of the East Segment of the Perdido Key Multi-Use Trail Project.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
L&W Engineering, Inc. d/b/a Inovia Consulting Group	Fund 353, Local Option Sales Tax (LOST) IV, Account 110102, Commission District 2 Discretionary Funds	$47,338.98	PD 02-03.79

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Prioritization of Capital Improvement Projects is at the discretion of the Board.

In addition, this Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a Budget Amendment will be forwarded to the Office of the Management and Budget to reallocate the funds to Perdido Key Multi-Use Trail for these design services.

In addition, Engineering Department staff will work with the Purchasing Office staff to prepare a Purchase Order.

Attachments

BCC Action 11 18 19
BCC Action 5 7 20
Inovia Backup
A&E Selection

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning Amendment #1 to the RESTORE Act Direct Component (Pot 1) Multi-Year Implementation Plan:

   A. Approve the 11 projects and funding amounts identified in the backup for inclusion in Amendment #1 to the Multi-Year Implementation Plan;

   B. Authorize staff to finalize the Multi-Year Implementation Plan draft Amendment #1; and

   C. Authorize staff to conduct the U.S. Department of Treasury required 45-day public comment period for the Multi-Year Implementation Plan draft Amendment #1 and incorporate U.S. Department of Treasury comments and meaningful public comments into the Plan.

Motion: Move the item in the affirmative, A, B, and C **For Information:** Commissioner Underhill advised that he and staff will now move forward with working on Jackson sidewalks and storm water improvements through District 2 discretionary Local Option Sales Tax, as the Perdido Key bike path is being funded through RESTORE.
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously
Speaker(s): Melissa Pino, Tony McCray, Calvin Avant, and Larry Downs, Jr.

FOR INFORMATION: The Board directed staff to pursue due diligence on acquiring property in Carpenter's Creek, as requested by Commissioner Bender.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

49. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads Inc, of NWF, per the terms and conditions of PD 19-20.042, Muscogee Road Resurfacing, Jacks Branch to Nowak, in the amount of $458,689.97.

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc. of NWF	Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project # 09EN0115	$458,689.97	PD 19-20.042

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

50. Recommendation: That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order Based Continuing Contract to L&W Engineering, Inc. d/b/a Inovia Consulting Group, civil engineering, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines for Professional Services Contracts; and

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants Competitive Negotiation Act" (A&E Services) on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual and project basis.]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Perdido Key Multi-Use Path East
Project ID:
Location: Perdido Key Drive from the Western Boundary of the State Park to River Road
Project Manager: John Rosenau
Date: 5/20/2020

DESCRIPTION OF REQUEST

This NEW Task order provides for A&E Services for the design completion of the Eastern portion of the Perdido Key Drive Multi-use Path. The intent of this project is to bring the FDOT design of the Eastern portion of the path to finalized construction ready plans and to provide support throughout construction and post-construction services. L&W Engineering, Inc. d/b/a Inovia will take the FDOT phase IV plans and complete the design ensuring all permitting for critical habitats, wetland delineation, and coastal construction control line (CCCL) are obtained. The firm will support the construction of the project and provide As-Built certification upon completion of the project. The design portion of the project will total $35,138.98. The optional services portion of the contract to include lighting plan updates and Environmental Services totals $11,000.00 with an additional $1200.00 in reimbursable permit application fees. The total design contract totals $ 47,338.98. The duration of the contract shall be 330 days from the issueance of the Notice to Proceed (NTP).

Attached backup documentation 15 page (s).
Current Completion Date or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by calendar days.
Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD	Contractor			
Funds for Original Task Order				$ 47,338.98
Funds for Addendum #				
Task Order PD	Consultant	Inovia		
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ (47,338.98)

John M. Rosenau
2020.05.20 15:35:05 -05'00'
Project Manager

Digitally signed by Robin Lambert
Date: 2020.05.20 16:15:27 -05'00'
Accounting

Digitally signed by James Duncan
Date: 2020.05.20 15:40:57 -05'00'
Deputy Division Manager

Digitally signed by James Duncan
Date: 2020.05.20 15:42:06 -05'00'
Division Manager

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer $

SCOPE OF SERVICES
For
Bike Path/Multi-Use Trail on Perdido Key Drive from
West of Perdido Key State Park Entrance to River Road
May 20, 2020

General

This project was originally undertaken by the Florida Department of Transportation on State Road 292 (FPID 438908-52-01). During the design phase the FDOT and Escambia County came to an agreement for the road R/W of SR 292 (Perdido Key Drive) to transfer ownership to Escambia County. At the time of the transfer of ownership, design and permitting was not prepared for letting. However, at the Department's direction the plans were completed to the "Shelf Submittal" phase. Permit applications were not prepared for submittal since the project was not yet funded by FDOT.

At the request of Escambia County, this scope of services is to describe the items needed to finalize design, complete utility coordination, and permitting. Also, as requested, services during construction, and post construction services are included with this scope. Accordingly, the following phases and tasks have been identified.

Phase 100 – Final Design

Task 101 – Finalize Plans. The plans have been completed up to the "Shelf Submittal" phase while under contract with FDOT. Coordinate with Escambia County engineering staff to identify desired plan revisions for geometry adjustments. It is anticipated that Escambia County may have certain locations where path geometry adjustments are desired. For example, driveway profile geometry may be better accommodated with temporary construction easements or license agreements. Make necessary adjustments and finalize plans including pay item and quantity updates, which may be adjusted to be consistent with Escambia County specifications.

Task 102 – Utility Coordination. Complete final utility coordination and obtain Utility Work Schedules. During the original design some of the communication utilities were not responsive due to Hurricane Michael. These utilities will be contacted for coordination as early as possible as plans are finalized.

Task 103 – Permitting. Permits were not applied for during the design phase while under contract with the FDOT. Permits for this project include the following.

1. NWFWMD – Wetland Impact.

2. US Fish and Wildlife – Perdido Key Beach Mouse. It is anticipated that mitigation will be similar to the adjacent project to the west.
3. FDEP - Construction within CCCL Boundary. The CCCL boundary is located on the south side of Perdido Key Drive where minor sidewalk connections and light poles are proposed.
4. NWFWMD – Stormwater. This multi-use path project is exempt from stormwater permitting. Obtain exempt verification from NWFWMD.

Prepare and submit permit applications and supporting design documentation, respond to comments and attend review meetings as needed to obtain permit approvals.

Phase 200 – Services During Construction

Task 201 – Construction Documents. Prepare construction documents in accordance with Escambia County specifications and reflecting permit conditions.

Task 202 – Procurement. Assist Escambia County as necessary to prepare advertisements for bid, respond to contractor questions, issue addenda as needed, and review and evaluate bids received.

Task 203 – Shop Drawing Review. Review, approve, and recommend revisions to construction submittals, as necessary.

Task 204 – Monitor Construction. Periodic observation of construction activity for general adherence to construction plans; respond to Request for Information (RFI) from the Contractor; recommended design adjustments as required. Review and recommend approval of pay requests from the contractor.

Phase 300 – Post Construction Services

Task 301 – Certifications. Upon completion of construction, submit As-Built Certifications and Compliance Reports to regulatory agencies including NWFWMD, US Fish and Wildlife, FDEP, and other agencies as necessary to obtain certification of completion and final acceptance of the project.

Option Services

Lighting: The scope of work for services related to Lighting plans is included herein, described separately following this scope of work.

Biological: An allowance for a biological sub consultant is included in the fee summary, to be used, if needed, to support permitting efforts.

Final Deliverables

After completion of construction plans, specifications, quantity computations, and supporting documentation, the following will be delivered to Escambia County:

a) On properly endorsed digital copy of design documentation with design notes and computations.
b) One electronic copy of quantity worksheets and copy of digital drawing files used in calculating quantities. Digital drawing files will be converted from Microstation to AutoCAD format.
c) One electronic copy of the bid tabulation ready for bidding in Excel and PDF format.
d) One electronic copy of construction plans in AutoCAD Civil 3D format, converted from Microstation.
e) One certified, electronically signed and sealed, digital record set of construction plans in PDF format.
f) One certified, electronically signed and sealed, digital specifications document in PDF format.
g) Three hardcopy sets of construction plans.

Compensation

Compensation to Inovia for professional services fees and costs shall be as set forth in the standard agreement for engineering services as provided by Escambia County.

2300 Maitland Center Parkway
Suite 210
Maitland, Florida 32751-7411
407 / 659 6500
407 / 659 0609 fax
www.graef-usa.com

GRAEF

collaborate / formulate / innovate

May 20, 2020

Russell Large, P.E.
Inovia Consulting Group
2015 Centre Pointe Blvd., Suite 103
Tallahassee, Florida 32308

Subject: State Road 292 (Perdido Key Drive) Bike Path / Multi-Use Trail
West of Perdido Key State Park Entrance to Gongora Drive
Escambia County
Mid-Block Crossing Lighting
Plans Update and Post Design
Professional Services Proposal

Dear Mr. Large:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to Inovia Consulting Group (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for the SR 292 Bike Path / Multi-Use Trail Mid-Block Crossing Lighting Plans Update and Post Design (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to provide Plans Update and Post Design services for the recently completed FDOT Project 438908-1-32-01, Road 292 (Perdido Key Drive) Bike Path / Multi-Use Trail from West of Perdido Key State Park Entrance to Gongora Drive in Escambia County, Florida. GRAEF's portion of this FDOT project included the Mid-Block Crossing Lighting Plans. It is our further understanding that the project will not be advertised for bid by FDOT but will be advertised for bid by Escambia County.

GRAEF will perform the following proposed Basic Services:

- Plans Update
  - Update construction plans for Escambia County specific logos, language, notes, etc.
  - Update all specifications references to specifications that will be active at the time of bidding
  - Confirm photometrics
  - Provide signed and sealed construction documents
  - Any other updates necessary to prepare the plans for bidding by the County

- Post Design
  - Review bids received
  - Answer RFI's during construction
  - Review submittals
  - Perform one site visit during construction to assure construction meets design intent

For this Project, it is our understanding Client will provide the following items and/or information:

- Updated title-block incorporating Escambia County preferences
- Applicable plan review and permit fees

Additional Services

The following is a list of services that can be provided but are not included in the Basic Services. These services can be provided at your request for additional compensation.

- Revision of the plans to show a different mid-block crossing and/or lighting scheme than what was established and finalized during the FDOT project
- Meeting in person with AHJ to review permit comments and/or responses
- Attend construction meetings
- Perform additional site visits
- Any other services not identified above

For all Basic Services, Client agrees to compensate GRAEF with a lump sum fee as follows:

Basic Services = $8,500.00

To accept this proposal, please sign, date and return a copy to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to Inovia Consulting Group.

Sincerely,
Graef-USA Inc.



Scott D. Hinrichs, P.E.
Principal, Vice President

Accepted by: Inovia Consulting Group

_____
(Signature)

_____
(Name Printed)

_____
(Title)

Date: _____

Project: Bike Path/Multi-Use Trail on Perdido Key Drive from West of Perdido Key State Park Entrance to River Road **5/20/2020**

STAFF HOUR ESTIMATE

		Labor Class	Principal	Project Mgr	CADD	Admin	Contract Coord.		
Phase	**Task No.**	Labor Rate (Billing)	$208.94	$190.83	$42.77	$68.44	$68.44	Total Hrs	Total Cost
100	**Final Design**								
	101	Finalize Plans	1	28	36		4		$ 7,365.66
	102	Utility Coordination		32	18				$ 6,876.42
	103	Permitting	1	32	16				$ 6,999.82
		Sub-Total Final Design	**2**	**92**	**70**	**0**	**4**	**168**	**$ 21,241.90**
200	**Services During Construction**								
	201	Construction Documents	1	8	12	2			$ 2,385.70
	202	Procurement		4		1			$ 831.76
	203	Shop Drawing Review		4					$ 763.32
	204	RFI Responses, Monitoring Construction	1	40			4		$ 8,115.90
		Sub-Total Services During Construction	**2**	**56**	**12**	**3**	**4**	**77**	**$ 12,096.68**
300	**Post Construction Services**								
	301	Certifications		8			4		$ 1,800.40
		Sub-Total Post Construction Services	**0**	**8**	**0**	**0**	**4**	**12**	**$ 1,800.40**
		Sub-Total	**4**	**156**	**82**	**3**	**12**	**257**	**$ 35,138.98**
	Optional Services								
		Lighting Plans Update							$ 8,500.00
		Biological and Environmantal Services							$ 2,500.00
		Sub-Total							**$ 11,000.00**
	Reimbursable Expenses								
		Permit Application Fees (Allowance)							**$ 1,200.00**
								Grand Total	**$ 47,338.98**

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

September 10, 2019

Russell Large, Principal
L & W ENGINEERING, INC. d/b/a INOVIA CONSULTING GROUP
2015 Centre Pointe Boulevard, Suite 103
Tallahassee, Florida 32308

Dear Mr. Large:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design
3.2 - Major Highway Design

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization

Group 13 - Planning

13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
203.70%	0.081%	Reimbursed	No	5.40%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

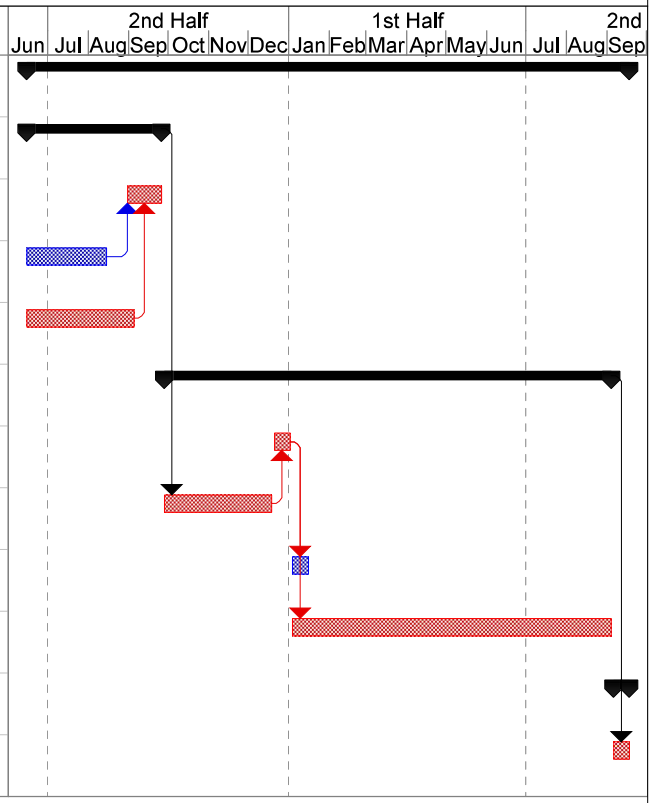
Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Bike Path/Multi-Use Trail on Perdido Key Drive from West of Perdido Key State Park Entrance to River Road

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Project Schedule**	**330 days**	**Mon 6/15/20**	**Fri 9/17/21**	
2	**Phase 100 - Final Plans**	**75 days**	**Mon 6/15/20**	**Fri 9/25/20**	
3	Task 101 - Finalize Plans	20 days	Mon 8/31/20	Fri 9/25/20	4,5FS-5 days
4	Task 102 - Utility Coordination	45 days	Mon 6/15/20	Fri 8/14/20	
5	Task 103 - Permitting	60 days	Mon 6/15/20	Fri 9/4/20	
6	**Phase 200 - Services During Construction**	**245 days**	**Mon 9/28/20**	**Fri 9/3/21**	
7	Task 201 - Construction Documents	10 days	Mon 12/21/20	Fri 1/1/21	8
8	Task 202 - Procurement	60 days	Mon 9/28/20	Fri 12/18/20	2
9	Task 203 - Shop Drawing Review	10 days	Mon 1/4/21	Fri 1/15/21	7
10	Task 204 - RFI Response, Monitoring Construction	175 days	Mon 1/4/21	Fri 9/3/21	7
11	**Phase 300 - Post Construction Services**	**10 days**	**Mon 9/6/21**	**Fri 9/17/21**	
12	Task 301 - Certifications	10 days	Mon 9/6/21	Fri 9/17/21	6



Escambia County Engineering
Wed 5/20/20

Document Routing Sheet

From:	John Rosenau
Date:	5/12/2020
Project Name:	Perdido Key Multi-Use Path East
Project Description:	A & E Selection
Action Required:	Three Engineering firms for RLI
Response Deadline:	5/14/2020
Routing Notes:	

Required Signatures

Manager/Supervisor:		Digitally signed by James Duncan Date: 2020.05.12 10:18:21 -05'00'
Deputy Division Manager:		Digitally signed by James Duncan Date: 2020.05.12 10:18:40 -05'00'
Division Manager:		Digitally signed by James Duncan Date: 2020.05.12 10:18:59 -05'00'
Accounting:		Digitally signed by Robin Lambert Date: 2020.05.12 11:14:54 -05'00'
County Engineer:		5/14/20

Updated 03/31/2020

A&E Selection Procedure for Projects less than $50,000*

- A project is formed due to a request for maintenance, drainage, resurfacing, pedestrian improvements, etc.
- A Project Coordinator (PC) is assigned to the project.
- The assigned PC and/or Project Owner shall draft an informal scope for committee, consisting of at least three members. The committee will typically consist of a Senior Manager, the PC, and the Project Owner.
- The PC shall provide a copy of the latest version of the A/E Consultant Selection List, Abbreviated Checklist, Abbreviated A/E Form, and any other related documentation This package shall be routed through their supervisor for short listing consideration.
- The County Engineer shall choose 3 A/E's for short listing from the A/E Consultant Selection List (H:\ENG\FileSystem\Finance\A&E Selection Lists) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
- The short list is returned to the PC to schedule the committee meeting for ranking and selection.
- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
- The PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Accounting shall be copied on the selection checklist for an A/E Consultant Selection List update.
- Once formal scope is accepted, PC shall request a fee proposal. **Note: The scope may be discussed outside a formal meeting, but all discussions involving the fee shall be in a formal committee meeting.**
- The PC shall schedule a negotiation meeting with the selected consultant and committee members.
- The Committee shall negotiate the fee with the selected A/E.
- Once the price is agreed upon, the PC shall submit an RFF to Accounting for appropriate signatures and ultimately issuance of a PO. If no agreement, committee moves to negotiate with the second firm.
- Once the PO is received, the PC can issue an NTP for design.

Committee members:
Senior Manager (James Duncan, Chris Curb, or Christine Fanchi)
Project Coordinator (Engineering or Traffic)
Project Owner (CRA, Parks, Road Dept., etc., if applicable)

*This process should take 10 to 14 working days.

Revised: 03/31/2020

Abbreviated A&E Selection Checklist

Project Name: Perdido Key Multi-Use Path East

Project ENG#: _____ Project Coordinator: John Rosenau

- The assigned PC and/or project owner shall draft an informal scope for committee members: Senior Manager, PC from Engineering and/or Traffic, and the project owner. Committee shall consist of a minimum of three members.
  Date: 5/12/2020
- The County Engineer or designee shall choose 3 A/E's from the latest A/E Consultant Selection List (H:\ENG\FileSystem\Finance\A&E Selection Lists) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
  Date: 5/14/20
- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
  Date: 5/14/20
- Once selection is approved, the PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Accounting shall be informed of the selection to ensure an updated A/E Consultant Selection List can be created.
  Date: 5/14/20
- Once formal scope is acceptable, PM shall request a fee proposal.
  Date: 5/14/20
- Schedule a Negotiation meeting.
  Date: 5/14/20
- The Committee shall negotiate the fee with the selected A/E.
  Date: 5/20/20
- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.
  Date: 5/20/20

County Engineer (Joy Jones)
Senior Manager (James Duncan, Chris Curb, or Christine Fanchi)

*This process should take 10 to 14 working days.

Revised: 03/31/2020

Project Name: Perdido Key Multi-Use Path East Date: _____

Task Order / F.S. 286.011 Public Meetings and Records (Sunshine Law)
Checklist

The following checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

☒ Construction Based Task Order – Estimated Value $ 40,000.00

☐ Study Based Task Order – Estimated Value $ _____

Contract Number _____

- Committee members (Print and Sign)
  - John Rosenau
  - James Duncan
  - Christine Fanchi
  - Chris Curb
- Firms reviewed (please list all firms that were reviewed for possible consideration)
  - L&W Eng d/b/a Inovia
  - Gulf Civil
  - Jetile
  - McKim + Creed
  - Thompson
- Ranking of final three firms
  1. L+W Engineering
  2. Gulf Civil
  3. Thompson
- Motion made by: Chris
- Motion seconded by: James
- Vote:
  - _____
  - Unanimous
  - _____
- Rank/Decision date
  - 5/14/2020

5/14/2020

Task Order / F.S. 286.011 Public Meetings and Records (Sunshine Law)
Checklist

- Rational for number one firm (Include additional pages, if required)

Inovia was contracted by FDOT to begin design of the Eastern portion of the Path. A transfer agreement between FDOT + Escambia County transferred design portion by Inovia to the County Authority.

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are being held two business days in advance of their occurrence)

Date	Time	Location	
5/14/2020	10:00	C 205	COC
5/19/2020	1:00	C205	COC
5/20/2020	1:00	C205	COC

- Date and time the information listed above was e-mailed to the Office of Purchasing for posting to the purchasing web site and the official posting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to provide for a two business day posting prior to the meeting)

Date	Time	Transmitted to

- Meeting minutes taped, if applicable, or minutes prepared by _____

- If applicable, documented minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

_____
Document prepared by (Printed Name)

_____
Signature

TASK ORDERS ISSUED

Revised: 3/31/2020

CONSULTANT	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Total
360 Survey Services	$ -	$ 24,454.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,454.50
American Consulting	$ 531,606.63	$ 24,310.00	$ 79,215.00	$ 15,549.00	$ 25,290.00		$ 101,366.70	$ -	$ -	$ 634,175.53	$ -	$ 1,521,721.96
Baskerville-Donovan, Inc.	$ 1,174,379.69	$ 261,947.29	$ 54,433.75	$ 145,041.73	$ 334,829.01	$ 45,332.88	$ 130,570.00	$ 44,788.00	$ -	$ -	$ -	$ 3,967,480.46
Bayside Consulting Group	$ 228,790.00	$ -	$ 138,810.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 367,600.00
Biome Consulting Group		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Buchart Horn	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Butler and Associates								$ 25,000.00	$ -	$ -	$ -	$ 25,000.00
Connelly & Wicker, Inc.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Davenport Engineering								$ 106,910.00	$ -	$ -	$ -	$ 106,910.00
David Fitzpatrick	$ 74,988.00	$ 62,713.00	$ 138,360.00	$ 35,512.00	$ 118,652.00	$ 104,011.00	$ 50,456.90	$ -	$ -	$ 92,656.32	$ -	$ 720,948.22
Dewberry Engineers	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 55,338.13	$ -	$ -	$ -	$ 55,338.13
DRMP, Inc.	$ 828,994.99	$ 36,700.41	$ 1,507,431.73	$ 33,182.29	$ 246,331.59	$ 233,854.80	$ 800,000.00	$ 48,921.54	$ 502,530.71	$ 146,885.24	$ 24,615.00	$ 4,784,660.30
Engineering and Planning Resources	$ 5,000.00	$ 42,205.00	$ 11,500.00	$ 61,835.30	$ 63,870.20	$ 14,987.00	$ 50,838.75	$ -	$ -	$ -	$ -	$ 250,236.25
Fabre Engineering, Inc.	$ 142,643.00	$ 226,946.00	$ 370,387.40	$ 140,785.70	$ 222,677.45	$ -	$ 70,843.10	$ -	$ 34,566.00	$ -	$ -	$ 1,318,100.65
Geci & Associates, Inc.	$ -	$ 9,320.00	$ 4,810.00	$ 4,810.00	$ 17,528.00	$ 29,525.00	$ -	$ -	$ -	$ -	$ -	$ 65,993.00
Geosyntec Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grey Callahan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
H.S.A. Consulting Group	$ -	$ -	$ -	$ 47,839.35	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 47,839.35
Hamlin Consulting	$ -	$ -	$ -	$ 7,191.83	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,191.83
Gulf Civil Engineering LLC	$ -	$ -	$ -	$ -	$ 2,362.37	$ 48,582.24	$ -	$ -	$ -	$ 41,785.14	$ -	$ 92,729.75
Hammond Engineering	$ 123,300.00	$ 131,440.00	$ 85,730.00	$ 77,280.00	$ 76,260.00	$ 6,280.00	$ -	$ 64,350.00	$ -	$ -	$ -	$ 632,523.00
Hatch Mott MacDonald	$ 1,250,226.15	$ 70,540.00	$ 413,865.59	$ 321,949.07	$ 696,826.18	$ 315,175.51	$ 1,337,515.62	$ 1,444,288.69	$ 1,117,633.71	$ 1,721,570.56	$ 452,005.00	$ 9,287,803.08
HDR Engineering	$ 146,675.22	$ 489,467.31	$ 19,648.99	$ 197,582.30	$ 329,064.99	$ 178,402.35	$ 103,990.55	$ 900,555.30	$ 120,625.74	$ 28,803.66	$ 299,638.30	$ 4,511,560.21
Hernandez Calhoun Engineers	$ -	$ -	$ -	$ 29,136.15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,136.15
H.S.A. Consulting Group	$ -	$ -	$ -	$ 110,895.00	$ 5,257.27	$ 33,470.00	$ -	$ -	$ -	$ -	$ -	$ 149,622.27
ICON Construction Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Infrastructure Speciality	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jehle-Halstead, Inc.	$ 141,872.50	$ 194,017.50	$ 1,121,790.00	$ 70,471.06	$ 27,997.50	$ -	$ 98,538.77	$ 93,185.93	$ 46,967.53	$ -	$ -	$ 1,984,365.79
Jerry W. McGuire & Associates	$ 71,555.00	$ 140,667.16	$ -	$ -	$ 24,800.00	$ 21,259.87	$ -	$ 21,482.90	$ -	$ -	$ 30,000.00	$ 339,764.93
Jones Edmunds	$ -	$ -	$ -	$ 110,761.27		$ 47,667.00	$ -	$ -	$ -	$ -	$ -	$ 158,428.27
Larry Jacobs											$ 24,925.00	$ 24,925.00
Kenneth Horne & Associates	$ 56,413.18	$ 199,265.00	$ 153,183.11	$ -	$ -	$ 97,324.30	$ -	$ 35,867.86	$ -	$ 15,145.12	$ -	$ 582,143.79
KMJ Surveyintg	$ 4,935.00	$ 36,345.00	$ -	$ 381,692.79	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 422,972.79
Kisinger Campo and Associates								$ -	$ -	$ 394,829.07	$ -	$ 394,829.07
Mehta and Associates	$ 384,561.39	$ -	$ -	$ -	$ 9,593.49	$ -	$ -	$ -	$ -	$ 95,580.36	$ -	$ 489,735.24
Merrill Parker Shaw	$ 160,120.00	$ 116,227.50	$ -	$ 189,758.96	$ -	$ -	$ -	$ 21,575.00	$ -	$ -	$ -	$ 548,652.39
Metric Engineering	$ 371,053.16	$ 250,173.96	$ -		$ 5,189.80	$ 116,141.15	$ 49,468.35	$ -	$ -	$ -	$ -	$ 792,026.42
Municiple Engineering	$ -	$ -					$ -	$ 36,580.00	$ 99,520.00	$ -	$ -	$ 136,100.00
Neel-Schaffer, Inc.	$ -	$ -	$ -	$ 14,936.00			$ -	$ -	$ -	$ -	$ -	$ 14,936.00
Nova Engineering and Environmental	$ -	$ -	$ -	$ 49,910.00	$ 1,000.00	$ -	$ -	$ -	$ -	$ 35,000.00	$ -	$ 85,910.00
PBS&J/Atkins	$ 638,378.63	$ 45,128.75	$ 916,275.19	$ -	$ 355,757.85	$ 109,869.95	$ -	$ 47,940.74	$ 271,850.05	$ -	$ -	$ 3,265,212.33
Pittman Glaze and Assoc.	$ -	$ 18,025.00	$ -	$ -	$ -	$ 25,661.00	$ 67,530.00	$ -	$ -	$ -	$ -	$ 111,216.00
Preble Rish	$ -	$ -	$ -	$ -	$ -	$ 74,831.50	$ -	$ -	$ -	$ -	$ -	$ 74,831.50
Rebol-Battle and Associates	$ 494,484.51	$ 195,774.56	$ 906,213.00		$ 176,459.51	$ 255,955.25	$ -	$ 128,057.70	$ 148,820.74	$ -	$ -	$ 2,473,561.31
R. W. Beck	$ -	$ -	$ -	$ 113,370.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 113,370.00
Sigma Consulting	$ 78,900.00	$ 177,310.00	$ 184,940.00	$ 16,751.05	$ 51,945.00	$ 48,075.00	$ 115,325.00	$ 245,730.00	$ 111,523.00	$ 389,112.00	$ 159,595.00	$ 1,579,206.05
Singhofen and Associates	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Southeastern Archeological	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,844.70	$ -	$ -	$ -	$ -	$ 18,844.70
Southern Surveying						$ 11,740.00	$ -	$ -	$ -	$ -	$ -	$ 11,740.00
Southern Site & Utility Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Swift and Hernandez	$ -	$ 2,970.00	$ -	$ 25,800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,770.00
The Wit Group	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Terracon Consultants (aka Gallet & Asociates)	$ -	$ -	$ -	$ 18,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,500.00
Thompson Engineering	$ 167,754.50	$ 17,230.00	$ -	$ 162,350.58	$ 23,000.00	$ -	$ 157,395.95	$ 16,504.33	$ 24,800.00	$ 53,121.92	$ -	$ 679,769.28
Volkert Construction Services	$ 237,784.68	$ 16,530.00	$ 30,293.58	$ -	$ 46,993.12	$ 479,436.31	$ 546,427.00	$ 49,700.00	$ 286,848.87	$ 49,984.48	$ 15,140.00	$ 1,762,346.94
Wetland Sciences	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,800.00	$ -	$ -	$ -	$ 9,800.00
W. K. Dickson	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Totals	$ 7,314,426.23	$ 2,789,707.94	$ 6,136,887.34	$ 2,382,891.43	$ 2,861,685.33	$ 2,297,582.11	$ 3,699,111.39	$ 3,396,576.12	$ 2,765,686.35	$ 3,698,649.40	$ 1,005,918.30	$ 44,088,806.91
Check Balance	$ 7,314,426.23	$ 2,789,707.94	$ 6,136,887.34	$ 2,382,891.43	$ 2,861,685.33	$ 2,315,982.11	$ 3,699,111.39	$ 3,396,576.12	$ 2,765,686.35	$ 3,698,649.40	$ 1,005,918.30	$ 44,088,806.91
Total Task Orders												0

Date: January 31, 2005
Prepared by: Robin Lambert

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18027 **County Administrator's Report 9. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Change Order to Roads, Inc. of NWF on Contract PD 19-20.042 Muscogee Road Resurfacing (Jack's Branch to Nowak)
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Roads, Inc. of NWF, on Contract PD 19-20.042, Muscogee Road Resurfacing (Jack's Branch to Nowak) Project - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc. of NWF, on Contract PD 19-20.042, Muscogee Road Resurfacing (Jack's Branch to Nowak) Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$494,098.42
Vendor:	Roads, Inc. of NWF
Project Name:	Muscogee Road Resurfacing (Jack's Branch to Nowak)
Contract:	PD 19-20.042
PO#:	201443
CO#:	1
Original Contract Amount:	$458,689.97
Cumulative Amount of Change Orders Through this CO:	$494,098.42
New Contract Amount:	$952,788.39

Funding:	Local Option Sales Tax (LOST) III Fund 352, Cost Center 210107, Object Code 56301, Project 09EN0115

This project is located in Commission District 5.

BACKGROUND:

Meeting in regular session on May 7, 2020, the Board approved the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of Contract PD 19-20.042, Muscogee Road Resurfacing, Jack's Branch to Nowak, in the amount of $458,689.97. Unit prices came in under budget.

This Change Order, #1, in the amount of $494,098.42, will add another segment to improve this freight corridor, on Muscogee Road from Jack's Branch Road to Carlisle Drive.

BUDGETARY IMPACT:

Funds for this project are available in: Local Option Sales Tax (LOST) III Fund 352, Cost Center 210107, Object Code 56301, Project 09EN0115

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required for this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PO, Board Action and Agreement

Change Order 1

PURCHASE ORDER NO. 201443

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 05/12/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001360	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTRACT PD 19-20.042	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			THIS BLANKET ORDER IS FOR GOODS AND/OR SERVICES EXCLUSIVELY FOR THE USE OF ESCAMBIA COUNTY ENGINEERING DEPARTMENT IN ITS DAILY OPERATIONS. THE COUNTY SHALL BE CHARGED ACCORDING TO THE APPLICABLE CONTRACT PRICE SCHEDULE OR A PREFERRED STATUS WITH THE LOWEST PRICES USUALLY EXTENDED TO MOST FAVORED CUSTOMERS.		
01	1.00	LOT	AGREEMENT BETWEEN ESCAMBIA COUNTY AND ROADS INC OF NWF PER TERMS AND CONDITIONS OF PD 19-20.042 MUSCOGEE ROAD RESURFACING (JACKS BRANCH TO NOWAK). BCC	458689.9700	458,689.97

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	458,689.97	09EN0115

PAGE TOTAL $	458,689.97
TOTAL $	458,689.97

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

20001360
201443

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

49. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads Inc, of NWF, per the terms and conditions of PD 19-20.042, Muscogee Road Resurfacing, Jacks Branch to Nowak, in the amount of $458,689.97.

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc. of NWF	Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project # 09EN0115	$458,689.97	PD 19-20.042

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

50. Recommendation: That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order Based Continuing Contract to L&W Engineering, Inc., d/b/a Inovia Consulting Group, civil engineering, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines for Professional Services Contracts; and

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants Competitive Negotiation Act" (A&E Services) on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual and project basis.]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

ROADS INC. OF NWF

FOR

PD 19-20.042, MUSCOGEE ROAD RESURFACING JACKS BRANCH TO NOWAK

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:

Cross Section-Layout1

Project Area Map

Exhibit I/Technical Specifications

Escambia County Technical Specifications dated May 17, 2017

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND ROADS INC. OF NWF FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Roads Inc. of NWF, a Florida corporation for profit, to perform all work ("Work") in connection with PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Four Hundred Fifty-Eight Thousand Six Hundred Eighty-Nine Dollars and Ninety-Seven Cents

($458,689.97)

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Fifty (150) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Eighty (180) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, $1,000 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining

exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance and Safety Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Payment Adjustment - Bituminous Material
Exhibit H:	Technical Specifications **Escambia County Technical Specifications dated May 17, 2017**
Exhibit I:	Plans & Standard Details prepared by or for County and Identified as follows: **Cross Section-Layout1** **Project Area Map**
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering
3363 West Park Place
Pensacola, Florida 32505
Attention: Cooper Saunders, Project Manager

B. All correspondence with the Contractor will be addressed to the following:

Roads, Inc. of NWF
106 Stone Blvd
Cantonment, FL 32533
Attention: Cody Rawson

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all

such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Roads Inc. of NWF signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: 5-25-20

CONTRACTOR:
Roads Inc. of NWF, a Florida Corporation, authorized to do business in the State of Florida.

By: _____
Cody Rawson

ATTEST: Corporate Secretary

Its: President

By: _____
Secretary

Date: 5-14-2020

(Corporate Seal)

BCC Approved: May 7, 2020

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).

9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____
Witness

(Business Address)

_____

_____
Witness

(Authorized Signature)

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

_____
Witnesses

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____
Witness

(Business Address)

_____

_____
Witness

(Authorized Signature)

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____

_____
Witnesses

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid

certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be

considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, Purchasing Manager
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	$_____	_____
Sum of Previous Changes	$_____	_____
This Change Order	$_____	_____

Adjusted Agreement Amount	$_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

49. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads Inc, of NWF, per the terms and conditions of PD 19-20.042, Muscogee Road Resurfacing, Jacks Branch to Nowak, in the amount of $458,689.97.

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc. of NWF	Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project # 09EN0115	$458,689.97	PD 19-20.042

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

50. Recommendation: That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order Based Continuing Contract to L&W Engineering, Inc., d/b/a Inovia Consulting Group, civil engineering, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines for Professional Services Contracts; and

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants Competitive Negotiation Act" (A&E Services) on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual and project basis.]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	Muscogee Rd Resurfacing Jacks Branch to Nowak
Project ID:	PD 19-20.042
Location:	District 5
Project Manager:	Cooper Saunders
Date:	5/27/2020

DESCRIPTION OF REQUEST

This RFF is for additive CO1. It will incorporate an additional segment of Muscogee into the current project. The segment will run from Jacks Branch to Carlisle. The items included in this CO include: MOT LS $19,163.61, Provide 3" fill 6107 SY $10,320.83, Disk Up Existing Turf and redress to grade 6107 SY $61.07, 2.5" County Spec 2500 Sp 12.5 19849 SY $220,323.90, 2" FDOT Spec SP 12.5 19849SY $191,145.87, Mill 2" 19849 SY $19849., Temp Striping LS $5,368.88 Thermo Striping LS $19,315.46, Sod 6107 SY $8,549.80. The total amount of the CO is $494,098.42. There will be an additional 60 days added to the contract for completion of this work.

Attached backup documentation		page (s).
Current Completion Date		or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by	60	calendar days.
		Completion date

				Obligated	Required
Balance of CIP Project					
Funds for Original Construction Contract				$ 494,098.42	
Funds for Construction CO#	1				
Contract PD	19-20.042	Contractor	Roads, Inc		
Funds for Original Task Order					
Funds for Addendum #					
Task Order PD		Consultant			
Funds for Original Work Order					
Funds for Change Order #					
Contract PD		Contractor			
Funds for Contingency		Consultant			
Funds for Permit Fees		Agency			
Funds for Land Purchases		Owner			
Funds for Title Work		Company			
Contract PD		Contractor			
Funds for					
New Balance of CIP Project				$ (494,098.42)	$ -

Cooper Saunders
2020.05.27
15:10:51 -05'00'
Project Manager

Digitally signed by Robin Lambert
Date: 2020.06.03
12:07:51 -05'00'
Accounting

Digitally signed by James Duncan
Date: 2020.05.28 07:32:20 -05'00'
Deputy Division Manager

Digitally signed by James Duncan
Date: 2020.05.28 07:32:39 -05'00'
Division Manager

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer $

CONSTRUCTION CHANGE ORDER

Change Order Number 1 Contractor Number PD 19-20.042

Date: 5/27/2020 Dated

To: Cooper Saunders

Engineering

Project Name: Muscogee Resurfacing Project

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

This CO will incorporate an additional segment of Muscogee into the current project. The segment will run from Jacks Branch to Carlisle. The items included in this CO include:
MOT LS $19,163.61
Provide 3" fill 6107 SY $10,320.83
Disk Up Existing Turf and redress to grade 6107 SY $61.07
2.5" County Spec 2500 Sp 12.5 19849 SY $220,323.90
2" FDOT Spec SP 12.5 19849SY $191,145.87
Mill 2" 19849 SY $19849.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 458,689.97	180
Sum of Previous Changes	$ 0	0
This Change Order	$ 494,098.42	60
Adjusted Agreement Amount	$ 952,788.39	240

This contract substantial completion date will be increased/decreased by 60 calendar days due to the Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: May 27, 2020

By: _____
Contractor

By: _____
Engineer

By: _____
Cooper Saunders 2020.05.27 15:10:07 -05'00'
Owner

		Original Contract				CO1 Jacks Branch to Carlisle			
Muscogee Rd from Jack's Branch to Nowak		**150s/c 30 close**		**Roads, Inc**		**60days**			
Item	**Description**	**Qty**	**Units**	**Unit Cost**	**Extension**	**Qty**	**Units**	**Unit Cost**	**Extension**
1	Mobilization, 46 + Miles	1	LS	$10,085.87	$10,085.87				
2	MOT (Plans, Signs, flagman, etc.)	1	LS	$9,007.74	$9,007.74	1	LS	$19,163.61	$19,163.61
3	Provide 3" of Fill Along Shoulders	5741	SY	$1.69	$9,702.29	6107	SY	$1.69	$10,320.83
4	Disk Up Existing Turf and Redress To Grade to match final wearing surface elevation allowing water to sheet flow from final wearing course (Does not include Seed and Mulch)	5741	SY	$0.01	$57.41	6107	SY	$0.01	$61.07
5	2.5" County Spec 2500 Type SP 12.5 Asphalt Structure Course	18477	SY	$11.10	$205,094.70	19849	SY	$11.10	$220,323.90
6	2" FDOT Spec 2500 Type SP 12.5 76-22 Asphalt Wearing Course	18477	SY	$9.63	$177,933.51	19849	SY	$9.63	$191,145.87
7	Mill Existing Asphalt 2"	18477	SY	$1.00	$18,477.00	19849	SY	$1.00	$19,849.00
8	Temporary Striping (To include all edge lines, center lines, messages, arrows, and other required markings to be installed after each days production.)	1	LS	$3,976.95	$3,976.95	1	LS	$5,368.88	$5,368.88
9	Thermoplastic Striping (To include all edge lines, center lines, messages, arrows, RPMs and other required markings to be installed after each days production.)	1	LS	$14,307.75	$14,307.75	1	LS	$19,315.46	$19,315.46
10	Argentine Bahia Sod, Staked	5741	SY	$1.75	$10,046.75	6107	SY	$1.40	$8,549.80
		Total Bid			$458,689.97				$494,098.42

Original Contract		CO1	Totals	Delta
Cost	$458,689.97	$494,098.42	$952,788.39	107.72%
Days	180	60	240	33.33%

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18020 **County Administrator's Report 9. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Juvenile Justice Detention Center Lease Ageement Modification at 1800 St. Mary Street
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Juvenile Justice Detention Center Lease at 1800 St. Mary Street - Cassie C. Boatwright, Director, Facilities Management

That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification Number 2, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, from July 1, 2020 to June 30, 2030.

[Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be $433,100.01]

BACKGROUND:

The current lease with the Department of Juvenile Justice Detention Center expires June 30, 2020. This Agreement for Modification will extend the lease for an additional 10 years beginning July 1, 2020 and ending June 30, 2030. Exhibit B details the rental rates, and Addendum G has been added to the Lease to clarify the County's and Juvenile Justice Detention Center's responsibilities for Janitorial and Pest Control Services.

BUDGETARY IMPACT:

Rent from this lease will be deposited into the General Fund (001). Rent for the first year will be $433,100.01.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Modification Number 2 was approved by the County Attorney's Office as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Modification 2
JJC Dentention Lease
Modification 1

STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 2

WHEREAS, the Department of Juvenile Justice, as Lessee, has previously entered into Lease Number 800:0331, on June 21st, 2007 which became effective July 1st, 2007 and consists of 30,355 square feet; the current Lessor being Escambia County;

and WHEREAS, the current description of the leased premises is:
1800 Mary Avenue, Pensacola FL. 32502

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. ☐ **Agreement for Lease Renewal:**

   Lessor and Lessee agree that, pursuant to Article_____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____ _____, _____ and ending _____ , _____.

2. ☒ **Agreement for Lease Extension:**

   Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of 120 month(s), beginning July 1st, 2020 and ending June 30th, 2030.

3. ☐ **Restructuring the Rental Rate:**

   Commencing _____ _____, _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 8 of this agreement.

4. ☐ **Increase or Decrease Square Footage:**

   Commencing _____ _____, _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet. The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 8 of this Agreement.

5. ☐ **Change the Renewal Option Terms:**

   Commencing _____ _____, _____, the Lease is hereby amended to change the renewal option periods from _____, ____ year periods to _____, _____ year periods.

6. ☒ **Cooperation with the Inspector General:**

   Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

STATE OF FLORIDA
Agreement for Modification
Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 2

7. ☒ **Other:**

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

Revised Exhibit B - Rental Rates, and adding "Addendum G Janitorial and Pest Control" which Amends Addendum B - of the original lease to add Pest Control.

8. **Effective Rental Rates – Square Footage** 30,355

TERM Start (MM/DD/YYYY)		End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum G effective July 1st, 2020.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained; the parties hereto hereby agree as follows:

Commencing July 1st, 2020, said lease is hereby amended and modified to incorporate Addendum G.

STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 2

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the _____ _____, _____.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses must sign, print name and enter date.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Steven Barry, Chairman

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: Attest ACA
Date: May 29, 2020

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X _____ Agency Head or Authorized Delegate	Susan Sparks-Purchasing & Leasing Mgr. Printed Name/Title	Date
X _____ Agency Office of General Counsel	Tonja Mathews/Asst. Gen. Counsel Printed Name	Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X _____ Chief Real Property Administrator	Printed Name/Title	Date
X _____ Secretary or Authorized	Printed Name	Date
X _____ DMS Office of General Counsel	Printed Name	Date

Revised Exhibit "B"
Department of Juvenile Justice
Lease No.: 800:0331
Pensacola Detention Center
30,355 Sq. Ft./Net Rentable

Term	Base Rent $2.43 Sq. Ft. 3%	Building Insurance 5%	Int and Ext. Maintenance, 3%	Utilities $4.11 3%	Renovations, Permits, Design, Debt Service, Fire Inspection Fees, Assessments, Taxes @$1.50/per sq ft	Overhead 5%	Annual	Monthly	Annual Rate Per Square Foot Utilities Included
July 1, 2020 - June 30, 2021	$ 73,762.65	$ 21,552.00	$ 146,870.00	$ 124,759.05	$ 45,532.50	$ 20,623.81	$ 433,100.01	$ 36,091.67	$ 14.27
July 1, 2021 - June 30, 2022	$ 75,975.53	$ 22,629.60	$ 151,276.10	$ 128,501.82	$ 45,532.50	$ 21,655.00	$ 445,570.55	$ 37,130.88	$ 14.68
July 1, 2022 - June 30, 2023	$ 78,254.80	$ 23,761.08	$ 155,814.38	$ 132,356.88	$ 45,532.50	$ 22,737.75	$ 458,457.39	$ 38,204.78	$ 15.10
July 1, 2023 - June 30, 2024	$ 80,602.44	$ 24,949.13	$ 160,488.81	$ 136,327.58	$ 45,532.50	$ 23,874.64	$ 471,775.11	$ 39,314.59	$ 15.54
July 1, 2024 - June 30, 2025	$ 83,020.51	$ 26,196.59	$ 165,303.48	$ 140,417.41	$ 45,532.50	$ 25,068.37	$ 485,538.86	$ 40,461.57	$ 16.00
July 1, 2025 - June 30, 2026	$ 85,511.13	$ 27,506.42	$ 170,262.58	$ 144,629.93	$ 45,532.50	$ 26,321.79	$ 499,764.35	$ 41,647.03	$ 16.46
July 1, 2026 - June 30, 2027	$ 88,076.46	$ 28,881.74	$ 175,370.46	$ 148,968.83	$ 45,532.50	$ 27,637.88	$ 514,467.87	$ 42,872.32	$ 16.95
July 1, 2027 - June 30, 2028	$ 90,718.76	$ 30,325.83	$ 180,631.57	$ 153,437.90	$ 45,532.50	$ 29,019.77	$ 529,666.33	$ 44,138.86	$ 17.45
July 1, 2028 - June 30, 2029	$ 93,440.32	$ 31,842.12	$ 186,050.52	$ 158,041.03	$ 45,532.50	$ 30,470.76	$ 545,377.25	$ 45,448.10	$ 17.97
July 1, 2029 - June 30, 2030	$ 96,243.53	$ 33,434.23	$ 191,632.04	$ 162,782.26	$ 45,532.50	$ 31,994.30	$ 561,618.85	$ 46,801.57	$ 18.50

*Custodial Services provided by Escambia County include only Front Lobby. DJJ provides custodial services for the rest of the buidling.
*Pest Control Services will be provided by DJJ.
*Utilities are included.

State of Florida
DEPARTMENT OF JUVENILE JUSTICE

JANITORIAL AND PEST CONTROL

ADDENDUM G
LEASE NUMBER: 800:0331

Janitorial Services

Page 1, Paragraph II, Line 3 of the Lease agreement is hereby **amended** to reflect following:

- All janitorial services will now be provided by the Lessee (Department of Juvenile Justice) with the except of the Main Lobby Area of the premises.

Pest Control

Page 1, Paragraph I of the Lease agreement is hereby **amended** to reflect the following:

- Cost for Pest Control services will be removed from Exhibit "B".
- Cost for Pest Control services starting July 1, 2020 through June 30, 2030 will now be the sole responsibility of the Department of Juvenile Justice.
- Pest Control services will be provided by Department of Juvenile Justice on a regular basis keeping premises free from pest.

LESSOR:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: May 20 2020

LESSEE:
Department of Juvenile Justice

_____
Susan Sparks
Purchasing and Leasing Manager
Department of General Services

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

UPDATED DISCLOSURE STATEMENT

Lease Number: 800:0331

Location: Escambia Regional Detention Center
1800 St. Mary Avenue
Pensacola, Florida 32502

The Disclosure of Ownership Statement, form FM 4114, currently on file dated 06/22/2007, remains valid and correct.

Lessor:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Steven Barry, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: ACA

Date: May 29, 2020

THE DOCUMENT WAS RECEIVED AND SHOWN ON PAGES 30-50.

THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:

LEASE AGREEMENT NO.: 800:0331 EXTENSION WITH THE STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE, DIVISION OF DETENTION SERVICES, BUREAU OF CIRCUIT 1

BCC: 06-21-2007

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Administrative Services

FROM: **Jean A. Kassab, Director**

DATE: June 8, 2007

ISSUE: Juvenile Detention Facility Lease at 1800 St. Mary Street

RECOMMENDATION:

That the Board approve extension of a lease agreement with the State of Florida, Department of Juvenile Justice, Division of Detention Services, Bureau of Circuit 1 for the Juvenile Detention Facility located at 1800 St. Mary Street, Pensacola, Fl. For the lease of 30,355 square feet from July 1, 2007 to June 30, 2017.

BACKGROUND:

The current lease with the Department of Juvenile Justice expires June 30, 2007. This lease will be adjusted each January for the cost of utilities, maintenance, insurance and overhead.

BUDGETARY IMPACT:

Rent from this lease will be deposited into the General Fund. Rent for the first year will be $296,046.05.

LEGAL CONSIDERATIONS/SIGN-OFF:

Steve West, County Attorney's Office reviewed the lease and his comments are in the attached memo.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

IMPLEMENTATION REQUIREMENTS:

Signatures are required by both parties.

BCC June 21, 2007
Subject: Juvenile Detention Facility Lease at 1800 St. Mary Street
Date: June 8, 2007
Page 2 of 2

COORDINATION WITH OTHER AGENCIES/PERSONS:

The lease must be executed by the State of Florida.

CONCUR: George Touart, County Administrator

INTER-OFFICE MEMORANDUM

TO: Jean Kassab, Director, Administrative Services

FROM: Stephen G. West, Assistant County Attorney

DATE: June 7, 2007

RE: Juvenile Justice Center Lease

ESCAMBIA COUNTY

Enclosed please find the Juvenile Justice Center Lease Agreement, which I approve as to legal sufficiency. I would not normally approve of the form for obvious reasons. You may still submit this for approval by the Board of County Commissioners, the awkward form being the result of the Department of Juvenile Justice's (DJJ) insistence on using the form of lease published by the Department of Management Services (DMS) even though virtually all of the substantive provisions have been struck through.

Please note the following: In Article II of the DMS lease agreement, rent is to be paid during the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. In my opinion, Section 215.422 is not applicable to leases, and in general, I think it is a bad policy to have the County accept payment of rent in the month following the month of occupancy. But in this case there is probably little danger that the DJJ will skip out on paying its rent. To some extent, I think that the DJJ recognizes that Section 215.422, Florida Statutes, is not applicable because it has deleted from the DMS lease agreement (see Article XXII) the requirement to submit invoices, which are otherwise are required by Section 215.422.

Please note that you will still need to include the inventory of the DJJ's personal property as Exhibit C, as provided in Article IV of Addendum B.

The DJJ also requires the lease to include Addendums C, D, E, and a disclosure statement. These are probably not applicable to the County or its property. Nonetheless, in the interest of allowing this issue to proceed forward, I do not object if the DJJ insists on having these as part of the lease.

Please note that I have not reviewed the legal description to the Juvenile Justice Center.

Please feel free to call if you have any questions or require any additional information.

SGW/el
Enclosure

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

Date: 08-16-2007

TO: Doris Harris, Deputy Clerk

BCC: 06-21-2007

CAR II-7 Department of Management Services Lease Agreement with the State of Florida Department of Juvenile Justice, Division of Detention Services, Bureau of Circuit 1

Please Initial and Date
Below on Line Provided

alg 8/16/07

Shirley Gafford, Executive Assistant, County Administration

Attached is the Clerk's Original for filing with the Board's Minutes. This office kept a copy.

Thank you.

_____

Doris Harris, Deputy Clerk

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.

2007 AUG 16 P 3:27

OFFICE OF THE BOARD OF
COUNTY COMMISSIONERS

Return This Cover Page & Documents (as applicable) to Shirley Gafford

Escambia County
Clerk's Original
6/21/2007 CAR II-7

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
LEASE AGREEMENT

2007-000791 BCC
Jun. 21, 2007 Page 30

LEASE NO.: 800:0331

THIS LEASE AGREEMENT, entered into this 21st day of June, 2007., between Escambia County, a political subdivision of the State of Florida party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is F59-6000598003 and the

State of Florida Department of Juvenile Justice
Division of Detention Services
Bureau of Circuit 1

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

Escambia Regional Detention Center	Pensacola	32502	Escambia
(Name of Building)	(City)	(Zip Code)	(County)

Florida, described as follows:

1800 St. Mary Avenue Pensacola, Florida as shown on the drawing attached as Exhibit A (Premises).

which shall constitute an aggregate area of **30,355** square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises approximately 35.5% of the 85,472 net square feet in the building at the rate of **(See Addendum "A", Attached hereto)** per square foot per year. The Lessor shall also provide parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

Verified By: Dfarris
Date: 6/26/2007

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of July 2007 to and including the 30th day of June 2017.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of **(See Addendum "A", Attached hereto)** per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at

Escambia County Clerk of Court

221 South Palafox Place	Pensacola	32502
(Address)	(City)	(Zip Code)

III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

~~1.a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.~~

~~b. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.~~

~~*2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.~~

~~3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.~~

IV LIGHT FIXTURES

~~1.a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.~~

~~*b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.~~

~~2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot candles in halls and corridors; 30 foot candles in other public areas; a minimum of 50 foot candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.~~

V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

*VI UTILITIES

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

* These are the only Articles in which the word "Lessor" can be changed to "Lessee" by the Lessee without authorization from the Division of Facilities Management. (Rule 60H-1.003 Florida Administrative Code)

VII ACCESSIBILITY STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the "Americans with Disabilities Act of 1990."

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

XII NOT CONSENT TO SUE
~~The terms or conditions of this lease shall not be construed as consent of the State of Florida to be sued because of said lease.~~

XIII WAIVER OF DEFAULTS
~~The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.~~

XIV RIGHT OF LESSOR TO INSPECT
~~The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.~~

XV BREACH OF COVENANT
~~These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.~~

XVI ACKNOWLEDGMENT OF ASSIGNMENT
That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

XVII TAXES AND INSURANCE
~~Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.~~

XVIII AVAILABILITY OF FUNDS
The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

XIX USE OF PREMISES
~~The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.~~

XX RENEWAL
~~The Lessee is hereby granted the option to renew this lease for an additional 2-5(five)years(s) upon the same terms and conditions or as specified on attached addendum. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.~~

XXI RIGHT TO TERMINATE
The Lessee shall have the right to terminate, without penalty, this lease in the event a State owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of Excambia, Florida, upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

XXII NOTICES AND INVOICES
All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

Escambia County
Office of the County Administrator
221 South Palafox Place (Street) | Pensacola (City) | 32591-1591 (Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

Department of Juvenile Justice
2737 Centerview Drive, Suite 200 (Street) | Tallahassee (City) | 32399-3100 (Zip Code)
Invoices, in triplicate, shall be submitted monthly to: N/A

Lease No.: 800:0331

XXIII DEFINITION OF TERMS

1) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
2) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
3) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIV ADDITIONAL TERMS

(Check One)

__X__ All additional covenants or conditions appear on attached Addendum(s)A, B, C, D, E, Exhibit A, B, C.

_____ No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ANY LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness As to President, General Partner, Trustee	Name of Corporation, Partnership, Trust, etc.: ESCAMBIA COUNTY, FLORIDA By and through it's duly authorized BOARD OF COUNTY COMMISSIONERS By: K W White (SEAL) Kevin W. White, Chairman ATTEST: Patricia M. Hall (SEAL) Ernie Lee Magaha, Clerk of the Circuit Court Board Approved:
Signed, sealed and delivered in the presence of: Betty C Dennis Witness Signature Betty C Dennis Print or Type Name of Witness Eileen S. Sewell Witness Signature EILEEN S. SEWELL Print or Type Name of Witness AS TO LESSEE	LESSEE: STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE By: Laura I. Jennings Laura I. Jennings, Director Purchasing, Leasing & Land Acquisition Section

APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES General Services Manager, Bureau of Real Property Management Director Division of Facilities Management APPROVAL DATE: 8-9-07	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES By: _____ Print or Type Name APPROVAL DATE: 8/9/07	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF JUVENILE JUSTICE By: _____ Tonja White Asst. General Counsel APPROVAL DATE: 7-16-07

BCC APPROVED 6-21-2007

This document approved as to form and legal sufficiency.
By _____
Title Asst County Attorney
Date June 8, 2007

DEPARTMENT OF JUVENILE JUSTICE
LEASE NO.: 800:0331
LOCATION: Pensacola Detention Center
RENTAL RATE ADDENDUM "A"
30,355 square feet/net rentable

RENTAL RATES:
The Lessee shall pay the Lessor the following rates for terms as specified below. All amounts from July 1, 2008 forward are estimates only at 3% increase per year and will be recalculated each year in January preceding the beginning of the new lease year as outlined in Addendum "B", Article 1. Rental Payments.

A) Rental from July 1, 2007 to and including June 30, 2008

Monthly Rental $24,420.50
(Twenty four thousand - four hundred twenty and 50/100 dollars)
Rate Per Square Foot $9.65

B) Rental from July 1, 2008 to and including June 30, 2009

Monthly Rental $25,236.90
(Twenty five thousand - two hundred thirty six and 90/100 dollars)
Rate Per Square Foot $9.98

C) Rental from July 1, 2009 to and including June 30, 2010

Monthly Rental $26,081.97
(Twenty six thousand – eighty one and 97/100 dollars)
Rate Per Square Foot $10.31

D) Rental from July 1, 2010 to and including June 30, 2011

Monthly Rental $26,956.79
(Twenty six thousand - nine hundred fifty six and 79/100 dollars)
Rate Per Square Foot $10.66

E) Rental from July 1, 2011 to and including June 30, 2012

Monthly Rental $27,862.48
(Twenty seven thousand – eight hundred sixty two and 48/100 dollars)
Rate Per Square Foot $11.01

DEPARTMENT OF JUVENILE JUSTICE
LEASE NO.: 800:0331
LOCATION: Pensacola
RENTAL RATE ADDENDUM "A"
30,355 square feet/net rentable
(Continued)

RENTAL RATES:
The Lessor shall be paid by the Lessee the following rates for the terms as specified below. All amounts from July 1, 2008 forward are estimates only at 3% increase per year and will be recalculated each year in January preceding the beginning of the new lease year as outlined in Addendum "B", Article 1. Rental Payments.

F) Rental from July 1, 2012 to and including June 30, 2013

Monthly Rental $28,800.18
(Twenty eight thousand – eight hundred and 18/100 dollars)
Rate Per Square Foot $11.39

G) Rental from July 1, 2013 to and including June 30, 2014

Monthly Rental $29,771.11
(Twenty nine thousand –seven hundred seventy one and 11/100 dollars)
Rate Per Square Foot $11.77

H) Rental from July 1, 2014 to and including June 30, 2015

Monthly Rental $30,776.51
(Thirty thousand - seven hundred seventy six and 51/100 dollars)
Rate Per Square Foot $12.17

I) Rental from July 1, 2015 to and including June 30, 2016

Monthly Rental $31,817.69
(Thirty one thousand – eight hundred seventeen and 69/100 dollars)
Rate Per Square Foot $12.58

J) Rental from July 1, 2016 to and including June 30, 2017

Monthly Rental $32,895.99
Thirty two thousand – eight hundred ninety five and 99/100 dollars)
Rate Per Square Foot $13.00

LESSOR:
Escambia County, Board of County Commissioners

(SEAL)

Kevin W. White, Chairman

LESSEE:
Department of Juvenile Justice

Laura I. Jennings, Director
Purchasing, Leasing & Land Acquisition

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 8, 2007

BOARD OF COUNTY COMMISSIONERS ESCAMBIA FLORIDA

ATTEST ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
BY: Patricia M. Cotton
DEPUTY CLERK

BCC APPROVED 6-21-2007
Date Executed
6-26-07

Department of Juvenile Justice
Lease No.: 800:0331
Addendum "B"

I. RENTAL PAYMENTS

Lessee shall pay to Lessor rent as shown in the attached Exhibit B. As used in this Lease, the term "Rent" shall include a base rental rate and the cost, if any, of insurance, renovations, interior and exterior maintenance, janitorial services, pest control, design and/or repair of infrastructure, debt service for capital improvements, permits, fire inspection certification, taxes and assessments. On or before January 1 of each year, Lessor shall revise the Rent for the following year to accurately reflect amounts of the costs comprising Rent. Lessee shall bear all other expenses associated with its use of the premises, including, but not limited to, occupational licensees, telephone service, cable television service, and internet service, and the security system/closed circuit television system.

II. HEATING AND AIR CONDITIONING AND JANITOR SERVICES

1. Lessor shall operate and maintain the heating and air conditioning equipment for the Premises during the term of the Lease.

2. The parties agree that the thermostats in the Premises shall remain between 68 and 78 degrees Fahrenheit. Lessor certifies that the chillers located in the Premises have been calibrated to permit the most efficient operation.

3. Lessor shall furnish janitorial services during all business days, excluding weekends and holidays, and all janitorial supplies and solid waste disposal.

4. Except for the janitorial services described above, all other services required to be provided by Lessor shall be available 24 hours per day, 365 days per year.

III. LIGHT FIXTURES

Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in light fixtures.

IV. MAINTENANCE AND REPAIRS

1. Lessor shall provide interior maintenance and repairs, including repainting, replacement of worn or damaged floor covering, and repairs or replacement of infrastructure, as may be necessary due to normal usage.

2. Lessor shall maintain, and repair the exterior of the Premises including doors, roof, windows, structural components, fixtures, grounds and parking areas, electrical systems, HVAC system, plumbing, and fire protection systems.

3. Lessee shall bear the costs, which shall be paid as additional rent, for all negligent or intentional damage to the Premises caused by Lessee, its officers, agents, employees, detainees, or related parties.

4. Lessee shall maintain and repair the exercise and recreation area within the Premises and all personal property, improvements or fixtures, installed or kept on the Premises by Lessee. An inventory of all Lessee's personal property is included as Exhibit C, which shall be updated annually by Lessee.

V. UTILITIES

Lessee acknowledges that Lessor does not warrant that any of the utility services, or any other services which Lessor may supply, will be free from interruption. Interruptions of utility services under the control of the Lessor shall not be suspended for more than twenty four (24) hours. Not withstanding the foregoing, Lessee acknowledges that any services interrupted by strikes or lockouts, operation of law, acts of God, or other similar causes are beyond the control of Lessor, and Lessor agrees to restore utility service in these circumstances as quickly as reasonably possible. No such interruption or discontinuance of service for the foregoing reasons will be deemed a breach of this Lease or disturbance of Lessee's use and possession of the Premises or render Lessor liable to Lessee for damages or abatement of Rent or otherwise relieve Lessee from the responsibility of performing any of Lessee's obligations under this Lease. Notwithstanding anything to the contrary in the Lease, Lessor may bill Lessee for the cost of an unexpected increase in utility use if the increased cost is due to the intentional acts, misuse, or improper conduct of Lessee or its agents.

VI. HANDICAPPED STANDARDS AND ALTERATIONS

1. Lessee acknowledges that the Premises complies with the requirements of Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501-553.513, Florida Statues, and the Americans with Disabilities Act of 1990.

2. Lessee shall have the right to make any alterations in and to the Premises during the term of the lease after first having obtained the written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

3. Any improvements made by Lessee shall be deemed to be part of the Premises unless otherwise provided by the parties when consent is obtained and shall not be removed by Lessee when it vacates the Premises. Title to any improvements shall vest in Lessor without payment of any nature to Lessee. Lessee shall be responsible for all permits, inspections and certificates necessary for any alterations it performs to the Premises. Lessee shall obtain lien waivers for all work done in or to the Premises.

4. All personal property, as distinguished from improvements, owned by Lessee and located on the Premises, shall remain the property of Lessee and may be removed at any time. Notwithstanding the foregoing, Lessee shall repair any damage to the Premises caused by the

removal of its personal property and shall restore the Premises to substantially the same condition as existed prior to the installation or use of Lessee's personal property.

5. Lessor shall have the right to make changes in and about the Premises upon fifteen (15) days notice to Lessee. Such changes may include, but are not limited to, rehabilitation, redecoration, refurbishment and repair of the building and expansion of or structural changes to the building. The right of Lessee to quiet enjoyment and peaceful possession given under the Lease will not be deemed breached or interfered with by reason of Lessor's actions pursuant to this section.

VII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be brought or maintained on the Premises by Lessee during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee or any injury, loss or damage to such property or to any person on the Premises.

VIII. FIRE AND OTHER HAZARDS

1. In the event the Premises, or the major part thereof, are destroyed by fire, storm or other casualty, Lessor at its option may repair the damage at its own cost and expense. Rent shall cease until the completion of such repairs and Lessor shall refund the pro rata portion of any Rent paid in advance by Lessee prior to such destruction. Should the Premises be only partly destroyed, so that the major part thereof is usable by Lessee, then Rent shall abated to the extent the injured or damaged part(s) bears to the whole of the Premises and the injury or damage shall be restored by Lessor as soon as reasonably practical and upon the completion of such repairs the full Rent shall resume and the Lease shall then continue for the balance of the term.

2. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment. Lessor agrees the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.

3. Lessor discloses that asbestos was used in the construction of the Premises and remedial actions have been completed.

IX. EXPIRATION OF TERM

At the expiration of the term Lessee will peaceably return to Lessor the Premises substantially in the condition that existed immediately prior to Lessee's possession of the Premises.

X. SUBLETTING AND ASSIGNMENT

Lessee shall not sublet or assign all or any part of the Premises without first obtaining the written consent of Lessor.

XI. NO CONSENT TO SUE

The terms and conditions of this Lease shall not be construed as consent of the State of Florida to be sued for torts unless otherwise permitted by Section 768.28, Florida Statutes.

XII. WAIVER OF DEFAULTS

The waiver by Lessor of any breach of the terms and conditions of this Lease by Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by the Lease.

XIII. RIGHT OF LESSOR TO INSPECT

At all reasonable times, Lessor may enter the Premises for the purpose of inspecting and making any repairs as may be required under the terms of this Lease. Lessor's right of entry will be exercised after reasonable notice to the Lessee. In an emergency, Lessor or its agents may enter the Premises, without notice, to address the emergency condition.

XIV. BREACH OF COVENANT

If Lessee shall neglect or fail to perform or observe a term or condition of the Lessee, and such default shall continue for a period of thirty (30) days after receipt of written notice from Lessor, then Lessor may, without further notice or demand, enter and repossess the Premises, or any part thereof, and expel Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass. Upon exercise of Lessor's authority to enter and repossess the Premises, this Lease shall terminate but without prejudice to any remedy which might otherwise be used by Lessor for unpaid Rent or for any other breach by Lessee.

XV. TAXES AND INSURANCE

Lessor shall pay all real estate taxes, if any, and fire insurance premiums on the Premises. Lessor shall not be responsible to obtain insurance coverage against loss to personal property belonging to Lessee or any other person.

XVI. USE OF PREMISES

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy contrary to the laws of the State of Florida or local ordinances in which the Premises are located. Lessee shall use the Premises solely as a juvenile detention center.

XVII. RIGHT TO TERMINATE

Either party may terminate this Lease, without penalty, for cause or convenience after first giving six (6) months written notice to the other by certified mail, return receipt requested.

XVIII. ENTIRE AGREEMENT

This Lease contains the entire agreement between Lessor and Lessee and supersedes all prior oral and written agreements. This Lease may be modified in writing dated and signed by Lessor and Lessee after the date of this Lease.

XIX. SECURITY DEPOSIT

No security deposit shall be due.

XX. SECURITY

1. Lessor shall install and repair a system of door locks and other entry and exit control devices to restrict access to the building and Premises by the public, and Lessee shall provide a security system required by law and necessary for the safe operation of the Premises. Lessee agrees to report promptly the loss or theft of all keys and/or access cards that would permit unauthorized entrance to the building or Premises and any break-in or other emergency.

2. Lessee acknowledges that the system of door locks and entry and exit control devices may be suspended or modified at Lessor's discretion with reasonable notice to Lessee or as a result of causes beyond the reasonable control of Lessor. No such suspension, or modification will constitute a disturbance of Lessee's use and possession of the Premises, nor further render Lessor liable to Lessee or third-parties for damages, abatement of Rent, or otherwise relieve Lessee of the responsibility of performing its obligations under this Lease.

XXI. COMPLIANCE WITH LAWS AND PROCEDURES

Lessee agrees to comply at all times with all applicable laws, guidelines, rules, regulations and requirements, whether federal, state, or local, applicable to the Premises and the building, including the Americans with Disabilities Act of 1990, and those for the correction, prevention and abatement of nuisances, unsafe conditions, or other grievances. Accordingly, Lessee agrees that Lessee and its officers, agents, employees, detainees, and related partners, shall comply with all programs and guidelines, if any, implemented or promulgated from time to time by Lessor, in order to reduce the risk of injury from environmental concerns. The following disclosure is made in accordance with Florida Law:

> Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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.

XXII. LESSOR'S RIGHT TO PERFORM FOR LESSEE

If Lessee fails to observe or perform any term or condition of this Lease within the default period, then Lessor may immediately or at any time thereafter perform the same on behalf of Lessee. If Lessor makes any expenditure or incurs any obligation to pay money in connection with such performance for Lessee's account, Lessee agrees to reimburse Lessor for the sums paid or obligations incurred in accordance with Florida Law.

XXIII. LIENS

No interest of Lessor shall be subject to liens for improvements made by Lessee or caused to be made by Lessee, and Lessee shall promptly notify the contractor making such improvements to the Premises of this provision exculpating Lessor's liability for such liens. Notwithstanding the foregoing, if any mechanic's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the building or the Premises or the leasehold created by this Lease, or any alterations, fixtures or improvements located on the Premises, as a result of any action or inaction done by or at the direction of Lessee or any of Lessee's agents, Lessee will discharge same of record within thirty (30) days after the filing thereof, failing which Lessee will be in default under this Lease.

XXIV. TRANSFER BY LESSOR

If Lessor's interest in the building terminates by reason of a bona fide sale or other transfer, Lessor will, upon transfer, be released from further liability to Lessee under this Lease so long as the Lessee's interest is compensated.

XXV. MISCELLANEOUS

1. If any term or condition of this Lease or the application thereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease will be construed in accordance with the laws of the State of Florida.

2. This Lease shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions.

3. Each party warrants that this Lease has been duly authorized, executed and delivered by their duly authorized representatives.

IN WITNESS WHEREOF Lessor and Lessee hereby execute this Lease on the date first written above.

LESSOR:

ESCAMBIA COUNTY, FLORIDA
by and through it's duly authorized
BOARD OF COUNTY COMMISSIONERS

Kevin W. White, Chairman

BCC APPROVED 6-21-2007

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 8, 2007

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Board Approved: 6-21-2007

Date Executed
6-26-2007

WITNESSES:

Print Name

Print Name

LESSEE:

STATE OF FLORIDA DEPARTMENT
OF JUVENILE JUSTICE

By: Laura I. Jennings, Director
Purchasing, Leasing, and Land Acquisitions

APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES	APPROVED AS TO FORM AND LEGALITY SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES
General Services Manager, Bureau of Real Property Management	GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES	GENERAL COUNSEL DEPARTMENT OF JUVENILE JUSTICE
Director Division of Facilities Management	By: Print or Type Name	By: for Tonja White Asst. General Counsel
APPROVAL DATE:	APPROVAL DATE:	APPROVAL DATE:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC ENTITY CRIME STATEMENT

REQUIRED ADDENDUM C

LEASE NUMBER: 800:0331

Public Entity Crime Statement: 287.133 Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Date Executed
6-26-2007

Lessor:
Escambia County, Florida
By and through it's duly authorized
Board of County Commissioners

Kevin W. White, Chairman

June 22, 2007
Date

This document approved as to form and legal sufficiency.
By SGWest
Title Asst. County Attorney
Date June 6, 2007

ATTEST: ERNIE LEE MAGAHA SEAL
CLERK OF THE CIRCUIT COURT
BY: Patricia M. Hall
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS FL

FM 4054E (R05/04)

BCC APPROVED 6-21-2007

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC HURRICANE EVACUATION SHELTER

ADDENDUM E

LEASE NUMBER: 800:0331

Pursuant to Chapter 252.385 (4)(b) F.S.; facilities that are solely occupied by state agencies and have at least 2,000 square feet of net rentable space in a single room or a combination of rooms each having a minimum of 400 square feet may be required to serve as a public hurricane evacuation shelter at the request of the local emergency management agencies.

It is hereby agreed and understood that in the event the facility being leased is selected for use as an emergency shelter the lessor, upon receiving notice form the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

Lessor:
Escambia County, Florida
By and through it's duly authorized
Board of County Commissioners

K W White
Kevin W. White, Chairman

June 22, 2007
Date

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
BY: Patricia M. Cotton
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL.

Lessee:
Department of Juvenile Justice

Laura I. Jennings
Laura I. Jennings, Director
Purchasing, Leasing and Land Acquisition

7/15/07
Date

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 8, 2007

FM 4054F (R05/04)

BCC APPROVED 6-21-2007

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

DISCRIMINATION

REQUIRED ADDENDUM "D"

LEASE NUMBER: 800:0331

An entity who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

LESSOR:
Escambia County, Florida
By and through it's duly authorized
Board of County Commissioners

Kevin W. White, Chairman

BCC APPROVED 6-21-2007

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 8, 2007

LESSEE:
Department of Juvenile Justice

Laura I. Jennings, Director
Purchasing, Leasing, and Land Acquisition Section
Bureau of General Services

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
BY: DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL

FM 4054G (R05/04)

Date Executed
6-26-2007

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the parcel of property being the site of the Juvenile Justice Center:

Six (6) acres of land in the Southeast center of the North half of Lot 2, Section 17, Township 2 South, Range 30 West, according to U. S. Official Survey, the said 6 acres being bounded as follows: Beginning at the Southeast corner of said N ½ of Lot 2, thence West 501.00 feet 4 inches to a stake, thence North 501 feet 4 inches to a stake, thence South along East line of said Lot 2 a distance of 501 feet 4 inches to point of beginning. The said N ½ of Lot 2 is suppose to be Lot 15 according to Plan subdivision said section 17 now on file in the Office of the Escambia County Abstract Company, Pensacola, Florida and reputed to have been made by Geo. Brainerd and Geo. W. McIntyre, said property being in Escambia County, Florida.

The detention area of said building thereon being leased to the Department of Juvenile Justice.

Exhibit "B"
Department of Juvenile Justice
Lease No.: 800:0331
Pensacola Detention Center
30,355 Sq. Ft./Net Rentable

Term	Base Rent	Building Only Excludes Contents Insurance @ 32.5%	Int and Ext. Maintenance, Pest Contol, Janitorial Service @$4.47/sq ft	Renovations, permits, design, debt service, fire inspection fees, assessments, taxes @ $1.50/per sq ft	5% County Overhead	Total	Annual	Monthly	Annual Rate Per Square Foot
July 1, 2007 - June 30, 2008	**$ 50,000.00**	**$ 47,872.13**	**$ 135,686.85**	**$ 45,532.50**	**$ 13,954.57**	**$ 293,046.05**	**$293,046.05**	**$ 24,420.50**	**$ 9.65**
July 1, 2008 - June 30, 2009	*$ 51,500.00*	*$ 50,265.74*	*$ 139,757.46*	*$ 46,898.48*	**$ 14,421.08**	*$ 302,842.75*	*$302,842.75*	*$ 25,236.90*	**$ 9.98**
July 1, 2009 - June 30, 2010	*$ 53,045.00*	*$ 52,779.02*	*$ 143,950.18*	*$ 48,305.43*	**$ 14,903.98**	*$ 312,983.61*	*$312,983.61*	*$ 26,081.97*	**$ 10.31**
July 1, 2010 - June 30, 2011	*$ 54,636.35*	*$ 55,417.97*	*$ 148,268.68*	*$ 49,754.59*	**$ 15,403.88**	*$ 323,481.48*	*$323,481.48*	*$ 26,956.79*	**$ 10.66**
July 1, 2011 - June 30, 2012	*$ 56,275.44*	*$ 58,188.87*	*$ 152,716.75*	*$ 51,247.23*	**$ 15,921.41**	*$ 334,349.70*	*$334,349.70*	*$ 27,862.48*	**$ 11.01**
July 1, 2012 - June 30, 2013	*$ 57,963.70*	*$ 61,098.32*	*$ 157,298.25*	*$ 52,784.65*	**$ 16,457.25**	*$ 345,602.16*	*$345,602.16*	*$ 28,800.18*	**$ 11.39**
July 1, 2013 - June 30, 2014	*$ 59,702.61*	*$ 64,153.23*	*$ 162,017.19*	*$ 54,368.19*	**$ 17,012.06**	*$ 357,253.29*	*$357,253.29*	*$ 29,771.11*	**$ 11.77**
July 1, 2014 - June 30, 2015	*$ 61,493.69*	*$ 67,360.89*	*$ 166,877.71*	*$ 55,999.23*	**$ 17,586.58**	*$ 369,318.10*	*$369,318.10*	*$ 30,776.51*	**$ 12.17**
July 1, 2015 - June 30, 2016	*$ 63,338.50*	*$ 70,728.94*	*$ 171,884.04*	*$ 57,679.21*	**$ 18,181.53**	*$ 381,812.23*	*$381,812.23*	*$ 31,817.69*	**$ 12.58**
July 1, 2016 - June 30, 2017	*$ 65,238.66*	*$ 74,265.38*	*$ 177,040.56*	*$ 59,409.58*	**$ 18,797.71**	*$ 394,751.90*	*$394,751.90*	*$ 32,895.99*	**$ 13.00**

*** All amounts from July 1 2008 on are estimates only at 3% increase per year and will be recalculated each year in January preceeding the beginning of the new lease year.**

Utilities will be bill separately at $3.39 per sq ft	**Utilities**
July 1, 2007 - June 30, 2008	**$ 102,903.45**
July 1, 2008 - June 30, 2009	*$ 105,990.55*
July 1, 2009 - June 30, 2010	*$ 109,170.27*
July 1, 2010 - June 30, 2011	*$ 112,445.38*
July 1, 2011 - June 30, 2012	*$ 115,818.74*
July 1, 2012 - June 30, 2013	*$ 119,293.30*
July 1, 2013 - June 30, 2014	*$ 122,872.10*
July 1, 2014 - June 30, 2015	*$ 126,558.26*
July 1, 2015 - June 30, 2016	*$ 130,355.01*
July 1, 2016 - June 30, 2017	*$ 134,265.66*

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EXHIBIT C
Lease No.: 800:0331
Escambia County Detention Center

FL Rm	ITEM	MANUF	AQCOST	ORG	LO	CA	TION	SERIAL	DESC
	80000700	DELL	$637.00	80411001250	17	94	0008	DNVGV21	CPU, GX260
	14003216	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB247	CPU, EVO D500
	14003213	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB169	CPU, EVO D500
	14003212	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB212	CPU, EVO D500
	14003210	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB211	CPU, EVO D500
	14003209	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB185	CPU, EVO D500
	14003206	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZA704	CPU, EVO D500
	14003208	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB207	CPU, EVO D500
	14003217	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB146	CPU, EVO D500
	20008025	DELL	$864.88	80411001250	17	94	0008	C9R42B1	CPU, GX520
	20008016	DELL	$864.88	80411001250	17	94	0008	49R42B1	CPU, GX520
	20008027	DELL	$864.88	80411001250	17	94	0008	5BR42B1	CPU, GX520
	20008026	DELL	$864.88	80411001250	17	94	0008	H8R42B1	CPU, GX520
	20008014	DELL	$864.88	80411001250	17	94	0008	99R42B1	CPU, GX520
	20008024	DELL	$864.88	80411001250	17	94	0008	H9R42B1	CPU, GX520
	20008028	DELL	$864.88	80411001250	17	94	0008	19R42B1	CPU, GX520
	20008021	DELL	$864.88	80411001250	17	94	0008	29R42B1	CPU, GX520
	20008015	DELL	$864.88	80411001250	17	94	0008	39R42B1	CPU, GX520
	20008017	DELL	$864.88	80411001250	17	94	0008	F9R42B1	CPU, GX520
	20008018	DELL	$864.88	80411001250	17	94	0008	3BR42B1	CPU, GX520
	20008020	DELL	$864.88	80411001250	17	94	0008	4BR42B1	CPU, GX520
	20008022	DELL	$864.88	80411001250	17	94	0008	2BR42B1	CPU, GX520
	20008023	DELL	$864.88	80411001250	17	94	0008	J9R42B1	CPU, GX520
	20008019	DELL	$864.88	80411001250	17	94	0008	1BR42B1	CPU, GX520
	20008013	DELL	$864.88	80411001250	17	94	0008	79R42B1	CPU, GX520
	02003029	GATEWAY	$930.00	80411001250	17	94	0008	0023822565	CPU, 1600SE
	02003030	GATEWAY	$930.00	80411001250	17	94	0008	0023822566	CPU, E1600
	02003175	DELL	$984.00	80411001250	17	94	0008	2VNNN01	CPU, GX150
	02003174	DELL	$984.00	80411001250	17	94	0008	JTNNN01	CPU, GX150
	01002856	DELL	$984.00	80411001250	17	94	0008	3FCLN01	CPU, GX150
	02003176	DELL	$984.00	80411001250	17	94	0008	GTNNN01	CPU, GX150

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EXHIBIT C
Lease No.: 800:0331
Escambia County Detention Center

	02003177	DELL	$984.00	80411001250	17	94	0008	4VNNN01	CPU, GX150
	02003178	DELL	$984.00	80411001250	17	94	0008	CTNNN01	CPU, GX150
00KITCH	01000547	ROBOT COUP	$1,065.00	80411001250	17	94	0008	98131473	FOOD PROCESSOR
	20005075	DELL	$1,142.00	80411001250	17	94	0008	4KWUY	CPU, GX1
	20005076	DELL	$1,142.00	80411001250	17	94	0008	4KX1P	CPU, GX1
	20005070	DELL	$1,142.00	80411001250	17	94	0008	4KWZU	CPU, GX1
	20005072	DELL	$1,142.00	80411001250	17	94	0008	4KX4U	CPU, GX1
	20007123	PHILLIPS	$1,150.00	80411001250	17	94	0008	B06D00865	DEFIBRILLATOR
	20005725	DELL	$1,186.00	80411001250	17	94	0008	8VNGU	CPU, GX1
	20005724	DELL	$1,186.00	80411001250	17	94	0008	8VNJE	CPU, GX1
	20005738	DELL	$1,186.00	80411001250	17	94	0008	8VNGS	CPU, GX1
	04003076	DELL	$1,200.00	80411001250	17	94	0008	67851	CPU, GL
	02000741	DELL	$1,201.00	80411001250	17	94	E924	6QPCJ01	CPU, GX110
	20007088	DELL	$1,326.62	80411001250	17	94	0008	J0TTR91	LAPTOP, LATITUDE 110L
00ADMHAL	20007215	FELLOWES	$1,346.75	80411001250	17	94	0008	CRC384251	SHREDDER
020207	01000832	HEWLETT PA	$1,409.27	80411001250	17	94	0008	USKB151363	PRINTER, LASERJET 5N
010005	01000202	HEWLETT PA	$1,486.35	80411001250	17	94	0008	USTC122451	PRINTER, LASERJET 4
020210	01000529	HEWLETT PA	$1,486.35	80411001250	17	94	0008	USTC122457	PRINTER, LASERJET 4
	20003727	XEROX	$1,544.00	80411001250	17	94	0008	LE9004859	PRINTER, DOCUPRINT N2125
	20002803	DELL	$1,564.00	80411001250	17	94	0008	6IPD8	LAPTOP, LATITUDE CPX
010028	01000513	KRAFTLINE	$1,584.70	80411001250	17	94	0008	N/A	STORAGE CABINET
	01000254	HEWLETT PA	$1,596.13	80411001250	17	94	0008	USFC256500	PRINTER, LASERJET 4+
	01000522	HEWLETT PA	$1,596.13	80411001250	17	94	0008	USFC267676	PRINTER, LASERJET 4+
00KITCH	01000510	UNIVEX	$1,685.39	80411001250	17	94	0008	0000242383	MIXER
	05000604	SPEED QUEE	$1,699.00	80411001250	17	94	0008	0897108453	WASHER
00KITCH	01000546	HOBART	$2,027.00	80411001250	17	94	0008	561072859	FOOD SLICER
	15000919		$2,385.00	80411001250	17	94	E924		ESCAMBIA RJDC, SHED
010033	01000139	DELL	$2,637.00	80411001250	17	94	0008	ZXSV7	LAPTOP, LATITUDE CPI
	15003159	SONY	$2,710.00	80411001250	17	94	0008	00304250174	CCTV SYSTEM
00KITCH	01000550	JORDAN	$2,903.00	80411001250	17	94	0008	7014097E	REFRIGERATOR
	02004000		$3,170.05	80411001250	17	94	0010		ESCAMBIA RJDC, SHED
00YARD	80000206	CHEVROLET	$15,832.00	80411001250	17	94	0008	2G1WF52EX39346588	SEDAN 2003 IMPALA DJJ-36556

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EXHIBIT C
Lease No.: 800:0331
Escambia County Detention Center

00YARD	22000731	CHEVROLET	$19,351.00	80411001250	17	94	0008	1GNFG15M6X1129007	VAN 8P 1999 EXPRESS DJJ-32291 (T)
00YARD	22000054	DODGE	$19,512.00	80411001250	17	94	0008	2B5WB35Z5SK548728	VAN 15P 1995 RAM3500 DJJ-23199
00YARD	22000114	FORD	$20,305.00	80411001250	17	94	0008	1FBSS31L36DA23680	VAN 2006 15P E350 DJJ-38491
00YARD	04000346	CHEVROLET	$20,359.47	80411001250	17	94	0008	1GAGG39K0SF229500	VAN 15P 1995 G30 DJJ-29343
00YARD	22000057	FORD	$21,748.00	80411001250	17	94	0008	1FBSS31L36HA47065	VAN 15P 2006 E350 DJJ-39538
00YARD	22000962	DODGE	$22,045.00	80411001250	17	94	0008	2B5WB35ZX2K124378	VAN 15P 2002 RAM 3500 DJJ-33700
00YARD	22000809	DODGE	$29,184.86	80411001250	17	94	0008	2B5WB35Z1YK132829	VAN 15P 2000 RAM 3500 DJJ-33011

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Escambia County
Clerk's Original

6/22/2017 CAR #17

STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

WHEREAS, the Department of Juvenile Justice, as Lessee, has previously entered into Lease Number 800:0331, on June 21st, 2007 which became effective July 1st, 2007 and consists of 30,355 square feet; the current Lessor being ESCAMBIA COUNTY;

and WHEREAS, the current description of the leased premises is:

1800 St. Mary Avenue Pensacola, Fl. as shown on the drawing attached as Exhibit A (Premises)

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. ☐ **Agreement for Lease Renewal:**

   Lessor and Lessee agree that, pursuant to Article_____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____, _____ and ending _____, _____.

2. ☒ **Agreement for Lease Extension:**

   Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of 36 month(s), beginning July 1st, 2017 and ending June 30th, 2020.

3. ☒ **Restructuring the Rental Rate:**

   Commencing July 1st 2017, the Lease referenced above is amended to increase ☐ or decrease ☒ the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 8 of this agreement.

4. ☐ **Increase or Decrease Square Footage:**

   Commencing _____, _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet. The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 8 of this Agreement.

5. ☐ **Change the Renewal Option Terms:**

   Commencing _____, _____, the Lease is hereby amended to change the renewal option periods from _____, ____year periods to _____, _____ year periods.

6. ☒ **Cooperation with the Inspector General:**

   Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Date: 6/23/2017 Verified By:

STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

7. ☐ **Other:**

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

8. **Effective Rental Rates – Square Footage** (see attached Exhibit "B")

TERM		RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
Start (MM/DD/YYYY)	End (MM/DD/YYYY)			
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum F effective July 1st, 2017.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained; the parties hereto hereby agree as follows:

Commencing July 1st, 2017, said lease is hereby amended and modified to incorporate Addendum F.

STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the 27th day of June, 2017.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses must sign, print name and enter date.

ESCAMBIA CO. FL ★ BOARD OF COUNTY COMMISSIONERS ★ SEAL

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

D. B. Underhill, Chairman

Date: 6/22/2017

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X Michele Cook Agency Head or Authorized Delegate	Michele Cook, Director Printed Name/Title	6.27.17 Date
X by Scott C. Wright Agency Office of General Counsel	Tonja Mathews, Asst. Gen. Counsel Printed Name	6-27-17 Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X Michele Stevens Chief Real Property Administrator	Michele Stevens Printed Name/Title Bureau Chief of Leasing	6/28/17 Date
X N/A Secretary or Authorized	Printed Name	Date
X N/A DMS Office of General Counsel	Printed Name	Date

BCC Approved 06-22-2017

Approved as to form and legal sufficiency.
By/Title:
Date: Alison Rogers 6/21/17

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification

ADDENDUM F **LEASE NUMBER:** 800:0331

Pursuant to Executive Order #11-02 (as Superceded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1 .

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this **Employment Eligibility Verification** provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this lease.

Dept. of Juvenile Justice
Lessee

(x) Michele Cook
Lessee Signature

Michele Cook, Director
Name/Title

June 27th 2017
Date

LESSOR:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

D.B. Underhill, Chairman

Date Executed 6/22/2017

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FLA. SEAL

FM 4054K1 (R01/12)

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the parcel of property being the site of the Juvenile Justice Center:

Six (6) acres of land in the Southeast center of the North half of Lot 2, Section 17, Township 2 South, Range 30 West, according to U. S. Official Survey, the said 6 acres being bounded as follows: Beginning at the Southeast corner of said N ½ of Lot 2, thence West 501.00 feet 4 inches to a stake, thence North 501 feet 4 inches to a stake, thence South along East line of said Lot 2 a distance of 501 feet 4 inches to point of beginning. The said N ½ of Lot 2 is suppose to be Lot 15 according to Plan subdivision said section 17 now on file in the Office of the Escambia County Abstract Company, Pensacola, Florida and reputed to have been made by Geo. Brainerd and Geo. W. McIntyre, said property being in Escambia County, Florida.

The detention area of said building thereon being leased to the Department of Juvenile Justice.

Exhibit "B"
Department of Juvenile Justice
Lease No.: 800:0331
Pensacola Detention Center
30,355 Sq. Ft./Net Rentable

Term	Base Rent $2.22 Sq. Ft.	Building Insurance @ 32.5%	Int and Ext. Maintenance, Pest Control, Janitorial Services @ $6.00/Sq Ft	Renovations, Permits, Design, Debt Service, Fire Inspection Fees, Assessments, Taxes @$1.50/per sq ft	5% County Overhead	Total	Annual	Monthly	Annual Rate Per Square Foot
July 1, 2017 - June 30, 2018	$ 67,388.10	$ 14,060.21	$ 182,130.00	$ 45,532.50	$ 15,455.54	$ 324,566.35	$ 324,566.35	$ 27,047.20	$ 10.69
July 1, 2018 - June 30, 2019	$ 69,409.74	$ 14,763.22	$ 187,593.90	$ 45,532.50	$ 15,864.97	$ 333,164.33	$ 333,164.33	$ 27,763.69	$ 10.98
July 1, 2019 - June 30, 2020	$ 71,492.04	$ 15,501.38	$ 193,221.72	$ 45,532.50	$ 16,287.38	$ 342,035.02	$ 342,035.02	$ 28,502.92	$ 11.27

Yearly a 3% Increase on Base Rent, Int and Ext Maintenance, Pest Control, & Janitorial Services. 5% increase for Insurance

Utilities will be billed separately at $4.11 with an increase of 3% per year and will be recalculated each year in January preceding the beginning of the new lease year.

	Utilities
July 1, 2017 - June 30, 2018	$ 124,759.05
July 1, 2018 - June 30, 2019	$ 128,501.82
July 1, 2019 - June 30, 2020	$ 132,356.88

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

UPDATED DISCLOSURE STATEMENT

Lease Number: 800:0331

Location: Escambia Regional Detention Center
1800 St. Mary Avenue
Pensacola, Florida 32502

The Disclosure of Ownership Statement, form FM 4114, currently on file dated 06/22/2007, remains valid and correct.

Lessor:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

D. B. Underhill, Chairman

Date: 6/22/2017

SEAL

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: 6/22/2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12385 **County Administrator's Report 13. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/22/2017
Issue: Juvenile Justice Detention Center Lease at 1800 St. Mary Street
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Juvenile Justice Detention Center Lease at 1800 St. Mary Street - Jack R. Brown, County Administrator

That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, , from July 1, 2017, to June 30, 2020.

[Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be $324,566.35]

BACKGROUND:

The current lease with the Department of Juvenile Justice Detention Center expires June 30, 2017. This Agreement for Lease Extension will extend the lease for an additional 3 years beginning July 1, 2017 and ending June 30, 2020. Lease payments will be adjusted annually per Exhibit B with the cost of utilities adjusted each January.

BUDGETARY IMPACT:

Rent from this lease will be deposited into the General Fund (001). Rent for the first year will be $324,566.35.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Lease Extension was prepared in conjunction with the County Attorney's Office, and was approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Detention 3 Year Lease

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18044 **County Administrator's Report 9. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Contract Award for Ashcraft Road Dirt Road Paving
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Ashcraft Road Dirt Road Paving Project - Joy Jones, P.E., Engineering Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 19-20.055, Ashcraft Road Dirt Road Paving, in the amount of $848,214.28.

Vendor/Contractor	Funding	Amount	Contract Number
Roads, Inc. of NWF	Fund 353, Cost Center 210106; Object Code 56301, Project Number 18EN0275	$848,214.28	PD 19-20.055

This project is located in Commission District 5.

BACKGROUND:

The Ashcraft Road Dirt Road Paving and Drainage Project includes the paving of an existing 1.24-mile dirt road in northwestern Escambia County, in the Bratt community. Ashcraft Road connects County Highway 99 to Bratt Road. The new asphalt roadway will include associated drainage improvements. Proposed drainage improvements include sodded swales, upgraded cross drains and subsurface storm water pipe.

Utility relocation will be required for the existing Escambia River Electric Cooperative (EREC) potable water main, and EREC utility poles, as well as

Frontier Communications buried telephone lines.

Required permitting will include a National Pollutant Discharge Elimination System permit as well as an Florida Department Environmental Protection, Environmental Resources General Permit.

An additive Alternate is included as part of this project to upgrade the existing 3" potable waterline with approximately 6,500 LF of 6" PVC watermain along with the required appurtenances. EREC will provide all materials required for waterline construction. The contractor will be required to provide the labor and equipment required for installation and coordinate all efforts with EREC personnel.

An Invitation to Bid for PD 19-20.055, Ashcraft Road Dirt Road Paving, was publicly noticed to 189 registrants via Vendor Registry on April 24, 2020. The solicitation was downloaded by 28 firms.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Roads, Inc. of NWF	Fund 353, Cost Center 210106; Object Code 56301, Project Number 18EN0275	$ 848,214.28	PD 19-20.055

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement is the Standard Form "D" Construction Agreement.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement as well as the Purchase Order.

Attachments

Public Notice Rec Award
Agreement
Original Solicitation

Determination of Award Checklist

Public Notice of Recommended Award

Bid Tabulation	Solicitation Number:	PD 19-20.055
	Solicitation Name:	Ashcraft Road Dirt Road Paving
Bid Opening Time:	1:00 PM, CDT	
Bid Opening Date:	05/21/20202	
Bid Opening Location:	Rm 11.108	

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity	Occupational License	Base Bid	Additiv Alternate No.1	Bid Alternate 2	Total
Panhandle Grading & Paving, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$965,263.60	$99,648.80	-$131,646.00	$933,266.40
Roads, Inc, NWF	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$965,375.94	$77,994.64	-$195,156.30	$848,214.28
J. Miller Construction, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$992,267.51	$110,298.70	-$198,785.78	$903,780.43
C. W. Roberts Contracting, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$1,156,291.03	$97,814.86	-$175,231.50	$1,078,874.39
Site and Utility, LLC	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$1,320,142.50	$74,880.00	-$160,110.00	$1,234,912.50
Chavers Constrution, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$1,306,398.10	$149,050.00	-$231,270.00	$1,224,178.10

Bids Opened By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	05/21/20	**Status:**			
Bids Tabulated By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	05/21/20	Recommended Award			
Bids Witnessed By:	Lawrence Gordon, Purchasing Specialist	**Date:**	05/21/20	**CAR Date:**	06/08/20	**BOCC Date:**	06/18/20

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County, Florida and Roads, Inc. of NWF, per the terms and conditions of PD 19-20-055, Ashcraft Road Dirt Road Paving in the amount of $ 848,214.28.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Posted: June 5, 2020 **Form Completed By: ABR**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

ROADS, INC. OF NWF

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND ROADS, INC. OF NWF FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Roads, Inc. of NWF a Florida corporation for profit, to perform all work ("Work") in connection with PD 19-20.055 Ashcraft Road Dirt Road Paving (Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

$ 848,214.28

Eight Hundred Forty-eight Thousand, Two Hundred Fourteen Dollars and Twenty-eight cents

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Two hundred twenty (220) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling two hundred fifty (250) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, one thousand dollars **$ 1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch

list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance and Safety Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Payment Adjustment - Bituminous Material
Exhibit H:	Technical Specifications - TOC
Exhibit I:	Plans & Standard Details prepared by or for County and Identified as follows: N/A
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County
Public Works Engineering_
3363 West Park Place
Pensacola FL 32505
Attention: Cooper Saunders

B. All correspondence with the Contractor will be addressed to the following:

Roads, Inc. of NWF
106 Stone Boulevard
Cantonment, FL 32533
Attn: Josh Haggard

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the

event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Roads, Inc. of NWF signing by and through its Vice President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Janice P. Gilley
County Administrator

Witness: _____

Date: _____

CONTRACTOR:
Roads, Inc. of NWF, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Cody Rawson

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: June 18, 2020

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the

Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the

County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and

samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be

evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief

with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents,

officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit

reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full

amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified,

and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and

by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept

defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

_____ (Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

_____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract

No._____,_____

_____

__

_____

__

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
Witnesses as to Principal

PRINCIPAL:

_____
By:_____
Name:_____
Its:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)
_____
_____
_____
(Business Address)
_____
(Authorized Signature)
_____
(Printed Name)
OR

_____
Witness

_____
Witness

_____
As Attorney In Fact (Attach Power)
_____
_____
_____
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____ (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

_____

Witness

(Business Address)

_____

_____

(Authorized Signature)

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

Witnesses

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Buzz Roggenbuck, Sr Purchasing Coordinator
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Ph (850) 595-4878
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID Rev B

Ashcraft Road Dirt Road Paving
SPECIFICATION NUMBER PD 19-20.055

BIDS WILL BE RECEIVED UNTIL 1:00 PM CDT, May 21, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **1:00 PM CDT, April 28, 2020**

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Buzz Roggenbuck
Sr. Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4878
E-Mail: abroggenbuck@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.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Ashcraft Road Dirt Road Paving
SPECIFICATION 19-20.055

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Ashcraft Road Dirt Road Paving
PD 19-20.055

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Buzz Roggenbuck
Sr. Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4878

ESCAMBIA COUNTY, FLORIDA

INVITATION TO BID

Ashcraft Road Dirt Road Paving

Solicitation Number PD 19-20.055

Solicitation

MAILING DATE: 4/20/2020
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 1:00 PM CDT, April 28, 2020.
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT, May 21, 2020, 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 Escambia 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and 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)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Base Bid_____

Additive Alternate No. 1 Schedule_____

Bid Alternate 2 _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **Two Hundred Twenty (220) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Two Hundred Fifty (250) consecutive calendar days** from the date of Substantial Completion, which is Notice to Proceed. **Liquidated damages of $1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

PD 19-20.055 Bid Schedule **Rev A**

Ashcraft Road Dirt Road Paving and Drainage Improvements

Base Bid

NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1		$0.00
2	Stormwater Pollution Prevention (Includes installation, replacement, acquiring NOI and Adhering to Permit)	LS	1		$0.00
3	Dewatering	LS	1		$0.00
4	Maintenance of Traffic (Including Plan, Approved Layout, and Installation)	LS	1		$0.00
5	Clearing and Grubbing (Including All Tree Removal, Driveway Removal, etc.)	AC	7.4		$0.00
6	Striping and Signage	LS	1		$0.00
7	Remove Existing Storm Drain and End Treatment	LF	200		$0.00
8	Remove Existing Asphalt Roadway Turnout	SY	285		$0.00
9	Relocate Existing Mailbox	EA	15		$0.00
10	Remove and Replace County Standard Split Rail Fencing (Along Right-of-Way)	LF	290		$0.00
11	Remove and Replace 4-Foot Farm Fencing (Along Right-of-Way)	LF	840		$0.00
12	Remove and Replace 4-Foot Chain Link Fencing (Along Right-of-Way)	LF	130		$0.00
13	Centipede Sod (Including Pinning Where Appropriate)	SY	20,000		$0.00
14	2" Asphalt Surface Course	SY	17,790		$0.00
15	6" GAB	SY	17,790		$0.00
16	12" Stabilized Sugrade	SY	17,790		$0.00
17	Construct New Concrete Driveway	SY	30		$0.00
18	Construct New Asphalt Driveway	SY	550		$0.00
19	Construct New Asphalt Millings Driveway	SY	55		$0.00
20	Establish Grade on Roadway and Driveways	SY	18,425		$0.00
21	Construct V-Bottom Swale (Earthwork Only)	LF	1,650		$0.00
22	Construct Flat Bottom Swale (Earthwork Only)	LF	8,250		$0.00
23	FDOT Type 'C' Ditch Bottom Inlet (0-6' Deep) 1 Slot	EA	1		$0.00
24	FDOT Type 'D' Ditch Bottom Inlet (0-6' Deep) 1 Slot	EA	3		$0.00
25	FDOT Type 'D' Ditch Bottom Inlet (0-6' Deep) 2 Slots	EA	2		$0.00
26	FDOT Type 'J' Junction Box (5' Diameter Round) (0-6' Deep)	EA	1		$0.00
27	FDOT Type 'J' Junction Box (6' Diameter Round) (6-10' Deep)	EA	1		$0.00
28	14" x 23" RCEP (Class IV) (0-6' Deep)	LF	80		$0.00
29	14" x 23" RCEP (0-6' Deep)	LF	215		$0.00
30	19" x 30" RCEP (0-6' Deep)	LF	140		$0.00
31	18" RCP (0-6' Deep)	LF	40		$0.00
32	18" ADS HP Pipe (0-6' Deep)	LF	330		$0.00
33	24" ADS HP Pipe (0-6' Deep)	LF	290		$0.00
34	30" ADS HP Pipe (0-6' Deep)	LF	20		$0.00
35	18" MES	EA	1		$0.00
36	14" x 23" MES	EA	10		$0.00
37	19" x 30" MES	EA	2		$0.00
38	FDOT Straight Endwall (on 14" x 23" RCEP)	EA	6		$0.00
39	FDOT Winged Endwall (on 24" ADS CPP Pipe)	EA	1		$0.00
40	FDOT Winged Endwall (on 30" ADS HP Pipe)	EA	1		$0.00
41	Stone Rubble Rip Rap (6" Average Diameter) (Including Filter Fabric and Gravel Bedding)	SY	270		$0.00
42	Connect to and Extend Existing 18" CPVC with Marmac Coupling (Complete Including Piping)	LS	1		$0.00
43	Connect to and Extend Existing 24" CPP with Marmac Coupling (Complete Including Piping)	LS	1		$0.00
44	8" PVC Watermain (Excludes Materials)	LF	50		$0.00
45	3" PVC Watermain (Excludes Materials)	LF	90		$0.00
46	8" x 8" x 3" MJ Tee (Excludes Materials)	EA	1		$0.00

47	3" Gate Valve and Box (Excludes Materials)	EA	1		$0.00
48	8" MJ 45° Bend (Excludes Materials)	EA	4		$0.00
49	3" MJ 45° Bend (Excludes Materials)	EA	12		$0.00
50	8" Cut-In Connection (Complete with Solid Sleeve, Existing Pipe Removal, Capping, Etc.) (Excludes Materials)	EA	2		$0.00
51	3" Cut-In Connection (Complete with Solid Sleeve, Existing Pipe Removal, Capping, Etc.) (Excludes Materials)	EA	7		$0.00
52	Abandon 8" AC Waterline with Flowable Fill	LF	50		$0.00
53	Relocate Existing Water Meters to Right-of-way Line (Complete)	EA	17		$0.00

Total Base Bid = **$0.00**

Additive Alternate No. 1 Schedule (Note that EREC will Supply All Pipe, Fittings, and Associated Appurtenances)

NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Dewatering	LS	1		$0.00
2	Maintenance of Traffic (Including Plan, Approved Layout, and Installation)	LS	1		$0.00
3	Abandon 3" Water Main in Place (Complete including abandoning valves, hydrants, services, draining, capping, etc.)	LS	1		$0.00
4	8" PVC Watermain	LF	50		$0.00
5	6" PVC Watermain	LF	6,400		$0.00
6	6" HDPE Horizontal Directional Bore	LF	160		$0.00
7	8" MJ 45° Bend	EA	4		$0.00
8	6" MJ 45° Bend	EA	2		$0.00
9	8" x 8" x 6" MJ Tee	EA	1		$0.00
10	6" x 6" x 3" MJ Tee	EA	1		$0.00
11	6" Gate Valve and Box	EA	7		$0.00
12	3" Gate Valve and Box	EA	1		$0.00
13	6" MJ Plug	EA	1		$0.00
14	3" MJ 90° Bend	EA	1		$0.00
15	6" x 6" Fire Hydrant Assembly (Complete)	EA	6		$0.00
16	Water Service Transfer Complete (Short)	EA	11		$0.00
17	Water Service Transfer Complete (Long)	EA	6		$0.00
18	8" Cut-In Connection (Complete with Solid Sleeve, Existing Pipe Removal, Capping, Etc.)	EA	2		$0.00
19	3" Cut-In Connection (Complete with Solid Sleeve, Existing Pipe Removal, Capping, Etc.)	EA	1		$0.00
20	Abandon 8" AC Waterline with Flowable Fill	LF	50		$0.00
	Deduct Items 43-53				
44	8" PVC Watermain (Excludes Materials)	LF	50	$0.00	$0.00
45	3" PVC Watermain (Excludes Materials)	LF	90	$0.00	$0.00
46	8" x 8" x 3" MJ Tee (Excludes Materials)	EA	1	$0.00	$0.00
47	3" Gate Valve and Box (Excludes Materials)	EA	1	$0.00	$0.00
48	8" MJ 45° Bend (Excludes Materials)	EA	4	$0.00	$0.00
49	3" MJ 45° Bend (Excludes Materials)	EA	12	$0.00	$0.00
50	8" Cut-In Connection (Complete with Solid Sleeve, Existing Pipe Removal, Capping, Etc.) (Excludes Materials)	EA	2	$0.00	$0.00
51	3" Cut-In Connection (Complete with Solid Sleeve, Existing Pipe Removal, Capping, Etc.) (Excludes Materials)	EA	7	$0.00	$0.00
52	Abandon 8" AC Waterline with Flowable Fill	LF	50	$0.00	$0.00
53	Relocate Existing Water Meters to Right-of-way Line (Complete)	EA	17	$0.00	$0.00

Total Additive Alternate No. 1 Bid = **$0.00**

BID Alternate 2

NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Deduct				
15	6" GAB	SY	17,790	$0.00	$0.00
	Add				
54	9" Sand Clay	SY	17,790		$0.00

Total Bid Alternate 2 Bid = **$0.00**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of 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

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

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 850-595-4806.

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 «BidderProposer»'s Solicitation, Offer, and «BidProposal» Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. 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 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 judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.055, "Ashcraft Road Dirt Road Paving", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the 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:

A. 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.

B. Definitions

Blackout Period means the period between the time the «BidProposal»s 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 cancelled.

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.

C. <u>Sanctions</u>

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

The Ashcraft Road Dirt Road Paving and Drainage Project includes the paving of an existing 1.24-mile dirt road in northwestern Escambia County, in the Bratt community. Ashcraft Road connects County Highway 99 to Bratt Road.
The new asphalt roadway will include two 11-foot drive lanes along with the associated drainage improvements. Proposed drainage improvements include sodded swales, roadway cross-drain replacement and storm drain piping.
Utility relocation will be required for the existing EREC potable water main, and EREC utility poles, as well as Frontier Communications buried telephone lines.
Required permitting will include an NPDES permit as well as an FDEP ERP General Permit.
An additive Alternate is included as part of this project to upgrade the existing 3" potable waterline to a 6" PVC line. The alternate includes approximately 6,500 LF of 6" PVC watermain along with the required appurtenances. EREC will provide all materials required for waterline construction. The contractor will be required to provide the labor and equipment required for installation and coordinate all efforts with EREC personnel.

The project Substantial Completion shall be done is two-hundred-twenty (220) days after Notice to Proceed. Final Completion shall be done within thirty (3) days of Substantial completion. Liquidated Damages of $ one-thousand ($1,000) per day will be applied for each day after Final Completion day that the project is not completed.

3. <u>Bid Surety</u>

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned

immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Bonds

Performance and Payment Bonds
The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds** under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Sr. Purchasing Coordinator, at abroggenbuck@myescambia.com. Last day for questions will be May 1, 2020 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on April 28, 2020 at 1:00 PM CDT.

8. Liquidated Damages

Should the awarded Vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the Vendor shall pay to the County, as liquidated damages, the sum of **$1000** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor.

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local building and safety codes.

11. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

12. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

13. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. Protection of Property/Security

The awarded Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded Vendor shall provide for removal of all debris from County property.

The awarded Vendor shall at all times guard against damage or loss to property of Escambia County, or of other Vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded Vendor shall at all times guard against injury to Escambia County employees. The Vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded Vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

15. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the «BidProposal» form(s) to the best of our knowledge.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

18. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written

notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

21. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. 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 worker's 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.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. 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 and business auto liability policies.

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: Buzz Roggenbuck, Sr. Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 S. Palafox Place, 2nd Floor
   Pensacola, FL 32502
   Fax (850) 595-4806

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.

23. 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.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form D – Paving and Drainage Projects to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 175 calendar days
Fully Complete and ready for Final Inspection in 205 calendar days
*B. Liquidated Damages at $1000 for each calendar day
Section 6
Section 7 *A. Escambia County Engineering
3363 West Park Place
Pensacola, FL 32505
Attn: Cooper Saunders, Project Manager
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 Four (4) copies of each Application for Payment
*21.1 Two (2) year(s) after final completion
B. Form of Performance and Payment Bond
C. Insurance and Safety Requirements

EXHIBIT H

Ashcraft Road Dirt Road Paving
SPECIFICATION PD 19-20.055

INDEX TO ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS

See Technical Specifications in attached document on Vendor Registry

Section	Title
01000	DEFINITIONS
01300	SUBMITTALS
02230	CLEARING & GRUBBING
02300	EARTHWORK
02310	HORIZONTAL DIRECTIONAL DRILLING
02340	RIP RAP
02400	GRADED AGGREGATE BASE
02440	SUPERPAVE ASPHALT BASE
02460	SAND CLAY BASE
02500	SUPERPAVE ASPHALT CONCRETE
02556	POTABLE WATER DISTRIBUTION SYSTEMS
02600	STORMWATER SYSTEM
02800	FENCING
02900	GRASSING
03300	PORTLAND CEMENT CONCRETE
04000	TRAFFIC CONTROL SIGNS
04020	POST MOUNTED STREET NAME SIGNS
04040	PAVEMENT MARKINGS
04060	MAINTENANCE OF TRAFFIC

APPENDIX A REPORT OF GEOTECHNICAL INVESTIGATION
(Attached in Vendor Registry)

EXHIBIT I

Ashcraft Road Dirt Road Paving
SPECIFICATION PD 19-20.055

DRAWINGS & PLANS

See Drawings in attached document on Vendor Registry

This document is not ADA compliant

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Ashcraft Rd DRP

Bid Number PD: 19-20.055

Opening Date/Time: 5/21/2020 1:00PM Office of Purchasing/MS Teams

Purchasing Agent: Buzz Roggenbuck

Client Department: Engineering Dept. Director/Designee: Cooper Saunders

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #_____ Verify

Fund: 353 Verify

Cost Center: 210106 Verify

Object Code: 56301 Verify

Project Number: 18EN0275 Verify

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation **Yes** **No**
Note: Attachments to Requisition shall Reference PD #_____

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Award Base Bid, Alt #1 and Alt #2 to Roads, Inc in the amount of $848,214.28

Bid submittals checked by Dale Long, EOR.

Unit Price Extensions Checked by: _____

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: _____

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder Purchasing ___Yes ✓No
Client Department ___Yes ✓No If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval:

Purchasing Manager/Designee Approval

Note 1: The Office of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18022 **County Administrator's Report 9. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Contract Award for A&E Services for Tax Collector W Street Modifications
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Tax Collector "W" Street Modifications - Cassie Boatwright, Director, Facilities Management, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Hernandez Calhoun Design International, P.A., per the terms and conditions of PD 19-20.043, Tax Collector "W" Street Modifications in the amount of $290,660 (basic and additional services $281,260 plus allowances $9,400)

Vendor/Contractor	Funding	Amount	Contract Number
Hernandez Calhoun Design International, P.A.	Fund 353 LOST IV, Cost Center 110267, Object Code 56201, Project # 19PF0889	$290,660	PD 19-20.043

Hernandez Calhoun Design International, P.A., is a certified Local Woman Owned Small Business.

The current facility, which has been in use for over 20 years, no longer meets the service needs of the citizens and motorists of Escambia County. Since the building was first leased, the tax collector duties have increased to include these additional transactions: driver's license issuance, written exams, driving exams, fingerprinting of CDL and DHSMV new hires, and issuance of Florida concealed weapon permits and Florida birth certificates. On typical days, the drive-through staff will process several hundred property and tangible tax payments, registration renewals, parking placards, etc. The current operation at 6451 North "W" Street is

split into two lobbies, making it extremely difficult for staff to locate and serve customers. The two public restrooms are single stall and inadequate for the 500 – 1,000 lobby customers per day. The staff restrooms, breakroom, and training rooms were designed for a much smaller workforce are now inadequate.

Drive-through traffic circles the building, backs up into the front parking area, and hinders traffic-flow, often backing traffic into North "W" Street. In addition, the drive-through makes it nearly impossible for driving test applicants to navigate through the required maneuvers before the roadway portion of the exam. There is insufficient customer parking.

The overall goals are to reduce operational costs and provide quality service to the community while providing both citizens and employees with a safe, comfortable environment. Design and build out will provide an opportunity to maximize space to accommodate the tax collector's needs for the foreseeable future. The Board approved the purchase of this property and building located at 6400 North "W" Street on November 18, 2019.

Requests for Letters of Interest, PD 19-20.043, Tax Collector "W" Street Modifications, were publicly noticed on March 25, 2020, to 198 known firms. Responses were received from four firms on April 14, 2020. The Selection/Negotiation Committee short-listed to the following firms on April 22, 2020:

- Goodwyn, Mills and Cawood, Inc.;
- Hernandez Calhoun Design International, P.A.;
- Sam Marshall Architects; and
- TOWNES + architects, P.A.

The Selection/Negotiation Committee ranked in the following order on April 29, 2020:

1. Hernandez Calhoun Design International, P.A.
2. Goodwyn, Mills and Cawood, Inc.
3. Sam Marshall Architects
4. TOWNES + architects, P.A.

Hernandez Calhoun Design International, P.A.., provided their initial fee proposal on May 20, 2020. The first negotiation meeting was held on May 22, 2020. The second negotiation meeting was held on May 29, 2020. Final and Best Offers were established on May 29, 2020, establishing the fee of $290,660.

BACKGROUND:

Hernandez Calhoun Design International, P.A. is a certified Local Woman Owned Small Business.

The current facility, which has been in use for over 20 years, is outdated and no longer meets the service needs of the citizens and motorists of Escambia County. The current operation at 6451 North "W" Street is split into two lobbies, making it extremely difficult for staff to locate and serve customers. Drive-through traffic strangles the building, backs up into the front parking area, and hinders traffic-flow, often backing traffic into North "W" Street. In addition, the drive-through makes it nearly impossible for driving test applicants to navigate through the required maneuvers before the roadway portion of the exam. There is inadequate customer parking. The two public restrooms are single stall and insufficient for the 500 – 1,000 lobby customers per day. The staff restrooms, breakroom, and training rooms were designed for a much smaller workforce, are inadequate now, and have no capacity to comply with CDC guidelines regarding the COVID19 pandemic. Since the building was first leased, the tax collector duties have increased to include these additional transactions: driver's license issuance, written exams, driving exams, fingerprinting of CDL and DHSMV new hires, and issuance of Florida concealed weapon permits and Florida birth certificates. On typical days, the drive-through staff will process several hundred property and tangible tax payments, registration renewals, parking placards, etc. The overall goals are to reduce operational costs and provide quality service to the community while providing both citizens and employees with a safe, comfortable environment. Design and build out will provide an opportunity to maximize space to accommodate the tax collector’s needs for the foreseeable future.

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BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Hernandez Calhoun Design International, P.A.	Fund 353 LOST IV, Cost Center 110267, Object Code 56201, Project # 19PF0889	$290,660	PD 19-20.043

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Attorney Standard Form of Contract , Form G, Consulting Services for Stand-Alone Projects

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract , Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

Attachments

Agreement with Exhibits
Original Solicitation
Register of Proposers
Short-Listing Scores
Final Ranking Scores

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

HERNANDEZ CALHOUN DESIGN INTERNATIONAL, P.A.

PD 19-20.043, TAX COLLECTOR W STREET MODIFICATIONS

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of June, 2020, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Hernandez Calhoun Design International, P.A., a professional association authorized to transact business in the State of Florida, whose address is 420 North Palafox Street, Pensacola, Florida 32501, and whose Federal tax identification number is 59-3566985 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Hernandez Calhoun Design International, P.A. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean George C. Bush, Divisioin Manager, Facilities Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 19-20.043, Tax Collector W Street Modifications.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 19-20 in the amount of Two Hundred Ninety Thousand Six Hundred Sixty Dollars ($290,660.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 19-20.043, Tax Collector W Street Modifications, and as represented in the Consultant's Letter of Interest response to PD 19-20.043, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $2,400,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Two Hundred Ninety Thousand Six Hundred Sixty Dollars ($290,660.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Hernandez Calhoun Design International, P.A.
420 North Palafox Street
Pensacola, Florida 32501

(d) Invoices to the County shall be sent to:

George C. Bush
Divisioin Manager, DCAT
Facilities Management
100 East Blount Street
Pensacola, FL 32501

Notices to the County shall be sent to:

Janice P. Gilley
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Hernandez Calhoun Design International, P.A., signing by and through its Sarah M. Hernandez-Trujillo, President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: June 18, 2020

CONSULTANT:
Hernandez Calhoun Design International, P.A., a Florida Professional Association authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Sarah M. Hernandez-Trujillo, President

By: _____
Secretary

Date: _____

Hernandez • Calhoun
Design International
Architecture • Interior Design

MEMORANDUM

DATE: May 20, 2020 *revised May 28,2020*

TO: **Escambia County Board of Commissioners**
c/o Paul Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Manager
Escambia County, Florida
Email: prnobles@myescambia.com

FROM: Sarah M. Hernandez-Trujillo

RE: Escambia County Tax Collector 'W' Street Modifications

SUB: Project Description / Scope of Basic and Additional Services

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PROJECT DESCRIPTION –
The project consists of the renovation of the existing 12,360 square foot building at 6400 North W Street. The design will transform the facility into the new Tax Collector's offices, which are currently across the street from their new location. A 4-bay drive-thru function is requested, based on funding available, either as an addition to the existing building or as a standalone facility on an adjoining empty lot owned by Escambia County.

The scope of work for the renovation will include evaluating interior and exterior envelope (Walls and roof) and recommend repairs. It will also include interior (floor, walls, ceiling) and exterior (walls and roof) envelope evaluation, analysis and repair recommendations. It will also include mechanical system evaluation, analysis and equipment replacement recommendations. The facility will house public entry, lobby, waiting, public counter workstations, offices, testing areas, breakroom, storage, public restrooms, staff restrooms, and mechanical and electrical rooms.

A. SCOPE OF BASIC SERVICES –
After existing conditions/programming phases, this project will be developed and delivered in three Phases:

1) Schematic Design
2) Construction Documents
3) Bidding, Negotiation and Construction Phase

HCDI shall provide permittable Construction Documents including all disciplines: Structural, Architectural, Mechanical, Plumbing, Fire Protection, and Electrical.

1. Charrette (15%) / Schematic Design (35%)–
During Programming a 15% Design concept will be developed and submitted for review and approvals. HCDI will then proceed to the Schematic Design (35%) phase. The SD drawings will include**:** site plan, floor plan, life safety plan, reflected ceiling plan, roof plan, exterior building elevations, typical wall section, structural foundation and roof framing plan. Outline specifications and a

parametric estimate of probable construction cost will also be included. Review and comments regarding the geotechnical report will be included on the structural foundation drawing.

a) Deliverables –

1) Three (3) hard copies of the Submittal
2) One (1) electronic copy of the Submittal – sent via email

b) Review meeting – One (1) review meeting with the Users and Escambia County is suggested and included within the Scope of Services. An electronic copy of the meeting minutes and attendance roster will be provided.

2. Construction Document Submittal Phase –

60%, 90% and 100% submittals will be provided. The 60% submittal will be an informal, over-the-shoulder (in-progress) submittal. These submittals will include all drawings and specifications necessary to bid and build the project. Specifications will be generated in MasterSpec using the industry standard Construction Specification Institute (CSI) format.

a) **Deliverables –**

1) One (1) hard copy of the submittal – Drawings & Specifications for 60% and 90%; Two (2) hard copies of submittal for the 100%.
2) One (1) hard copy of the Estimate of Probable Construction Cost
3) One (1) PDF of each Submittal – sent via email

b) **Review meetings** – One (1) review meeting with the Users and Escambia County is provided at each Submittal and included within the Scope of Services. An electronic copy of the meeting minutes and attendance roster will be provided to all parties requested.

3. Bidding, Negotiation and Construction Phase –

HCDI shall provide Construction Administration services during the Bidding, Negotiation and Construction Phases. We understand that the project Contract Bid Documents and Bid RFI tracking will be provided and managed electronically by Escambia County. HCDI will submit the construction documents to the county for permitting concurrently with the Bid process. The following services are included under this Phase:

a) Respond to Requests for Information (RFIs) during the bidding and construction phases to interpret and/or clarify the drawings.

b) Issue Addendums during Bidding, if required.

c) Attend one (1) pre-construction meeting with the General Contractor prior to the start of construction.

d) HCDI shall conduct two (2) site observations per month, scheduled concurrently with critical path items or to address field questions. This is based on construction period of eight (8) months maximum. A field report will be available for review within one (1) week of each site visit.

e) One (1) site observation shall be performed at Substantial Completion by HCDI and HCDI's design team, to observe that the work has been performed in accordance with the Construction Documents and is consistent with the design intent.

HCDI shall submit a Substantial Completion punch list that identifies all items to be corrected prior to Final Acceptance. The punch list shall be provided to the Escambia County representative within one (1) week of the visit.

f) One (1) site observation shall be performed at Final Acceptance to observe that the outstanding items detailed on the Substantial Completion punch list have been corrected and that the work has been completed in accordance with the Construction Documents. A memo shall be provided to Escambia County representative within one week of the visit.

g) Site observations at the required construction sequence intervals for Site Construction relative to Regulatory Permitting Requirements will be provided by HCDI. The As-Built Topographic Survey, at the Contractor's expense, will be filed by HCDI in conjunction with permit closeout documents as required by regulatory permitting agencies.

B. ADDITIONAL SERVICES –

The following are additional services per the Florida Department of Management Services Design Professional Fee Guidelines:

1) **MEASURED DRAWINGS OF EXISTING FACILITIES** –
Design team will conduct a field surveys of the building and generate measured drawings of the existing conditions to be used to generate the new design and construction documents. *This effort includes building evaluation and analysis by all disciplines of the existing building systems, structure and conditions.*

2) **FACILITY PROGRAMMING / CHARRETTE** –
HCDI will conduct a Project Programming/Charrette meeting where all needs, wants and requirements of the Users will be identified, documented, and prioritized by the User/EC Facilities Team. In addition, a concept design will be generated, reviewed and approved by all parties prior to commencement to Schematic Design Phase.

a) **Deliverables –**
   1. Two (2) hard copies of the Programming Document, meeting minutes and attendance roster.
   2. Two (2) hard copies of Rough Order of Magnitude Construction cost.
   3. One (1) electronic pdf of the above documents – sent via email

b) **Meetings –**
   1. Up to five (5) meetings with the Users and Escambia county are included.
   2. An electronic copy of the minutes and attendance roster will be provided.

3) **SOILS INVESTIGATIONS/REPORTS** –
This includes the following borings and necessary lab work and report:

a) Two (2), 20 feet deep Standard Penetration Test borings in the proposed drive through canopy footprint.

b) Two (2), 5 feet deep auger borings in the proposed pavement areas

c) Two (2) Standard Penetration Test borings to depths of 35 feet deep with falling head permeability analysis.

4) **ACM (ASBESTOS CONTAINING MATERIALS) SURVEY & MOLD/MILDEW TESTING** – This includes the following:

a) ACM survey, testing and report of suspect materials within the existing building.

b) Sampling and testing of suspect mold and/or mildew.

5) **TOPOGRAPHIC / BOUNDARY SURVEY** –

This is going to be provided by Escambia County's Survey Department. They will provide a topographic survey horizontally referenced to the Florida State Plane coordinate system, NAD 83 and vertically referenced to NAVD 88 datum delivered in an AutoCAD Civil3d format with included topographic surface. Survey to include 1' interval contours with spot elevations. Provide minimum of 2 benchmarks. Locating all storm structures with stormwater collection system inverts. Include all swales / ditches or curb cuts. Locate all improvements. The survey to be in accordance with the Florida Standards of Practice. Ken Horne & Associates, civil engineer, will coordinate additional requirements directly with the Survey Department.

6) **CIVIL ENGINEERING SITEWORK** –

This includes the following:

a) Coordination of the Topographic/Boundary Survey efforts

b) Coordination of the Soils Investigations borings

c) Design of Stormwater, Grading, Parking Facilities, Handicap Accessibility Elements, Utilities, Septic System and Erosion Control Measures.

7) **STANDARD SITE PERMITTING** –

HCDI will submit regulatory permit applications through the Escambia County DRC, NWFWMD ERP, ECUA, and the Health Department with performance specification requirements of an NPDES Permit by the General Contractor during construction. Based upon project reviews with regulatory agencies, HCDI will prepare a permit activity schedule starting at the SD Design Phase and provide updates during the design phases. The issuance of regulatory permits is not guaranteed by HCDI and the timing of issuance of permits are not controlled by HCDI. The production of a topographic as-built survey will be specified, at the General Contractor's expense, in the project specifications, for closeout documents for Regulatory Permitting Compliance. A preliminary permit fee has been provided; any amount over the fee will be billed as a reimbursable**.**

a) **Deliverables** –

1) One (1) complete set of all permit applications including record documents signed and sealed.

2) One (1) complete set of all permit correspondence, issued permits and/or permit placards.

8) **ELECTRONIC SAFETY & SECURITY (CCTV & ACCESS CONTROL)-**

This includes the design and coordination, with a third party, to provide the power, data and empty conduit requirements of the CCTV camera system and Access control system equipment (by others).

9) **INTERIOR DESIGN FIXTURE, FURNITURE, & EQUIPMENT (FFE)–**

NEW: HCDI will provide a consolidated procurement furniture package developed during the design phase of the project and implemented during the

construction phase of the project. The FFE scope for this project is limited to the selection, placement and illustration of furnishings (interior and in some cases exterior furnishings) required to "outfit" the facility (no accessory items and equipment are included). The FFE includes samples of furniture finishes and furniture placement plans. The final product is a procurement package containing all of the above items for use by the agency for procurement. The FFE is to be fully coordinated with the architectural layout and building engineered system designs to ensure a fully integrated FFE design and is developed to meet the User/project requirements. Construction Administration is not included in this fee, but additional services can be provided during the construction administration phase, if deemed necessary.

10) **INTERIOR DESIGN FIXTURE, FURNITURE, & EQUIPMENT (FFE)– EXISTING:** HCDI will evaluate, measure, and designate new location of existing furnishings to be relocated, by Owner.

11) **GRAPHIC AND SIGNAGE DESIGN** –
This includes the design of both the interior signage and the exterior building and/or provisions for new signage at monumental sign at W Street.

12) **ALTERNATE BIDS EXCEEDING CONTRACT SCOPE** –
This includes the design of improvements (Additive Alternates) to the Base Bid design. We would anticipate up to eight (8) Additive Alternates to maximize future planning for the organization.

13) **RECORD DOCUMENTS / AS-BUILTS** –
HCDI design team will provide copies of AutoCAD files to Escambia County.
Not included in the Scope of Services. Red lined As-Built Contract Documents will be provided by the General Contractor.

14) **PROJECT REPRESENTATION DURING CONSTRUCTION BEYOND BI-MONTHLY** – For a renovation of this magnitude, the standard bi-monthly representation in the basic services is not adequate. This additional fee covers the anticipated ten (10) additional site visits.

The above delineates HCDI's understanding of the Project Description, Scope of Basic Services and Additional Services; please see the attached Fee Proposal for the corresponding Fees for each of the above items. Any Additional Services beyond what are delineated above, shall be set forth in an amendment to this Agreement, which shall be executed by both parties and which shall be governed by the terms of this Agreement.

C. ALLOWANCES - FEES –
This includes a not to exceed allowance for the following:

1) Permit Fees for FDOT driveway permit, Escambia County DRC permit, and ERP.
2) Additional Permit Fees for FDOT driveway permit and Escambia County water and sewer permit, if required

Client will be responsible to designate, in writing, a person to act as Escambia County's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret/define policies and decisions.

ATTACHMENTS: 1 HCDI Fee Proposal, 5 pages

~ End of Document ~

Exhibit "C"

ATTACHMENT 1

HCDI FEE PROPOSAL
Date: 5/20/20
PD 19-20.043 - Escambia County Tax Collector 'W' Street Modifications
Revised: 5/21/20
PENSACOLA, FL
Revised: 5/28/20

A. BASIC SERVICES - See *Project Description and Scope of Services*

Lump Sum Fee - State of FL DMS Fee Curve A/E Services-8.49% for C; $2,300,000 Construction

Schematic Design	15%	$	**29,290.50**
Design Development	20%	$	**39,054.00**
Construction Documents	40%	$	**78,108.00**
Bidding Negotiations	5%	$	**9,763.50**
Construction Administration	20%	$	**39,054.00**

SUBTOTAL BASIC SERVICES **$195,270**

B. ADDITIONAL SERVICES

1) MEASURED DRAWINGS OF EXISTING FACILITIES

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	1	$	139.00	$	139.00
PA	28	$	94.00	$	2,632.00
ID	0	$	76.50	$	-
CADD	40	$	53.00	$	2,120.00
CLER	2.75	$	32.50	$	89.38
					$ 4,980.38

STRUCTURAL ENGINEERING (JDA Engineering)

SR. ENG.	1	$	150.00	$	150.00
ENGINEER	10	$	110.00	$	1,100.00
ENG TECH.	0	$	90.00	$	-
CADD	8	$	68.00	$	544.00
CLERICAL	0	$	47.00	$	-
					$ 1,794.00

MECH /ELEC /FP ENGINEERING (Dell Consulting)

SR. ENG.	0	$	175.00	$	-
ENGINEER	6	$	150.00	$	900.00
ENG TECH.	12	$	90.00	$	1,080.00
RCDD	0	$	100.00	$	-
CADD	12	$	68.00	$	816.00
CLERICAL	0	$	47.00	$	-
					$ 2,796.00

SUBTOTAL *$ 9,570.38*
$9,570.00

2) FACILITY PROGRAMMING / CHARRETTE

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	2	$	139.00	$	278.00
PA	40	$	94.00	$	3,760.00
ID	0	$	76.50	$	-
CADD	24	$	53.00	$	1,272.00
CLER	15.25	$	32.50	$	495.63
					$ 5,805.63

STRUCTURAL ENGINEERING (JDA Engineering)

SR. ENG.	0	$	150.00	$	-
ENGINEER	8	$	110.00	$	880.00
ENG TECH.	0	$	90.00	$	-
CADD	0	$	68.00	$	-
CLERICAL	0	$	47.00	$	-
					$ 880.00

MECH /ELEC /FP ENGINEERING (Dell Consulting)

SR. ENG.	0	$	175.00	$	-
ENGINEER	8	$	150.00	$	1,200.00
ENG TECH.	8	$	90.00	$	720.00
RCDD	0	$	100.00	$	-
CADD	0	$	68.00	$	-
CLERICAL	0	$	47.00	$	-
					$ 1,920.00

SUBTOTAL *$ 8,605.63*
$8,600.00

ATTACHMENT 1

HCDI FEE PROPOSAL
PD 19-20.043 - Escambia County Tax Collector 'W' Street Modifications
PENSACOLA, FL

Date: 5/20/20
Revised: 5/21/20
Revised: 5/28/20

3) SOILS INVESTIGATIONS / REPORTS

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	0	$ 139.00	$ -	
PA	1	$ 94.00	$ 94.00	
ID	0	$ 76.50	$ -	
CADD	0	$ 53.00	$ -	
CLER	0	$ 32.50	$ -	
				$ 94.00

STRUCTURAL ENGINEERING (JDA Engineering)

SR. ENG.	0	$ 150.00	$ -	
ENGINEER	1	$ 110.00	$ 110.00	
ENG TECH.	1	$ 90.00	$ 90.00	
CADD	0	$ 68.00	$ -	
CLERICAL	0	$ 47.00	$ -	
				$ 200.00

CIVIL ENGINEERING (KEN HORNE & ASSOC)

SR. ENG.	0	$ 143.36	$ -	
ENGINEER	4	$ 130.92	$ 523.68	
CADD	1	$ 90.29	$ 90.29	
CLERICAL	0	$ 47.00	$ -	
				$ 613.97

GEOTECHNICAL BORINGS AND REPORT (PSI)

	1	LUMP SUM	$ 4,200.00	
				$ 4,200.00

SUBTOTAL *$ 5,107.97*
$5,100.00

4) ACM SURVEY/REPORT & MOLD/MILDEW TESTING

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	0	$ 139.00	$ -	
PA	6	$ 94.00	$ 564.00	
ID	0	$ 76.50	$ -	
CADD	0	$ 53.00	$ -	
CLER	1.25	$ 32.50	$ 40.63	
				$ 604.63

ACM SURVEY/REPORT & MOLD MILDEW TESTING (PSI)

	1	LUMP SUM	$ 2,300.00	
				$ 2,300.00

SUBTOTAL *$ 2,904.63*
$2,900.00

5) TOPOGRAPHIC / BOUNDARY SURVEY - PROVIDED BY ESCAMBIA COUNTY

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	0	$ 139.00	$ -	
PA	1	$ 94.00	$ 94.00	
ID	0	$ 76.50	$ -	
CADD	0	$ 53.00	$ -	
CLER	0	$ 32.50	$ -	
				$ 94.00

CIVIL ENGINEERING (KEN HORNE & ASSOC)

SR. ENG.	0	$ 143.36	$ -	
ENGINEER	4	$ 130.92	$ 523.68	
CADD	2	$ 90.29	$ 180.58	
CLERICAL	0	$ 47.00	$ -	
				$ 704.26

PITTMAN GLAZE SURVEYORS

TOPOGRAPHIC SURVEY / BOUNDARY SURVEY OF ALL THREE PARCELS		LUMP SUM	$ -	
				$ -

SUBTOTAL *$ 798.26*
$890.00

ATTACHMENT 1

HCDI FEE PROPOSAL
Date: 5/20/20
PD 19-20.043 - Escambia County Tax Collector 'W' Street Modifications
Revised: 5/21/20
PENSACOLA, FL
Revised: 5/28/20

6) CIVIL ENGINEERING SITEWORK

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	0	$ 139.00	$ -	
PA	8	$ 94.00	$ 752.00	
ID	0	$ 76.50	$ -	
CADD	0	$ 53.00	$ -	
CLER	0.25	$ 32.50	$ 8.13	
				$ 760.13

CIVIL ENGINEERING (KEN HORNE & ASSOC)

SR. ENG.	16	$ 143.36	$ 2,293.76	
ENGINEER	48	$ 130.92	$ 6,284.16	
CADD	80	$ 90.29	$ 7,223.20	
CLERICAL	35	$ 47.00	$ 1,645.00	
				$ 17,446.12

SUBTOTAL *$ 18,206.25*
$18,200.00

7) NOT USED - Standard Permitting Moved to Allowance

8) ELECTRONIC SAFETY & SECURITY (CCTV & ACCESS CONTROL)
Supporting Infrastructure and Coordination with 3rd Party Installation

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	0	$ 139.00	$ -	
PA	2	$ 94.00	$ 188.00	
ID	0	$ 76.50	$ -	
CADD	0	$ 53.00	$ -	
CLER	0.25	$ 32.50	$ 8.13	
				$ 196.13

MECH /ELEC /FP ENGINEERING (Dell Consulting)

SR. ENG.	4	$ 175.00	$ 700.00	
ENGINEER	28	$ 150.00	$ 4,200.00	
ENG TECH.	0	$ 90.00	$ -	
RCDD	0	$ 100.00	$ -	
CADD	40	$ 68.00	$ 2,720.00	
CLERICAL	4	$ 47.00	$ 188.00	
				$ 7,808.00

SUBTOTAL *$ 8,004.13*
$8,000.00

9) INTERIOR DESIGN - FF&E - NEW

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	1	$ 139.00	$ 139.00	
PA	8	$ 94.00	$ 752.00	
ID	81	$ 76.50	$ 6,196.50	
CADD	16	$ 53.00	$ 848.00	
CLER	40	$ 32.50	$ 1,300.00	
				$ 9,235.50

SUBTOTAL **$ 9,235.50**
$9,230.00

10) INTERIOR DESIGN - FF&E - EXISTING

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	1	$ 139.00	$ 139.00	
PA	0	$ 94.00	$ -	
ID	40	$ 76.50	$ 3,060.00	
CADD	32	$ 53.00	$ 1,696.00	
CLER	28	$ 32.50	$ 910.00	
				$ 5,805.00

SUBTOTAL *$ 5,805.00*
$5,800.00

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Revised: 5/21/20
PENSACOLA, FL
Revised: 5/28/20

11) GRAPHIC AND SIGNAGE DESIGN

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	1	$ 139.00	$ 139.00	
PA	7	$ 94.00	$ 658.00	
ID	34	$ 76.50	$ 2,601.00	
CADD	40	$ 53.00	$ 2,120.00	
CLER	11.75	$ 32.50	$ 381.88	
				$ 5,899.88

SUBTOTAL *$ 5,899.88*
$5,900.00

12) ALTERNATE BIDS EXCEEDING CONTRACT SCOPE

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	0	$ 139.00	$ -	
PA	16	$ 94.00	$ 1,504.00	
ID	0	$ 76.50	$ -	
CADD	32	$ 53.00	$ 1,696.00	
CLER	4.25	$ 32.50	$ 138.13	
				$ 3,338.13

CIVIL ENGINEERING (KEN HORNE & ASSOC)

SR. ENG.	0	$ 143.36	$ -	
ENGINEER	3	$ 130.92	$ 392.76	
CADD	8	$ 90.29	$ 722.32	
CLERICAL	0	$ 47.00	$ -	
				$ 1,115.08

STRUCTURUAL ENGINEERING (JDA Engineering)

SR. ENG.	0	$ 150.00	$ -	
ENGINEER	0	$ 110.00	$ -	
ENG TECH.	6	$ 90.00	$ 540.00	
CADD	0	$ 68.00	$ -	
CLERICAL	1	$ 47.00	$ 47.00	
				$ 587.00

MECH /ELEC /FP ENGINEERING (Dell Consulting)

SR. ENG.	0	$ 175.00	$ -	
ENGINEER	6	$ 150.00	$ 900.00	
ENG TECH.	0	$ 90.00	$ -	
RCDD	0	$ 100.00	$ -	
CADD	12	$ 68.00	$ 816.00	
CLERICAL	1	$ 47.00	$ 47.00	
				$ 1,763.00

SUBTOTAL *$ 6,803.21*
$6,800.00

13) RECORD DOCUMENTS / AS-BUILTS **N/A**

14) PROJECT REPRESENTATION DURING CONSTRUCTION BEYOND BI-MONTHLY

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)

PM	0	$ 139.00	$ -	
PA	16	$ 94.00	$ 1,504.00	
ID	0	$ 76.50	$ -	
CADD	0	$ 53.00	$ -	
CLER	3.25	$ 32.50	$ 105.63	
				$ 1,609.63

CIVIL ENGINEERING (KEN HORNE & ASSOC)

SR. ENG.	0	$ 143.36	$ -	
ENGINEER	10	$ 130.92	$ 1,309.20	
CADD	0	$ 90.29	$ -	
CLERICAL	2	$ 47.00	$ 94.00	
				$ 1,403.20

STRUCTURUAL ENGINEERING (JDA Engineering)

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SR. ENG.	0	$ 150.00	$ -		
ENGINEER	0	$ 110.00	$ -		
ENG TECH.	10	$ 90.00	$ 900.00		
CADD	0	$ 68.00	$ -		
CLERICAL	2	$ 47.00	$ 94.00		
				$	994.00
MECH /ELEC /FP ENGINEERING (Dell Consulting)					
SR. ENG.	0	$ 175.00	$ -		
ENGINEER	0	$ 150.00	$ -		
ENG TECH.	10	$ 90.00	$ 900.00		
RCDD	0	$ 100.00	$ -		
CADD	0	$ 68.00	$ -		
CLERICAL	2	$ 47.00	$ 94.00		
				$	994.00
			SUBTOTAL	$	*5,000.83*
					$5,000.00
			SUBTOTAL ADDITIONAL SERVICES	$	**85,941.63**
			SUBTOTAL BASIC and ADDITIONAL SERVICES		**$281,260.00**

C. ALLOWANCES - ADDITIONAL SITE PERMIT FEES

1) -STANDARD SITE PERMITTING - NOT TO EXCEED

PROJECT MANAGEMENT, ARCHITECTURE & INTERIOR DESIGN (HCDI)					
PM	0	$ 139.00	$ -		
PA	0	$ 94.00	$ -		
ID	0	$ 76.50	$ -		
CADD	0	$ 53.00	$ -		
CLER	0	$ 32.50	$ -		
				$	-
CIVIL ENGINEERING (KEN HORNE & ASSOC)					
SR. ENG.	0	$ 143.36	$ -		
ENGINEER	0.5	$ 130.92	$ 65.46		
CADD	0	$ 90.29	$ -		
CLERICAL	0	$ 47.00	$ -		
				$	65.46
FDOT DRAINAGE PERMIT		LUMP SUM	$ 1,795.00		
ESCO DRC		LUMP SUM	$ 1,171.00		
ERP		LUMP SUM	$ 2,376.00		
				$	5,342.00
			SUBTOTAL	$	*5,407.46*
					$5,400.00

2) ADDITIONAL SITE PERMIT FEES ALLOWANCE - Escambia Co. Water / Sewer & FDOT Driveway Permit

			SUBTOTAL	$	**4,000.00**
			SUBTOTAL ALLOWANCES - FEES		**$9,400.00**
			TOTAL BASIC, ADDITIONAL SERVICES & ALLOWANCES	$	**290,660.00**

NOTE: THE FOLLOWING ITEMS ARE NOT INCLUDED IN THIS PROPOSAL:

ENVIRONMENTAL
TRAFFIC STUDIES
ADDITIONAL CONSTRUCTION ADMINISTRATION DURING LIQUIDATED DAMAGES PHASE

PROPOSED PROJECT SCHEDULE

EXISTING FACILITY ANALYSIS / PROGRAMMING & CHARRETTE	14-21	days
35% DESIGN SUBMITTAL	30	days
50% DESIGN SUBMITTAL	30	days
95% DESIGN SUBMITTAL	30	days
100% DESIGN SUBMITTAL	30	days
BIDDING	30	days
CONSTRUCTION ADMINISTRATION	240	days
TOTAL	**404 - 425**	days

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Tax Collector W Street Modifications
Solicitation Identification Number PD 19-20.043

Letters of Interest Will Be Received Until:
11:59 p.m. CDT, April 7, 2020

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice-Chairman
Jeff Bergosh
Lumon May
Douglas B. Underhill

From:
Paul R. 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
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
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.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
Tax Collector W Street Modifications
Solicitation Identification Number PD 19-20.043

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 must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: http://www.myescambia.com/our-services/purchasing/professional-services-submittals
GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)

- Part II **(update if already submitted)**
- Part I

The remaining forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on http://submittals.myescambia.com/, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Drug-Free Workplace
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Information Sheet for Transactions and Conveyances Corporate Identification
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

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I. INFORMATION PACKAGE

Tax Collector W Street Modifications
Solicitation Identification Number PD 19-20.043
Scope of Work

Tax Collectors W Street Renovations - AE Selection

SCOPE OF SERVICES

Escambia County is seeking an architect to provide architectural as well as structural, mechanical, electrical, plumbing and civil engineering services for the renovation and construction of the facility located at 6400 W Street. The work will include space programming, schematic design, design development, construction document preparation, bidding administration, and construction administration. The scope will include evaluating interior and exterior envelope (Walls and roof) and recommend repairs. It will also include the evaluation of the mechanical systems and recommend equipment replacements. Evaluate interior finishes and recommend improvements (floor, walls and ceilings). The architect will prepare estimates and give the County an opinion of cost.

The facility is approximately 12,360 square feet. Our primary goal is to have a space that can be used for the functions of the Tax Collectors office. A drive thru area is required for the facility. Security and electronics are an important factor to consider as we make design decisions.

Additionally, the following services may be required for the project:

- Geotech Report on Adjoining Property
- Hazardous Material Survey on Existing Property
- Civil Engineering of the Site and Traffic Flow Design
- Security and Electronics
- FF&E

Minimum Qualifications
Personnel must have successful experience in the design and construction administration of similar facilities as demonstrated in their RLI submittal. Refer to the selection criteria. In addition, local presence of the architect and the consultants is an important consideration.

Firm(s) shall be properly licensed to practice in the State of Florida. The firm(s) shall have County-required insurance.

Initial Conceptual Estimates
A/E Services Fee-$275,000
Construction Cost - $2,300,000

Anticipated Disciplines (Function Codes SF 330)

GSA Code	Description
06	Architect
08	CADD Technician
12	Civil Engineer
15	Construction Inspector
18	Cost Engineer/Estimator
21	Electrical Engineer
22	Electronics Engineer
25	Fire Protection Engineer
27	Foundation/Geotechnical Engineer
42	Mechanical Engineer
29	Geographic Information System Specialist
54	Security Specialist
56	Specifications Writer
57	Structural Engineer

Anticipated Experience Categories (Profile Codes SF 330)

GSA Code	Description
C08	Codes; Standards; Ordinances
C15	Construction Management
E03	Electrical Studies and Design
E04	Electronics
F03	Fire Protection
H04	Heating; Ventilating; Air Conditioning
I05	Interior Design; Space Planning
L05	Lighting (Interior; Display; Theater, Etc.)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc)
O01	Office Buildings; Industrial Parks
P07	Plumbing and Pipe Design
R12	Roofing
S02	Security Systems; Intruder and Smoke Detection
T01	Telephone Systems (Rural; Mobile; Intercom, Etc)

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. 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.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

III. FIRMS' EVALUATIONS AND SELECTION

	Points
The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as: Relevant experience of the Design Firm for the last five years regarding similar projects	**35**
Relevant experience of the architect's Project Architect for the last five years	**20**
Relevant experience of the MEP engineers for the last five years	**20**
Capacity to do the work within the time required	**10**
Architect/engineer understanding of the project; and any unique aspects associated with the proposed project and how to address any issues	**10**
Local presence of the architect's and its consultant's offices, where the work is to be performed	**5**
Total Points	**100**

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**March 23, 2020**
Final Date for Questions	**5:00 p.m., CDT, March 31, 2020**
Letters of Interest due date	**11:59 p.m. CDT, April 7, 2020**
Short-Listing Meeting	**9:00 a.m., CDT, April 15, 2020**
Discussions, Ranking Meeting	**8:30 a.m., CDT, April 22, 2020**
Written Scope due to Committee for Review	**April 29, 2020**
Fee Proposal due to Committee for Review	**May 13, 2020**
1st Negotiation with First Ranked Firm	**2:00 p.m., CDT, May 8, 2020**
2nd Negotiation with First Ranked Firm	**If Required, 2:30 p.m., CDT, May 12, 2020**
Board of County Commissioners approval	**June 4, 2020**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **May 7, 2020.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

   11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
   11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. **Standard Form (SF) 330 – Part I (GFS format)**
   Generated by GovernmentForms.software®, maximum 75 pages, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
     Page Limit: Typically just 1 page in length
   - Standard Form (SF) 330 - Part I, Section D
     - For each individual shown on the organizational chart list the following:
       - Name
       - Position relative to the project
       - Firm
       - Position in the firm
   - Standard Form (SF) 330 - Part I, Section E
     Page Limit: 20 pages/resumes
   - Standard Form (SF) 330 - Part I, Section F
     Page Limit: 10 pages/projects
   - Standard Form (SF) 330 - Part I, Section G
     Page Limit: 1 page
   - Standard Form (SF) 330 - Part I, Section H

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 50 pages).

   Requirements for this section (to be included in Letter of Interest):

- Specific answers to the Evaluation Criteria for Short-listing
- Proposers shall list all currently active contracts or task orders with Escambia County, Florida and the following relative information
  - Contract or Task Order name
  - Current status
  - Costs
    - Original cost, to include any change orders
    - Remaining balance
- Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
- Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
- Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years
- Proposers shall include any additional information to represent your firm for consideration.

Documents

The following forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
  Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
- Certification Regarding E-Verify System
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- Truth in Negotiation Certification
- 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
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying	Official Typed Name and Title
Applicant/Organization	Date Signed

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
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 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_____ 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)

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

Verified by:_____ Date:_____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and _____, a for-profit corporation authorized to transact business in the State of Florida, whose address is _____, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for _____.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of _____ ($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction

contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $_____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of _____ ($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is

consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to:

_____
_____
_____
Pensacola, Florida _____

Notices to the County shall be sent to:

_____
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of

all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such

professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances,

shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, 213 Palafox Place, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall

be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding

the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and _____, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
_____, a _____
Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
(Name), (Title)

By: _____
Secretary

Date: _____

Exhibit A

Scope of Work

Exhibit B

Schedule

Exhibit C

Fee Schedule

REGISTER OF PROPOSALS

Solicitation #PD 19-20.043 – Tax Collector "W" Street Modifications

RFP Due Date & Time: April 15, 2020 @ 11:59 p.m., CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Goodwyn, Mills & Cawood, Inc.	850-432-0706	stevejernigan@gmcnetwork.com	Steve Jernigan
Hernandez, Calhoun Design International	850-434-5142	sarah.hernandez@hernandezcalhoun.com	Sarah M. Hernandez-Trujillo, AIA
Sam Marshall Architects	850-433-7842	mike@sammarshallarch.com	Mike J. Marshall
TOWNES + architects, P.A.	850-433-0203	ben@townesplus.com	Benjamin Townes, President

SUBMITTALS RECEIVED BY:	Paul Nobles, Purchasing Manager	DATE:	April 15, 2020
WITNESSED BY:	Lori Kistler, Purchasing Associate	DATE:	April 15, 2020

Posted 4/15/2020 @ 2:30p.m., CDT

PRN/lk

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Escambia County, FL

Print

ID/Sol No.	PD 19-20.043
Name	Tax Collector W Street Modifications
Type	**Shortlist**
Evaluations Due	Thursday April 23, 2020

	TOWNES + architects, P.A.	Sam Marshall Architects	Hernandez Calhoun Design International PA	Goodwyn, Mills and Cawood, Inc. (GMC)
⊞ Cassie Boatwright	70	70	87	81
⊞ George Bush	92	94	95	93
⊞ John H Townsend	93	89	97	87
⊞ Rich Stone	85	93	65	70
⊞ Lisa Scruggs	86	89	66	70
⊞ Paul Nobles	•	•	•	•
Grand Total	**426**	**435**	**410**	**401**
Average Score	**85.2**	**87.0**	**82.0**	**80.2**
Rank	**2**	**1**	**3**	**4**

(83% Complete) **Post Scores**

Final Results

1 Sam Marshall Architects
2 TOWNES + architects, P.A.
3 Hernandez Calhoun Design International PA
4 Goodwyn, Mills and Cawood, Inc. (GMC)

Final Results

Print

PD 19-20.043 Tax Collector W Street Modifications	TOWNES + architects, P.A.	Sam Marshall Architects	Hernandez Calhoun Design International PA	Goodwyn, Mills and Cawood, Inc. (GMC)
Individual Committee Member Scores				
Cassie Boatwright	70	70	87	81
George Bush	92	94	95	93
John H Townsend	93	89	97	87
Rich Stone	85	93	65	70
Lisa Scruggs	86	89	66	70
Paul Nobles				
Total	**426**	**435**	**410**	**401**
Individual Committee Member Ranking Based on Score				
Cassie Boatwright	3	4	1	2
George Bush	4	2	1	3
John H Townsend	2	3	1	4
Rich Stone	2	1	4	3
Lisa Scruggs	2	1	4	3
Paul Nobles				
Total	**13**	**11**	**11**	**15**
Ranking	**3**	**1**	**1**	**4**

Final Ranking

1 Hernandez Calhoun Design International PA
2 Sam Marshall Architects
3 TOWNES + architects, P.A.
4 Goodwyn, Mills and Cawood, Inc. (GMC)

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Escambia County, FL

ID/Sol No.	PD 19-20.043
Name	Tax Collector W Street Modifications
Type	**Final Ranking**
Evaluations Due	Not Defined

Print

	TOWNES + architects, P.A.	Sam Marshall Architects	Hernandez Calhoun Design International PA	Goodwyn, Mills and Cawood, Inc. (GMC)
⊞ Cassie Boatwright	146	141	183	152
⊞ George Bush	180	184	185	181
⊞ John H Townsend	180	178	197	172
⊞ Rich Stone	140	155	177	151
⊞ Lisa Scruggs	173	175	189	188
Grand Total	**819**	**833**	**931**	**844**
Average Score	**163.8**	**166.6**	**186.2**	**168.8**
Rank	**4**	**3**	**1**	**2**

(100% Complete) **Post Scores**

Final Results

1 Hernandez Calhoun Design International PA
2 Goodwyn, Mills and Cawood, Inc. (GMC)
3 Sam Marshall Architects
4 TOWNES + architects, P.A.

Final Results

Print

PD 19-20.043 Tax Collector W Street Modifications	TOWNES + architects, P.A.	Sam Marshall Architects	Hernandez Calhoun Design International PA	Goodwyn, Mills and Cawood, Inc. (GMC)
Individual Committee Member Scores				
Cassie Boatwright	146	141	183	152
George Bush	180	184	185	181
John H Townsend	180	178	197	172
Rich Stone	140	155	177	151
Lisa Scruggs	173	175	189	188
Total	**819**	**833**	**931**	**844**
Individual Committee Member Ranking Based on Score				
Cassie Boatwright	3	4	1	2
George Bush	4	2	1	3
John H Townsend	2	3	1	4
Rich Stone	4	2	1	3
Lisa Scruggs	4	3	1	2
Total	**17**	**14**	**5**	**14**
Ranking	**4**	**2**	**1**	**2**

Final Ranking

1 Hernandez Calhoun Design International PA
2 Goodwyn, Mills and Cawood, Inc. (GMC)
3 Sam Marshall Architects
4 TOWNES + architects, P.A.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18018 **County Administrator's Report 9. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Award a Purchase Order for One (1) New 2021 Western Star 4900FA Tractor
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for One (1) New 2021 Western Star 4900FA Tractor, or Approved Equivalent, for Waste Services Department - Patrick Johnson, Waste Services Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for One (1) New 2021 Western Star 4900FA Tractor, Detroit DD15 14.8L Allison 4500 RDS Transmission with PTO, or Approved Equivalent, to Empire Truck Sales, in the amount of $141,309; and

B. Authorize the use of the Sourcewell (NJPA) Cooperative Purchasing Agreement Contract Number 081716-NAF, as bid by Empire Truck Sales.

Vendor	Funding	Amount	Contract Number
Empire Truck Sales	Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station Object Code 56401, Machinery & Equipment	$141,309	081716-NAF

BACKGROUND:

This procurement was conducted utilizing the Sourcewell (formerly NJPA) Cooperative Purchasing Agreement, Contract Number 081716-NAF. This purchasing Contract will allow the procurement of said vehicle at a competitive price. This tractor will be used at the Palafox Transfer Station to transfer waste to the Perdido landfill.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Contract Number
Empire Truck Sales	Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station Object Code 56401, Machinery & Equipment	$141,309	081716-NAF

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will issue the Purchase Order.

Attachments

Sourcewell_Spec Proposal

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/21/2020

Quote ID HD – 1229BR

Mr. Jim Howe

Escambia County Florida
PO Box 1591
Pensacola, FL 32591-1591

Dear Jim Howe,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **One (1) New/Unused (2021 Western Star 4900FA, Detroit DD15 14.8L Engine, Allison 4500 RDS Transmission with PTO,)** Provided by Mr. Kevin Wood with Empire Truck Sales each for:

	One Unit (1)
Sub Total	$ 141,309.00
Tax (0.00%)	$ 00.00
Total	**$ 141,309.00**

This vehicle(s) is available under the **Sourcewell (Formerly known as NJPA) Contract Number 081716-NAF**. Please reference this Contract Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez
HD Contract Manager
HD@NationalAutoFleetGroup.com
Office (855) 289-6572
Fax (831) 480-8497

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Prepared by:
Buster Slay
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2495 WEST I-65 SERVICE ROAD NORTH
MOBILE, AL 36612
Phone: 850-478-0031
E-Mail: bslay@empiretruck.com

SPECIFICATION PROPOSAL

	Description
Price Level	
	WESTERN STAR PRL-23W (EFF:01/21/20)
Data Version	
	SPECPRO21 DATA RELEASE VER 016
Vehicle Configuration	
	WESTERN STAR 4900FA CHASSIS
	2021 MODEL YEAR SPECIFIED
	SET FORWARD AXLE - TRACTOR
	LH PRIMARY STEERING LOCATION
General Service	
	TRACTOR/TRAILER CONFIGURATION
	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
	REFUSE SERVICE
	GOVERNMENT BUSINESS SEGMENT
	MOIST BULK COMMODITY
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
	MAXIMUM 8% EXPECTED GRADE
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
	WESTERN STAR SEVERE SERVICE WARRANTY
	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs
	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs
	EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs

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	Description
	EXPECTED GROSS COMBINATION WEIGHT : 125000.0 lbs
Truck Service	
	TRACTOR ONLY WITH NO BODY UPFIT
Tractor Service	
	TRANSFER DUMP TRAILER
	SINGLE (1) TRAILER
Engine	
	DETROIT DD15 14.8L 505 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB/FT @ 975 RPM
Electronic Parameters	
	85 MPH ROAD SPEED LIMIT
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
	5 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE
	PTO MODE ENGINE RPM LIMIT - 900 RPM
	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED
	PTO RPM WITH CRUISE SET SWITCH - 900 RPM
	PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM
	ONE REMOTE PTO SPEED
	PTO SPEED 1 SETTING - 900 RPM
	SOFT CRUISE CONTROL ENABLED
	PTO MINIMUM RPM - 700
Engine Equipment	
	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)
	STANDARD OIL PAN
	ENGINE MOUNTED OIL CHECK AND FILL
	ONE PIECE VALVE COVER
	DUAL POLISHED STAINLESS STEEL 13 INCH DONALDSON COWL MOUNTED 1-STAGE AIR CLEANERS WITH POLISHED STAINLESS STEEL BANDS

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Description
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES
STACK BATTERY BOX
SINGLE BATTERY BOX FRAME MOUNTED RH SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
POLISHING OF BATTERY BOX COVER
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART MOUNTED NEAR/ON BATTERY TRAY/BOX
BW LK-862 650CC 34.8 CFM DUAL CYLINDER AIR COMPRESSOR
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
JACOBS COMPRESSION BRAKE
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
STANDARD CURVE BRIGHT UPPER STACK(S) AND ELBOW(S)
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
23 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER
LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID TANK CAP

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	Description
	ROUND PERFORATED SINGLE STAINLESS STEEL MUFFLER/TAILPIPE SHIELD
	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE
	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR
	FULL FLOW OIL FILTER
	1750 SQUARE INCH COPPER/BRASS RADIATOR
	MOUNTING FOR FIREWALL MOUNTED SURGE TANK
	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE
	MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH
	CAST IRON FRONT AND REAR ENGINE SUPPORTS
Transmission	
	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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	Description
	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO
	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
	TRANSMISSION PROGNOSTICS - ENABLED 2013
	WATER TO OIL TRANSMISSION COOLER
	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)
Front Axle and Equipment	
	MFS-12-143A 12,000# FF1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
	2011/2013-FMVSS 121 RSD FRONT BRAKE LINING
	CONMET CAST IRON FRONT BRAKE DRUMS
	FRONT BRAKE DUST SHIELDS
	FRONT OIL SEALS
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
	STANDARD SPINDLE NUTS FOR ALL AXLES
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
	TRW THP-60 POWER STEERING
	POWER STEERING PUMP
	4 QUART POWER STEERING RESERVOIR

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	Description
	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE
Front Suspension	
	13,300# TAPERLEAF FRONT SUSPENSION
	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION
	ALUMINUM SPACER BLOCKS FOR FRONT SUSPENSIONS
	CAST IRON SHACKLED FRONT AND REAR SPRING BRACKETS FOR FRONT SUSPENSION
	FRONT SHOCK ABSORBERS
Rear Axle and Equipment	
	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
	4.89 REAR AXLE RATIO
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
	SPL250 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES
	SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES
	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES
	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE
	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH
	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH
	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
	2011/2013-FMVSS 121 RSD REAR BRAKE LININGS
	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS
	CONMET CAST IRON REAR BRAKE DRUMS
	REAR OIL SEALS
	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS
	HALDEX AUTOMATIC REAR SLACK ADJUSTERS

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	Description
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
	STANDARD REAR AXLE BREATHER(S)
Rear Suspension	
	AIRLINER 46,000# REAR SUSPENSION
	AIRLINER HIGH POSITION RIDE HEIGHT
	WELDED AXLE SEATS SUPPLIED ON REAR AXLE
	51 INCH AXLE SPACING
	MANUAL DUMP VALVE FOR AIR SUSPENSION WITH INDICATOR LIGHT AND GAUGE
	SINGLE AIR REAR SUSPENSION LEVELING VALVE
	TRANSVERSE CONTROL RODS
	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)
Brake System	
	WABCO 4S/4M ABS WITH TRACTION CONTROL, WITH ATC OFF-ROAD SWITCH
	REINFORCED NYLON AIR LINES
	FIBER BRAID PARKING BRAKE HOSE
	STANDARD BRAKE SYSTEM VALVES
	COMBINATION ABS/SERVICE BRAKE VALVE WITH ATC, 5.5 PSI CRACK PRESSURE
	WABCO TWIN AIR DRYER WITH HEATER
	WABCO OIL COALESCING FILTER FOR AIR DRYER
	AIR DRYER MOUNTED INBOARD ON RH RAIL
	STEEL AIR BRAKE RESERVOIRS
	BW DV-2 AUTO DRAIN VALVE WITH HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS
Trailer Connections	
	15 FOOT COILED TRAILER AIR HOSE WITH 48 INCH TRACTOR, 12 INCH TRAILER LEADS
	50 INCH BRUSHED ALUMINUM FLEXASTICK MOUNTED ON DECK PLATE
	(4) ADDITIONAL AIR SWITCHES MOUNTED IN DASH WITH PLUMBING TO CAB MANIFOLD
	DUMMY GLAD HANDS BACK OF CAB - PAIR

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	Description
	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION
	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE FRAME MOUNTED AFT CAB
	14 FOOT DETACHABLE STRAIGHT PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR
Wheelbase & Frame	
	5700MM (224 INCH) WHEELBASE
	3/8X3-1/2X10-3/4 INCH DOUBLE CHANNEL 120KSI STEEL FRAME (3/8 INCH OUTER AND 1/4 INCH INNER)
	1475MM (58 INCH) REAR FRAME OVERHANG
	FRAME OVERHANG RANGE: 51 INCH TO 60 INCH
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 134.41 in
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 128.69 in
	CALC'D FRAME LENGTH - OVERALL : 303.19
	FRAME HEIGHT TOP FRONT UNLADEN : 0.0 in
	FRAME HEIGHT TOP FRONT LADEN : 29.85 in
	FRAME HEIGHT TOP REAR UNLADEN : 41.29 in
	FRAME HEIGHT TOP REAR LADEN : 39.77 in
	CALCULATED FRAME SPACE LH SIDE : 58.55 in
	CALCULATED FRAME SPACE RH SIDE : 19.05 in
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 94.26 in
	UNDERSLUNG CROSSMEMBER
	FLANGED TAPERED END OF FRAME
	REAR TOW HOOKS
	FRONT CLOSING CROSSMEMBER
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION BACK OF TRANSMISSION CROSSMEMBER
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION MIDSHIP #1 CROSSMEMBER
	HEAVY DUTY REAR CROSSMEMBER
	STANDARD WEIGHT REAR SUSPENSION FORWARD CROSSMEMBER
	HEAVY DUTY SUSPENSION CROSSMEMBER

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	Description
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION REAR MOUNTED SUSPENSION CROSSMEMBER
Chassis Equipment	
	LH AND RH BACK OF CAB ACCESS, GRAB HANDLES WITH SINGLE RUBBER INSERT
	36 INCH (914MM) OPEN-GRATE TOP OF RAIL DECK PLATE
	LH AND RH FRAME MOUNTED STEPS
	14 INCH CHROMED STEEL LOGGER BUMPER
	REMOVABLE CENTERED FRONT TOW PIN FOR LOGGER BUMPER
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
	BETTS B-60S STAINLESS STEEL MUDFLAP BRACKETS
	WHITE MUDFLAPS
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
	EXTERIOR HARNESSES WRAPPED IN CONDUIT
	LIFETIME STAINLESS STEEL QUARTER FENDERS WITH ETCHED WESTERN STAR LOGO PLUS LOGO FLAP
	NO PDI INSTALLED CHASSIS STEPS
Fifth Wheel	
	FONTAINE NO-SLACK H7 SERIES AWB 24.0 INCH HEAVY DUTY AIR SLIDE FIFTH WHEEL - 4 INCH SLIDE INCREMENTS
	FIFTH WHEEL 610MM (24.0 INCHES) AHEAD OF SUSPENSION CENTERLINE
	248MM (9.75 INCH) FIFTH WHEEL HEIGHT
	OUTBOARD ANGLE - FIFTH WHEEL MOUNTING
	DASH MOUNTED CONTROL AND PLUMBING FOR FIFTH WHEEL
	SIDE LEFT FIFTH WHEEL RELEASE
Fuel Tanks	
	80 GALLON/302 LITER ALUMINUM FUEL TANK - RH
	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH
	25 INCH DIAMETER FUEL TANK(S)

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	Description
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
	LH FUEL TANK MOUNTED FORWARD, RH FUEL TANK MOUNTED AFT
	LH FULL LENGTH FUEL TANK STEPS
	POLISHED STEP FINISH
	FUEL TANK CAP(S)
	DAVCO 487 FUEL/WATER SEPARATOR WITH ESOC
	EQUIFLO INBOARD FUEL SYSTEM
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
	IN TANK FUEL LEVEL SENDER(S)
Tires	
	MICHELIN X LINE ENERGY Z 11R22.5 16 PLY RADIAL FRONT TIRES
	MICHELIN XZE2 11R22.5 14 PLY RADIAL REAR TIRES
Hubs	
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	
	ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
	NO FRONT AXLE WHEEL/HUB COVER
	FRONT WHEEL MOUNTING NUTS
	REAR WHEEL MOUNTING NUTS
Cab Exterior	
	123 INCH BBC STEEL CONVENTIONAL CAB
	AIRSHIELD DEFLECTOR AND BRACKETS (H=27"-38") FACTORY PAINTED AND INSTALLED
	WESTERN STAR PAINTED ALUMINUM CAB SKIRT
	AIR CAB MOUNTS WITH CHECK VALVE
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE

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Description
LARGE PROFILE FRONT FENDER
2-3/4 INCH FENDER EXTENSIONS
LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST
STAINLESS STEEL RADIATOR SHELL/HOOD BEZEL WITH STYLIZED TILT HOOD HANDLE
HOOD MOUNTED ALUMINUM GRILLE
GALVANEALED STEEL SEVERE SERVICE CAB
ONE PIECE FIBERGLASS HOOD
STANDARD DUTY HOOD MOUNTING
DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS
SINGLE ELECTRIC HORN
DUAL HORN SHIELDS
DOORS AND IGNITION KEYED THE SAME (3 KEYS)
SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS
DUAL RECTANGULAR HALOGEN HEADLIGHTS
LED MARKER LAMPS
DAYTIME RUNNING LIGHTS
FLUSH MOUNTED STOP/TAIL/BACKUP LIGHTS MOUNTED BELOW REAR MOST CROSSMEMBER
STANDARD FRONT TURN SIGNAL LAMPS
(1) SWITCH WITH INDICATOR AND WIRING FOR CUSTOMER FURNISHED UTILITY LAMP MOUNTED BACK OF CAB/SLEEPER WITH 10 FOOT COILED CABLE
DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LH AND RH REMOTE
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS
RH DOWN VIEW MIRROR
STANDARD SIDE/REAR REFLECTORS
REAR REFLECTIVE DEVICE
DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES
STAINLESS STEEL EXTERIOR SUN VISOR
17.5X35 INCH TINTED REAR WINDOW

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	Description
	TINTED DOOR GLASS
	RH AND LH ELECTRIC POWERED WINDOWS
	2-PIECE BONDED SOLAR GREEN GLASS WINDSHIELD
	1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL
Cab Interior	
	GRAY VINYL BASE INTERIOR
	BLACK HARD TRIM
	BASE LEFT HAND DOOR TRIM
	BASE RIGHT HAND DOOR TRIM
	BLACK MATS WITH SINGLE INSULATION
	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE
	FORWARD ROOF MOUNTED CONSOLE
	PASSENGER SIDE WING DASH MOUNTED GLOVE BOX WITH LOCKING DOOR
	14"X7.75" DOCUMENT POUCH MOUNTED ON BACK WALL BETWEEN SEATS
	LH AND RH DOOR MAP POCKETS
	(2) COAT HOOKS ON BACKWALL OF CAB
	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH
	BLACK SOFT TOUCH WING DASH WITH DRIVER SIDE COSMETIC UNDER DASH COVER
	STANDARD WIRING
	5 LB. FIRE EXTINGUISHER MOUNTED INBOARD OF PASSENGER SEAT
	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER
	STANDARD HVAC DUCTING
	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY
	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
	RADIATOR MOUNTED AIR CONDITIONER CONDENSER
	CAB INSULATION
	AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES

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	Description
	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS
	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS
	BRIGHT DOOR HANDLES
	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB
	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT
	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT
	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS
	BLACK MORDURA CLOTH DRIVER SEAT COVER
	BLACK MORDURA CLOTH PASSENGER SEAT COVER
	3 POINT HIGH VISIBILITY ORANGE RETRACTOR DRIVER AND PASSENGER SEAT BELTS
	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
	2-SPOKE 20 INCH (500MM) BLACK STEERING WHEEL
	DRIVER AND PASSENGER INTERIOR SUN VISORS
Instruments & Controls	
	NON-ADJUSTABLE SUSPENDED PEDALS
	BLACK DRIVER INSTRUMENT PANEL
	BLACK CENTER INSTRUMENT PANEL
	STAR GAUGES WITH BLACK BEZELS
	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
	DASH MOUNTED AIR RESTRICTION GAUGE
	97 DB BACKUP ALARM
	CRUISE CONTROL SWITCHES IN THE CENTER PANEL
	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
	WARNING LAMP/LIGHT BAR DISPLAY, NON-DATA LINKED

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	Description
	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
	2 INCH ELECTRIC FUEL GAUGE
	EMISSIONS LIMITED IDLE ADJUST
	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
	ENGINE OIL TEMPERATURE GAUGE
	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE INTERLOCK
	ELECTRONIC STABILITY CONTROL
	ELECTRIC ENGINE OIL PRESSURE GAUGE
	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939
	ROOF/OVERHEAD CONSOLE MOUNTED RADIO
	(4) RADIO SPEAKERS IN CAB
	COBRA 29 WX ST FACTORY INSTALLED CB RADIO WITH WEATHERBAND
	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM
	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER
	ELECTRONIC 3000 RPM TACHOMETER
	VT-HU CONNECTIVITY PLATFORM HARDWARE
	2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM
	IGNITION SWITCH CONTROLLED ENGINE STOP
	ONE EXTRA SWITCH IN DASH
	BW TRACTOR PROTECTION VALVE
	TRAILER HAND CONTROL BRAKE VALVE
	2 INCH VOLTMETER
	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
	CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH
	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
	VSM NON CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITHOUT BRAKE OVERRIDE

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	Description
	PACIFIC INSIGHT ELECTRONIC FLASHER
Design	
	PAINT: ONE SOLID COLOR
Color	
	CAB COLOR A: HSB905935 WHITE PPG BASE/CLEAR
	CAB INTERIOR PAINTED SAME AS CAB COLOR
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
Certification / Compliance	
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
Secondary Factory Options	
	NO CUSTOMER FURNISHED MATERIAL SPECIFIED
	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE
Raw Performance Data	
	CALC'D FRAME LENGTH - OVERALL : 303.19
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 128.69 in
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 94.26 in

ALSO INCLUDES WET LINE KIT INSTALLED ON TRACTOR.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17976 **County Administrator's Report 9. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Contract Award for Design Services for Hollice T. Williams Stormwater Park
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Hollice T. Williams Stormwater Park - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and HDR Engineering, Inc., per the terms and conditions of PD 19-20.013, Hollice T. Williams Stormwater Park, in the amount of $1,423,457.37.

Vendor/Contractor	Funding	Amount	Contract Number
HDR Engineering, Inc.	Fund Name Gulf Coast Restoration- Fund # 118 Cost Center: 222021 Object Code: 53101 Project #: RDC80054	$1,423,457.37	PD 19-20.013

BACKGROUND:

The Hollice T. Williams Stormwater Park is a RESTORE Direct Component (Pot 1) funded project located under the I-110 overpass from Maxwell Street to Wright Street, in the City of Pensacola. Escambia County entered into a Memorandum of Understanding with the City of Pensacola on December 14, 2018, to manage, administer, and complete design of the Hollice T. Williams Stormwater Park project consistent with the terms of the U.S. Department of Treasury Grant Agreement with the County. Design includes stormwater attenuation, water quality improvements, dual-use recreational fields, multi-use paths, skatepark, landscaping, lighting, early learning activities, and programed art space. The park

will not only serve to improve water quality and attenuate stormwater, but also serve to reconnect the fabric of the neighborhood fragmented by the construction of I-110 in the 1970s by creating a place all members of the community can come together to enjoy.

The Request for Letters of Interest for PD 19-20.013, Design Services for Hollice T. Williams Stormwater Park, were submitted via Government Forms Software to 148 registrants representing 84 firms on January 24, 2020. Six firms responded and the Selection/Negotiation Committee ranked the short-listed firms in the following order:

1. HDR Engineering, Inc.;
2. Geosyntec Consultants, Inc.;
3. Land Design, Inc.; and
4. Atkins North America, Inc. (Pensacola Office).

The Negotiation meeting was held on May 14, 2020, resulting in the Final and Best Offer being established on May 14, 2020, in the amount of $1,056,769.87, for Tasks 1-7, $50,000 for Optional Services, and $316,687.50 for Subconsultant Tasks. The total estimated cost for Phase I is $1,423,457.37.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
HDR Engineering, Inc.	Fund Name Gulf Coast Restoration- Fund # 118 Cost Center: 222021 Object Code: 53101 Project #: RDC80054	$1,423,457.37	PD 19-20.013

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract , Form G, Consulting Services for Stand-Alone Projects.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46 , Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form G, Consulting Services for Stand Alone Projects, as well as the Purchase Order.

Attachments

Solicitation
Final Ranking
Bid Distribution List
PD 19-20.013 HDR LOI
Agreement with Exhibits
Short-Listing Scores

ESCAMBIA COUNTY FLORIDA
REQUEST FOR LETTERS OF INTEREST

Design & Engineering Services for
Hollice T. Williams Stormwater Park
Solicitation Identification Number PD 19-20.013

A Non-Mandatory Pre-Solicitation Conference Will be Held at 2/5/2020 at 10:AM CDT.
Letters of Interest Will Be Received Until: 2/27/2020 at 3 P.M.

Office of Purchasing, Room 11.101
Matt Langley Bell III Building
213 Palafox Place, Pensacola, FL 32502

Attention: Paul R. Nobles, Purchasing Manager

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice Chairman
Jeff Bergosh
Douglas B. Underhill
Lumon J. May

From: Paul R. 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:
Lawrence A. Gordon Purchasing Specialist
Office of Purchasing, Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.301
Pensacola, FL 32502
850-595-4987 Email: Lagordon@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.

Escambia County Florida Request for Letters of Interest
Proposer's Checklist
Design & Engineering Services for
Hollice T. Williams Stormwater Park
Solicitation Identification Number PD 19-20.013

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 must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of Government Forms. software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: http://www.myescambia.com/our-services/purchasing/professional-services-submittals

GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)

- Part II **(update if already submitted)**
- Part I

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on http://submittals.myescambia.com/, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- Truth in Negotiation Certification
- 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

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

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I. INFORMATION PACKAGE

Design & Engineering Services for Hollice T. Williams Stormwater Park

Solicitation Identification Number PD 19-20.013

1. PURPOSE

Escambia County and the City of Pensacola request Letters of Interest from qualified firms for design and engineering services for the Hollice T. Williams Stormwater Park. Funding for design and permitting has been secured through the Escambia County RESTORE Direct Component allocation (Pot 1). Design should address the following Project Objectives:

- **Water Quality:** Identify Hollice T. Williams specific issues related to water quantity (including aging or inadequate stormwater infrastructure, flooding) and quality (including point and non-point source pollution such as excess nutrients, metals, pathogens, trash, and sedimentation), and determine appropriate corrective actions necessary to address root cause of issues identified.
- **Stormwater Attenuation:** Develop design methodologies to improve stormwater storage and controlled release of excess stormwater during peak storm events to reduce flooding.
- **Recreational Opportunities:** Identify and characterize existing recreation utilization and develop strategies to expand existing or construct new recreation opportunities based upon components identified in the 2010 Hollice T. Williams Greenway Framework Plan and community input sessions.
- **Community Resiliency:** Identify and characterize Hollice T. Williams area vulnerabilities (including flooding, hurricanes, future development). Actions should improve stormwater park area resiliency by balancing natural and built environments.
- **Public Art, Early Learning, Urban Nature-scape and Cultural Heritage:** Incorporate public art, early learning elements, urban nature-scape and cultural heritage of the neighborhood displaced by the interstate overpass into the overall park design including public amenities, hardscape, landscape, and lighting based upon the 2010 Hollice T. Williams Greenway Framework Plan and community input sessions. Identify opportunities for and incorporate iconic public art installations.
- **Urban Revitalization and Connectivity:** Create an iconic asset for Pensacola and a signature civic space. Regenerate the I-110 interstate underpass area as a primary gateway which provides safe and enjoyable pedestrian and bicyclist paths and linkages to Downtown Pensacola and the waterfront. Incorporate the Framework Plan's three (3) identified integral sections – reflection, connectivity and integration.

2. GENERAL INFORMATION

The Hollice T. Williams Stormwater Park project is a joint project between the City of Pensacola and Escambia County. The solicitation process will adhere to Escambia County's Purchasing Policies and Procedures. Design and construction of the project will adhere to the City of Pensacola's design standards, specifications, and land development code and will integrate elements of the 2010 Hollice T. Williams Greenway Framework Plan, community input sessions,

and community redevelopment plans to the maximum extent feasible. Links to referenced documents are shown below.

- Hollice T. Williams Framework Plan – https://www.cityofpensacola.com/DocumentCenter/View/166/Hollice-T-Williams-Greenway-Framework-Plan-PDF?bidId
- CRA Urban Design Overlay District (Land Development Code Section 12-2-25) - https://www.cityofpensacola.com/DocumentCenter/View/17664/Proposed-Ordinance-No-10-19-As-Amended-053019

In April 2014, a historic storm event caused significant flooding throughout Escambia County and the City of Pensacola demonstrating the vulnerability of the existing stormwater infrastructure. The Stormwater Advisory Team (SWAT) was established by the Board of County Commissioners following the flood to identify conditions associated with the event, and to develop recommendations for local stormwater policy and infrastructure improvements. Final SWAT reports are available at the following link: https://myescambia.com/programs/swat.

A culmination of increased rain events in both frequency and magnitude, as well as an increase in development and impervious surface, has led to a surge in stormwater in the project area. The existing drainage system is insufficient to meet the needs of surrounding properties which have been impacted by flooding. This project is intended to reduce the load on the existing drainage system for the Long Hollow basin and to help reduce flooding to nearby residences and commercial structures. Additional historical information can be found in the following Basin Studies:

1. Long Hollow Stormwater Basin Evaluation June 2004
2. Pensacola Bay Basin Study November 2007

This project shall consist of stormwater treatment facilities that assist in area flooding abatement and provide additional treatment for the surrounding diverse neighborhoods. The stormwater park will create a beautiful attraction that can foster economic development. The project will help to reduce non-point sources of pollution by creating stormwater treatment facilities that will provide treatment and attenuation of stormwater runoff from Interstate 110 that currently does not take place.

The Hollice T. Williams Stormwater Park Project will seek to maximize pollutant removal efficiencies of new stormwater treatment facilities. Runoff for the southern elevated section of the interstate is currently conveyed to Pensacola Bay untreated through a conveyance system of structural inlets and underground piping with no opportunity for flood attenuation and treatment. The combined phases of this project will provide approx. 10 acre-ft of treatment volume for runoff and provide assistance in detention and attenuation for storm events up to the 100 year/24 hour event, thereby providing direct environmental and economic benefit to the receiving areas downstream of the project site.

Innovative design strategies including incorporation of low impact design, underground stormwater facilities, etc. should be considered especially if such strategies lead to an increased ability to address the project objectives.

The Hollice T. Williams Stormwater Park Project will transform the underutilized 1-110 underpass into an innovative and iconic urban green space rooted in stormwater management, urban nature-scape, early education, cultural heritage and public art. The park will consist of recreational opportunities such as youth sport fields, a multi-purpose amphitheater and skatepark, fitness trails, playgrounds, picnic areas, etc. The park will also improve pedestrian and bicycle connectivity to Downtown Pensacola and the waterfront, and integrate and leverage existing features including the Hunter Municipal Pool, and the existing community garden. Cascades Park in Tallahassee and Corinne Jones Park and Admiral Mason Park in the City of Pensacola are examples of stormwater parks that contain stormwater facilities, recreational opportunities, community resiliency, etc. Links to these parks are shown below:

- https://cascadesproject.com/
- https://www.cityofpensacola.com/Facilities/Facility/Details/Corinne-Jones-Park-31
- https://www.cityofpensacola.com/facilities/facility/details/admiralmasonpark-4

Examples of transformative highway underpass and elevated rail re-use projects are as follows:

- **New York City's Highline Park:**
  - https://www.designboom.com/weblog/images/images_2/erica/942/hl13.jpg
  - https://www.designboom.com/weblog/images/images_2/erica/942/hl09.jpg
- **Underpass Park, Toronto, Canada:**
  - http://www.explorewaterfrontoronto.ca/project/underpass-park/
- **Sabine Promenade, Houston TX:**
  - https://buffalobayou.org/visit/destination/sabine-promenade/
- **The Underline, Miami FL:**
  - https://www.theunderline.org/
- **Underpass Art Parks, Washington DC:**
  - https://www.nomaparks.org/underpass-art-parks/

Skatepark

The Project shall also include design of a world-class skatepark and amphitheater near the southern terminus of the project (Jackson Street and La Rua Street). Upward Intuition, a local non-profit organization, has developed a preliminary design concept for this component which should be used as guidance in preparation of the final design. Questions pertaining to the conceptual skatepark design may be addressed to Jon Shell at jon@upwardintuition.org. Skatepark design should be compatible with the entire Hollice T. Williams Stormwater Park project.

Conceptual plans have been provided as a reference.(Exhibit 9 attached)

Project Location

The project area is bordered by Maxwell Street to the north, Wright Street to the south, Hayne Street to the east, and Hayne Street/Tarragona Street to the west, and connections thereto.

3. GRANT REQUIREMENTS

The 2010 Deepwater Horizon oil spill led to passage of the RESTORE Act in 2012. The Act dedicates 80 percent of all Clean Water Act penalties related to the spill to the Gulf Coast Restoration Trust Fund. The Escambia County Board of County Commissioners selected the Hollice T. Williams Stormwater Park as one of ten initial projects to fund with Escambia County's RESTORE Direct Component allocation. Design and engineering services for the Hollice T. Williams Stormwater Park shall be consistent with the purpose described in the Notice of Award. The plan shall be compliant with the RESTORE Act and all applicable rules and laws. For more information on Escambia County's Direct Component projects please visit https://myescambia.com/our-services/natural-resources-management/restore/multi-year-implementation-plan.

4. SCOPE OF SERVICES

The Hollice T. Williams Stormwater Park project is a planning assistance activity which will plan and design dual-use stormwater ponds and recreational-use basins under the Interstate 110 corridor. The selected firm will meet with the City of Pensacola and Escambia County to coordinate the design and ensure all infrastructure designed will benefit the environment or the economy such as ball fields, skatepark, urban nature-scape, public art, early learning, cultural heritage elements, and stormwater retention, collection, and/or treatment features. Project phasing is an acceptable approach to project implementation, if deemed necessary.

Primary Goals:

1. **Water Quality -** The park's number one priority is to collect and treat stormwater to reduce coastal flooding and improve the water quality of Pensacola Bay. Stormwater currently discharges to Pensacola Bay untreated, resulting in water quality impairments.
2. **Stormwater Attenuation -** During severe rain events, the basin surrounding Hollice T. Williams Park floods. The project will aid the City of Pensacola in collecting, treating, and routing 1.3 miles of stormwater that runs off elevated lengths of Interstate 110 near its southern terminus, providing relief to diverse historical neighborhoods in flood prone areas near Hollice T. Williams Park.
3. **Recreational Opportunities –** The stormwater park should provide for multi-use recreational basins, including youth sports fields and a skatepark, which are effective tools in managing and treating large run-off volumes generated during storm events while maximizing the use of public lands. The 2010 Hollice T. Williams Framework Plan will serve as a guide for incorporation of recreational elements.
4. **Skatepark** – The skatepark is envisioned as an expertly crafted, world class facility fit to accommodate international competition. It will also serve as a multipurpose community space geared for youth who are not involved in traditional team sports. The skatepark will be designed to integrate into the existing community gardens area and be enhanced with integrated amphitheater, greenspace, edible landscaping and a walking path. A demonstrated expertise in skatepark design is critical to the project team.

5. **Public Art, Early Learning, Urban Nature-scape and Cultural Heritage –** The stormwater park should include elements of public art, early learning, urban nature-scape and cultural heritage woven into its overall framework based on elements identified in the 2010 Hollice T. Williams Greenway Framework Plan. It is important that the history of the community that was replaced by the highway overpass be commemorated and documented through the park design.
6. **Urban Revitalization and Connectivity** – The stormwater park should revitalize the under-utilized area beneath the 1-110 overpass, and the surrounding corridors and transform it into an active, unique, and culturally diverse urban center with activity options for all ages. The park should provide a linkage for pedestrian and bicycle connectivity to Downtown Pensacola and the waterfront through a linear greenway system. The greenway should be infused with art, nature-scape, cultural heritage, and educational opportunities for maximum impact.
7. **Community Garden Future Expansion**- The project plan must contemplate future further development of the Community Gardens area.

Desired Goals:

1. **Public Stakeholder Meetings -** Community engagement, with focus on the community displaced by the highway, should be emphasized. Early input from impacted community stakeholders is important as public stakeholder meetings will play an integral role to the project. Stakeholders include but are not limited to property owners, neighborhood groups, businesses, and state and local agencies. These meetings will be held through the duration of the project. The selected firm will lead two public meetings. It is expected that a meeting will be held at conceptual design and one other time. Escambia County staff will hold additional meetings as needed.
2. **Design** – To include activities such as 30% design development, 30% design review, 30% utility coordination, 60% design development, 60% design review, 60% utility coordination, 60% in hand walk through, 100% design development, 100% design review, 100% utility coordination and associated documents. A final design package will include packaging the final design plans for bidding, permitting approval and associated work to have a shovel ready project for the Hollice T Williams Stormwater Park.
3. **Permitting -** To include activities such as prepare permit submittals (NWFWMD, City), agency negotiation and coordination, prepare and submit FEMA "No Rise" Certification, and permit application fees.

5. ASSOCIATED WORK

To achieve the above goals, professional services may include but not be limited to the following: Perform subsurface utility exploration; topographical survey; environmental assessments; legal description(s) for easement(s)/acquisition(s) if needed; surveys; geotechnical survey; project design and engineering (30%, 60%, 100% plans); project coordination meetings with "city/county" staff and stakeholders; construction details with project specific specifications; FEMA authorizations; utility coordination including plan-in-hand walkthroughs; wetland delineation, environmental permitting and associated fees; coordination of State Historic Preservation Office review allowances shall include archeological survey report if required by SHPO; routine progress reports; and monthly detailed schedule updates.

Optional services may include but not be limited to limited construction support; As-Built Certification; bid package preparation including cost estimates, limited bid assistance, and associated bid tasks.

The selected firm shall include but not be limited to the following:

Data collection & review:

- The selected firm will comply with all County, City, State, and grant requirements.
- Coordinate with City of Pensacola and Escambia County Surveyor and staff for the collection of surveying data, basin studies, maps, and any other City of Pensacola and Escambia County records needed for the project.
- Coordinate with City of Pensacola and Escambia County staff on the drainage plans, Drainage Improvement Projects that may connect to this project.
- Meet with City of Pensacola and County staff for input on maintenance and historical complaints.
- Surveying services necessary for the design of the project shall be created based on but not limited to the following:
    - Five certified copies of a Topographical Surveys that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
    - Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
    - Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
    - Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
    - Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

Plan Preparation and Permitting:

- Delineate basin areas that convey to the Hollice T. Williams project area. Develop reports on expected environmental improvements that stormwater facilities will achieve.
- Attend public meetings as needed with residents and stakeholders to receive input regarding flooding, recreational opportunities, historically and culturally significant information, etc. Prepare agendas, presentations, and post meeting notes for meetings.
- Perform subsurface utility exploration (as needed), topographic survey, geotechnical survey, environmental assessments, etc. needed for design.
- Provide 30%, 60%, 100% and final plans for each project phase with associated cost estimates.
- Design shall be in accordance with all City of Pensacola Land Development Code requirements and designed to be constructed in accordance with the City of Pensacola Standards and Specifications. Design shall integrate elements of neighborhood history and culture, the 2010 Hollice T. Williams Greenway Framework Plan, and the City's adopted community redevelopment plans.

- Provide for all required regulatory permitting, including permit fee allowances and attend preapplication meetings with regulatory agencies.
- Plans should be reproducible to 40 scale 11"x17" and 20 scale 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals shall be performed.
- Submit costs estimates for all design phases.

Bidding Estimates (Optional Service):

- Prepare all bid documents through bidding process.
- Attend bid meetings as needed with County staff.
- Respond to all Requests for Information and issue any necessary addendums.
- Tabulate bids.

6. PROJECT APPROACH

Firm should demonstrate with RLI submittal a conceptual approach for designing the Hollice T. Williams Stormwater Park. The conceptual approach should consider the following factors:

1. Provide flowchart showing project approach;
2. Approach to Project Phasing;
3. Strategy for addressing Project Goals and Objectives;
4. Approach to completing the scope of services including data collection, modeling, design, and permitting.
5. Demonstration of innovative methods for soliciting, assessing, and using community input, comments, and suggestions during project development and for working with diverse stakeholders to achieve Plan Objectives.
6. Demonstration of successfully implemented dual-use stormwater parks.

Funding Availability:

Funding is available in Fund 118, Gulf Coast Restoration Fund, Cost Center 222021.
Funding estimate for design and engineering services: $750,000

Project Timeline:

Project should be substantially completed by January 2021.

Anticipated Disciplines (Function Codes SF 330):

	GSA Code	Description
Primary Disciplines	12	Civil Engineer
	47	Planner: Urban/Regional
	99	Skate Park Planning
Secondary Disciplines	18	Cost Engineer/Estimator
	23	Environmental Engineer
	24	Environmental Scientist
	34	Hydrologist
	39	Landscape Architect
	48	Project Manager

	GSA Code	Description
Primary Experience	P05	Planning (Community, Regional, Areawide, and State)
	P06	Planning (Site, Installation, and Project)
	R04	Recreational Planning (specifically Skate Park Design)
Secondary Experience	C18	Cost Estimating
	E01	Ecological & Archeological Investigations
	E11	Environmental Planning
	L03	Landscape Architecture
	S10	Surveying; Platting; Mapping; Floodplain Studies
	W02	Water Resources; Hydrology; Ground Water
	S13	Stormwater Handling & Facilities
	U02	Urban Renewals; Community Development

3. **40**

4. **Ability to Meet Project Specific Schedule and be Readily Accessible:** Project schedule is determined by the terms and conditions of the grant agreement. Firm should demonstrate their understanding and need for flexibility to meet the project and grant schedule. Project team members should be readily accessible to avoid unnecessary delays in the project schedule. Firm should demonstrate how their team will be readily accessible and be able to quickly respond to the County and City. **5**

Award(s) resulting from this solicitation shall be subject to provisions of Chapter 1-9-5, CONSULTANTs of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. 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.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

Escambia County shall follow the procedures outlined in the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The Selection committee shall consider the following factors:

		Points
1.	**Project Approach:** Firm should demonstrate a clear understanding of the project goals and objectives, site history, and significance of the project to the surrounding community. Project is funded by the RESTORE Act Direct Component (Pot 1). Project goals are controlled by terms and conditions of the grant agreement. Ability to meet project specific goals should be considered. Firm should address with their submission a thorough response to the items requested in Section 6 of this SOW.	35
2.	**Past Record and Performance of the Team:** Firm should document past record and performance of the project team working together on similar scale dual-use stormwater park projects which incorporate urban design, adaptive re-use (specifically re-use of transportation infrastructure corridors), nature-scape, recreation, cultural heritage and public art elements. Firm should document successfully implemented similar scale projects. Consultant evaluations should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County and City of Pensacola should not be considered a prerequisite for selection. A positive record of performance should be demonstrated within the firm's submittal.	20
3.	**Experience and Technical Expertise of Team and Individual Team Members with Stormwater Park Engineering and Design, Stormwater Treatment, and Environmental Permitting, Skatepark Engineering and Design, Landscape Architecture including urban nature-scape design, and Urban Design with key specialization in public art planning and design incorporating cultural heritage:** Experience with stormwater park engineering and design, stormwater treatment, and permitting requirements, skatepark design, landscape architecture, and urban design, including cultural heritage, public art and nature-scape design and transportation infrastructure adaptive re-use projects should be considered. Experience successfully designing and permitting similar scale dual-use stormwater parks, skateparks, and public spaces with integrated public art, cultural heritage, urban nature-scape and recreational elements should be a key consideration. Firm should document previous completion of any successful similar scale projects. Qualifications of the firm and individual team members who will be working on this project shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as "primary" shall be considered as minimum criteria. Disciplines identified by GSA codes as "secondary" shall not be considered as minimum qualifications. Expertise in these secondary disciplines should generally result in higher scores. Firm should document technical expertise of the team, individual team members working on this project, and the amount of time that each team member will contribute. Only team members who will have considerable involvement in this project should be considered for their experience and technical expertise. An estimate of the number of hours that each proposed team member	40

will contribute toward this project should be provided. Firm should document their experience and technical expertise for the subtasks found in Sections 4 and 5 of this SOW.

4. **Ability to Meet Project Specific Schedule and be Readily Accessible:** Project schedule is determined by the terms and conditions of the grant agreement. Firm should demonstrate their understanding and need for flexibility to meet the project and grant schedule. Project team members should be readily accessible to avoid unnecessary delays in the project schedule. Firm should demonstrate how their team will be readily accessible and be able to quickly respond to the County and City. **5**

Award(s) resulting from this solicitation shall be subject to provisions of Chapter 1-9-5, CONSULTANTs of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**1/24/2020**
Letters of Interest due date	**2/27/2020**
Short-Listing Meeting	**3/10/2020**
Discussions, Ranking Meeting	**3/24/2020**
Written Scope due to Committee for Review	**4/10/2020**
1st Negotiations with First Ranked Firm - Scope	**4/17/2020**
2nd Negotiations with First Ranked Firm	**4/23/2020**
Fee Proposal due to Committee for Review	**4/27/2020**
Board of County Commissioners approval	**5/16/2020**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **3/27/2020.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   11. PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY FIRM FOR LAST 3 YEARS

   11. a. Escambia County Florida Board of County Commissioners
   11. b. Non-Escambia County Florida Board of County Commissioners Work

2. **Standard Form (SF) 330 – Part I (GFS format)**
   Generated by GovernmentForms.software®, maximum 75 pages, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
     Page Limit: Typically, just 1 page in length
   - Standard Form (SF) 330 - Part I, Section D
     - For each individual shown on the organizational chart list the following:
       - Name
       - Position relative to the project
       - Firm
       - Position in the firm
   - Standard Form (SF) 330 - Part I, Section E
     Page Limit: 20 pages/resumes
   - Standard Form (SF) 330 - Part I, Section F
     Page Limit: 10 pages/projects
   - Standard Form (SF) 330 - Part I, Section G
     Page Limit: 1 page
   - Standard Form (SF) 330 - Part I, Section H

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 50 pages).

Requirements for this section (to be included in Letter of Interest):

- Proposers shall list all currently active contracts or task orders with Escambia County, Florida and the following relative information
  - Contract or Task Order name
  - Current status
  - Costs
    - Original cost, to include any change orders
    - Remaining balance
- Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
- Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
- Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years
- Proposers shall include any additional information to represent your firm for consideration.

Documents

The following forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
  Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
- Certification Regarding E-Verify System
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- Truth in Negotiation Certification
- 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
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying	Official Typed Name and Title
Applicant/Organization	Date Signed

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
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 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 an 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 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)

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

Verified by: _____ Date:_____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR AGREEMENT BETWEEN

ESCAMBIA COUNTY AND

_____

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

SAMPLE

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this th day of_, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and__, a for-profit corporation authorized to transact business in the State of Florida, whose address is__, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: is the Consultant selected to perform _____ professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever t term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The ent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for _____.

SAMPLE

ARTICLE 2 PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of _____ ($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3 SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

SAMPLE

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, he Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in
(b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $___.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the

SAMPLE

amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4

TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5

COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described Section 5.3, is to be paid as follows: A lump sum amount of _____ ($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to

SAMPLE

the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United Postal Service 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 least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____

_____

_____

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

_____

_____

SAMPLE

Pensacola, Florida

County Administrator
P.O. Box 1591
Pensacola, Florida 32591-1591

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

SAMPLE

as are necessary as the result of the failure of the Consultant to provide an accurate,

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to appropriate State or Federal permitting agency.

ARTICLE 9 GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

SAMPLE

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records d accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to t is Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to

SAMPLE

any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator 221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid agreed to pay any person, company, corporation, individual, or firm, other a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 Compliance with Laws: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

SAMPLE

9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five**
(5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

SAMPLE

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32591-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SAMPLE

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of e Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

SAMPLE

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment lity of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding e design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and___, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____

By: __

_____ Witness _____ County Administrator

Date: _____ BCC Approved:_____

Witness

CONSULTANT:
_____, a ___ Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By:___

(Name), (Title)

By:___ Date:__ Secretary

SAMPLE

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C

Fee Schedule

SAMPLE

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Electronic Submittal & Selection Process
Escambia County, FL

ID/Sol No.	PD 19-20.013
Name	Hollice T. Williams Stormwater Park
Type	**Final Ranking**
Evaluations Due	Friday April 3, 2020

Print

	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.
⊞ Brent Wipf	165	166	146	152
⊞ Derrik Owens	185	180	190	176
⊞ Brian Cooper	148	156	167	179
⊞ Helen Gibson	196	170	171	194
⊞ Matt J Posner	177	187	167	193
⊞ Terri Berry	195	162	178	170
Grand Total	**1066**	**1021**	**1019**	**1064**
Average Score	**177.7**	**170.2**	**169.8**	**177.3**
Rank	**1**	**3**	**4**	**2**

(100% Complete) **Post Scores**

Final Results

1 HDR Engineering, Inc.
2 Geosyntec Consultants, Inc.
3 LandDesign, Inc.
4 Atkins North America, Inc. (Pensacola Office)

Final Results

Print

PD 19-20.013 Hollice T. Williams Stormwater Park	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.
Individual Committee Member Scores				
Brent Wipf	165	166	146	152
Derrik Owens	185	180	190	176

Brian Cooper		148	156	167	179
Helen Gibson		196	170	171	194
Matt J Posner		177	187	167	193
Terri Berry		195	162	178	170
	Total	**1066**	**1021**	**1019**	**1064**

Individual Committee Member Ranking Based on Score

Brent Wipf		2	1	4	3
Derrik Owens		2	3	1	4
Brian Cooper		4	3	2	1
Helen Gibson		1	4	3	2
Matt J Posner		3	2	4	1
Terri Berry		1	4	2	3
	Total	**13**	**17**	**16**	**14**
	Ranking	**1**	**4**	**3**	**2**

Final Ranking

1 HDR Engineering, Inc.
2 Geosyntec Consultants, Inc.
3 Atkins North America, Inc. (Pensacola Office)
4 LandDesign, Inc.

SCORE SHEET	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.
Brent Wipf	2	1	4	3
Derrik Owens	2	3	1	4
Brian Cooper	4	3	2	1
Helen Gibson	1	3	4	2
Matt J Posner	3	2	4	1
Terri Berry	1	4	2	3
	13	16	17	14
Brent Wipf	165	166	146	152
Derrik Owens	185	180	190	176
Brian Cooper	148	156	167	179
Helen Gibson	196	170	171	194
Matt J Posner	177	187	167	193
Terri Berry	195	162	178	170
	1066	1021	1019	1064

Committee Member **Brent Wipf** Role **Member**

Evaluation Stage **Final Ranking**

Project [**PD 19-20.013**] **Hollice T. Williams Stormwater Park**

SCORE SHEET Selection Criteria [FINAL RANKING]	Pts	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.
Background experience & technical expertise of firm & individual team members	40	32	32	34	30
Past record and performance.	20	16	12	16	12
Willingness to meet time and budget requirements (Standard Form 330, Section H)	5	4	3	4	4
Project approach and understanding of critical issues: Explain the project approach to the design. Provide a list of known critical issues and methods of how they will be addressed. Describe the firm's quality control process and how it is conducted with the team.	35	30	34	26	28
Describe your teams innovative methods for collecting and treating stormwater runoff to improve water quality and reduce flooding. How will green infrastructure and low impact development principles be incorporated in project design	15	12	10	10	10
Describe your team's experience and approach to working with a diverse group of stakeholders to achieve project goals and bridging potential conflicting and/or competing project ideas	15	12	14	10	14
1. The Hollice T. Williams Stormwater Park Project includes seven primary goals as outlined in the Scope of Services. Please describe your team's overall approach to balancing project goals.	10	7	10	7	7
Describe your teams vision for incorporating multi-use recreational basins and innovative recreational opportunities within the project. Based on your team's experience, how quickly can dual-use recreational areas be available for use after a storm event	10	8	6	8	9
Describe your teams vision and inspiration for designing a world-class skatepark. How will your team integrate the skatepark design with the design of the surrounding greenway to ensure a cohesive and consistent design is achieved throughout the project	10	10	10	7	8
How will your team incorporate the existing From the Ground Up Community Garden and potential future expansion in project design	10	7	6	6	9
Describe your teams vision for designing an iconic greenway that recognizes the history of the neighborhood, revitalizes and reconnects the area, and serves as a community destination.	10	9	10	6	7

Describe your teams vision and inspiration for the public art, early learning, and cultural heritage goals of the project.	**10**	**8**	**10**	**6**	**7**
Provide examples and roles of similar iconic projects team members have previously worked on.	**10**	**10**	**9**	**6**	**7**
Total(s)	**200**	**165**	**166**	**146**	**152**
Rank		2	1	4	3

FIRM NOTES (if any)

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Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **Derrik Owens** Role **Member**

Evaluation Stage **Final Ranking**

Project [**PD 19-20.013**] **Hollice T. Williams Stormwater Park**

SCORE SHEET Selection Criteria [FINAL RANKING]	Pts	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.
Background experience & technical expertise of firm & individual team members	40	38	37	38	36
Past record and performance.	20	19	19	20	19
Willingness to meet time and budget requirements (Standard Form 330, Section H)	5	5	5	5	5
Project approach and understanding of critical issues: Explain the project approach to the design. Provide a list of known critical issues and methods of how they will be addressed. Describe the firm's quality control process and how it is conducted with the team.	35	33	33	34	32
Describe your teams innovative methods for collecting and treating stormwater runoff to improve water quality and reduce flooding. How will green infrastructure and low impact development principles be incorporated in project design	15	14	14	15	13
Describe your team's experience and approach to working with a diverse group of stakeholders to achieve project goals and bridging potential conflicting and/or competing project ideas	15	14	14	14	14
1. The Hollice T. Williams Stormwater Park Project includes seven primary goals as outlined in the Scope of Services. Please describe your team's overall approach to balancing project goals.	10	9	8	9	8
Describe your teams vision for incorporating multi-use recreational basins and innovative recreational opportunities within the project. Based on your team's experience, how quickly can dual-use recreational areas be available for use after a storm event	10	9	9	10	8
Describe your teams vision and inspiration for designing a world-class skatepark. How will your team integrate the skatepark design with the design of the surrounding greenway to ensure a cohesive and consistent design is achieved throughout the project	10	9	8	9	8
How will your team incorporate the existing From the Ground Up Community Garden and potential future expansion in project design	10	9	8	9	9
Describe your teams vision for designing an iconic greenway that recognizes the history of the neighborhood, revitalizes and reconnects the area, and serves as a community destination.	10	9	8	10	8

Describe your teams vision and inspiration for the public art, early learning, and cultural heritage goals of the project.	**10**	**8**	**8**	**9**	**8**
Provide examples and roles of similar iconic projects team members have previously worked on.	**10**	**9**	**9**	**8**	**8**
Total(s)	**200**	**185**	**180**	**190**	**176**
Rank		2	3	1	4

FIRM NOTES (if any)

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Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **Brian Cooper** Role **Member**

Evaluation Stage **Final Ranking**

Project [**PD 19-20.013**] **Hollice T. Williams Stormwater Park**

SCORE SHEET Selection Criteria [FINAL RANKING]	Pts	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.
Background experience & technical expertise of firm & individual team members	40	35	35	37	38
Past record and performance.	20	12	12	15	18
Willingness to meet time and budget requirements (Standard Form 330, Section H)	5	4	3	5	5
Project approach and understanding of critical issues: Explain the project approach to the design. Provide a list of known critical issues and methods of how they will be addressed. Describe the firm's quality control process and how it is conducted with the team.	35	22	26	29	31
Describe your teams innovative methods for collecting and treating stormwater runoff to improve water quality and reduce flooding. How will green infrastructure and low impact development principles be incorporated in project design	15	13	9	14	12
Describe your team&#65533;s experience and approach to working with a diverse group of stakeholders to achieve project goals and bridging potential conflicting and/or competing project ideas	15	9	11	8	13
1. The Hollice T. Williams Stormwater Park Project includes seven primary goals as outlined in the Scope of Services. Please describe your team&#65533;s overall approach to balancing project goals.	10	8	9	8	9
Describe your teams vision for incorporating multi-use recreational basins and innovative recreational opportunities within the project. Based on your team&#65533;s experience, how quickly can dual-use recreational areas be available for use after a storm event	10	9	9	10	9
Describe your teams vision and inspiration for designing a world-class skatepark. How will your team integrate the skatepark design with the design of the surrounding greenway to ensure a cohesive and consistent design is achieved throughout the project	10	8	8	8	9
How will your team incorporate the existing From the Ground Up Community Garden and potential future expansion in project design	10	6	7	7	8
Describe your teams vision for designing an iconic greenway that recognizes the history of the neighborhood, revitalizes and reconnects the area, and serves as a community destination.	10	7	9	9	10

Describe your teams vision and inspiration for the public art, early learning, and cultural heritage goals of the project.	**10**	**6**	**9**	**8**	**8**
Provide examples and roles of similar iconic projects team members have previously worked on.	**10**	**9**	**9**	**9**	**9**
Total(s)	**200**	**148**	**156**	**167**	**179**
Rank		4	3	2	1

FIRM NOTES (if any)

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **Helen Gibson** Role **Member**

Evaluation Stage **Final Ranking**

Project [**PD 19-20.013**] **Hollice T. Williams Stormwater Park**

SCORE SHEET Selection Criteria [FINAL RANKING]	Pts	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.
Background experience & technical expertise of firm & individual team members	40	40	36	36	39
Past record and performance.	20	19	17	18	19
Willingness to meet time and budget requirements (Standard Form 330, Section H)	5	5	5	5	5
Project approach and understanding of critical issues: Explain the project approach to the design. Provide a list of known critical issues and methods of how they will be addressed. Describe the firm's quality control process and how it is conducted with the team.	35	34	32	32	35
Describe your teams innovative methods for collecting and treating stormwater runoff to improve water quality and reduce flooding. How will green infrastructure and low impact development principles be incorporated in project design	15	15	11	13	15
Describe your team&#65533;s experience and approach to working with a diverse group of stakeholders to achieve project goals and bridging potential conflicting and/or competing project ideas	15	13	15	12	14
1. The Hollice T. Williams Stormwater Park Project includes seven primary goals as outlined in the Scope of Services. Please describe your team&#65533;s overall approach to balancing project goals.	10	10	7	8	10
Describe your teams vision for incorporating multi-use recreational basins and innovative recreational opportunities within the project. Based on your team&#65533;s experience, how quickly can dual-use recreational areas be available for use after a storm event	10	10	8	7	10
Describe your teams vision and inspiration for designing a world-class skatepark. How will your team integrate the skatepark design with the design of the surrounding greenway to ensure a cohesive and consistent design is achieved throughout the project	10	10	9	9	10
How will your team incorporate the existing From the Ground Up Community Garden and potential future expansion in project design	10	10	6	7	10
Describe your teams vision for designing an iconic greenway that recognizes the history of the neighborhood, revitalizes and reconnects the area, and serves as a community destination.	10	10	9	8	9

Describe your teams vision and inspiration for the public art, early learning, and cultural heritage goals of the project.	**10**	**10**	**8**	**8**	**9**
Provide examples and roles of similar iconic projects team members have previously worked on.	**10**	**10**	**7**	**8**	**9**
Total(s)	**200**	**196**	**170**	**171**	**194**
Rank		1	3	4	2

FIRM NOTES (if any)

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **Matt J Posner** Role **Project Manager**

Evaluation Stage **Final Ranking**

Project [**PD 19-20.013**] **Hollice T. Williams Stormwater Park**

SCORE SHEET Selection Criteria [FINAL RANKING]	Pts	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.
Background experience & technical expertise of firm & individual team members	40	35	35	35	38
Past record and performance.	20	17	17	18	20
Willingness to meet time and budget requirements (Standard Form 330, Section H)	5	5	5	5	5
Project approach and understanding of critical issues: Explain the project approach to the design. Provide a list of known critical issues and methods of how they will be addressed. Describe the firm's quality control process and how it is conducted with the team.	35	32	35	27	34
Describe your teams innovative methods for collecting and treating stormwater runoff to improve water quality and reduce flooding. How will green infrastructure and low impact development principles be incorporated in project design	15	15	13	15	15
Describe your team's experience and approach to working with a diverse group of stakeholders to achieve project goals and bridging potential conflicting and/or competing project ideas	15	15	15	15	14
1. The Hollice T. Williams Stormwater Park Project includes seven primary goals as outlined in the Scope of Services. Please describe your team's overall approach to balancing project goals.	10	8	10	7	10
Describe your teams vision for incorporating multi-use recreational basins and innovative recreational opportunities within the project. Based on your team's experience, how quickly can dual-use recreational areas be available for use after a storm event	10	9	9	9	9
Describe your teams vision and inspiration for designing a world-class skatepark. How will your team integrate the skatepark design with the design of the surrounding greenway to ensure a cohesive and consistent design is achieved throughout the project	10	9	9	7	9
How will your team incorporate the existing From the Ground Up Community Garden and potential future expansion in project design	10	8	9	8	10
Describe your teams vision for designing an iconic greenway that recognizes the history of the neighborhood, revitalizes and reconnects the area, and serves as a community destination.	10	8	10	7	9

Describe your teams vision and inspiration for the public art, early learning, and cultural heritage goals of the project.	**10**	**8**	**10**	**7**	**10**
Provide examples and roles of similar iconic projects team members have previously worked on.	**10**	**8**	**10**	**7**	**10**
Total(s)	**200**	**177**	**187**	**167**	**193**
Rank		3	2	4	1

FIRM NOTES (if any)

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **Terri Berry** Role **Member**

Evaluation Stage **Final Ranking**

Project [**PD 19-20.013**] **Hollice T. Williams Stormwater Park**

SCORE SHEET Selection Criteria [FINAL RANKING]	Pts	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.
Background experience & technical expertise of firm & individual team members	40	39	33	37	35
Past record and performance.	20	19	16	17	16
Willingness to meet time and budget requirements (Standard Form 330, Section H)	5	5	4	4	4
Project approach and understanding of critical issues: Explain the project approach to the design. Provide a list of known critical issues and methods of how they will be addressed. Describe the firm's quality control process and how it is conducted with the team.	35	34	30	32	31
Describe your teams innovative methods for collecting and treating stormwater runoff to improve water quality and reduce flooding. How will green infrastructure and low impact development principles be incorporated in project design	15	15	12	13	13
Describe your team's experience and approach to working with a diverse group of stakeholders to achieve project goals and bridging potential conflicting and/or competing project ideas	15	15	13	15	14
1. The Hollice T. Williams Stormwater Park Project includes seven primary goals as outlined in the Scope of Services. Please describe your team's overall approach to balancing project goals.	10	10	7	9	8
Describe your teams vision for incorporating multi-use recreational basins and innovative recreational opportunities within the project. Based on your team's experience, how quickly can dual-use recreational areas be available for use after a storm event	10	10	7	9	8
Describe your teams vision and inspiration for designing a world-class skatepark. How will your team integrate the skatepark design with the design of the surrounding greenway to ensure a cohesive and consistent design is achieved throughout the project	10	9	8	8	8
How will your team incorporate the existing From the Ground Up Community Garden and potential future expansion in project design	10	9	9	9	9
Describe your teams vision for designing an iconic greenway that recognizes the history of the neighborhood, revitalizes and reconnects the area, and serves as a community destination.	10	10	6	7	7

Describe your teams vision and inspiration for the public art, early learning, and cultural heritage goals of the project.	**10**	**10**	**9**	**9**	**8**
Provide examples and roles of similar iconic projects team members have previously worked on.	**10**	**10**	**8**	**9**	**9**
Total(s)	**200**	**195**	**162**	**178**	**170**
Rank		1	4	2	3

FIRM NOTES (if any)

Select Search HTWSWPQGF **Tagged** <all>

Subject: **PD 19-20.013 Hollice T. Williams Stormwater Park**
Date: **20200123 @ 11:39**

	Firm ID	Firm Name	POC	Email
1	952661922-01	AECOM Technical Services, Inc.	Srini Krishnaswamy, Sr Vice VP Ann Rhodes	srini.kris@aecom.com ann.rhodes@aecom.com
2	952661922	AECOM Technical Services, Inc.	Jim Mayo, Vice President Ann Rhodes	jim.mayo@aecom.com ann.rhodes@aecom.com
3	952661922-07	AECOM Technical Services, Inc.	Wendy Lopez, PE	wendy.lopez@aecom.com
4	952661922-05	AECOM Technical Services, Inc.	Joe Chapman, PE, CFM	joe.chapman@aecom.com
5	952661922-02	AECOM Technical Services, Inc.	Carlos Garcia, PE	carlos.garcia@aecom.com
6	952661922-08	AECOM Technical Services, Inc.	Daniel Servetas, PE	daniel.servetas@aecom.com
7	952661922-03	AECOM Technical Services, Inc.	Dennis Reece, CEP	dennis.reece@aecom.com
8	952661922-06	AECOM Technical Services, Inc.	David Ryan	david.ryan@aecom.com
9	952661922-04	AECOM Technical Services, Inc.	John E. Lobdell, PE	eddie.lobdell@aecom.com
10	911641772-01	AMEC Environment & Infrastruct	Richard Brown	richard.j.brown@amec.com
11	043682340-01	American Consulting Engineers	Jeffrey Novotny, PE, AICP Leahann Powell, PE	jnovotny@acp-fl.com lpowell@acp-fl.com
12	043682340	American Consulting Engineers	Brian Mirson, PE, AICP Leahann Powell, PE	bmirson@acp-fl.com lpowell@acp-fl.com
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14	570373224-02	Arcadis U.S., Inc.	Leah Martineau	leah.martineau@arcadis.com
15	570373224-00	ARCADIS U.S., Inc. (U.S. Corpo	Monica Dupre	monica.dupre@arcadis-us.com
16	824195994	ArcDMC Sediment Solutions, LLC	Shailesh K. Patel John F. Sawyer	spatel@arcdmcsediment.com jsawyer@arcdmcsediment.com
17	590896138	Atkins North America, Inc. (Pe	David Haight, FAICP Gregory S. Allen, PE	david.haight@atkinsglobal.com gregory.allen@atkinsglobal.com
18	590857184	Baskerville-Donovan, Inc.	Jim Waite Gina Alford-Dickerson Mike Langston, PE	jwaite@baskervilledonovan.com gdickerson@baskervilledonovan.com mlangston@baskervilledonovan.com
19	520884069	CALLISONRTKL INC. -- WASHINGTO	MARC FAIRBROTHER	MARC.FAIRBROTHER@CRTKL.COM
20	452663666	Cardno, Inc. - Lake City	Daryl Thie, PLS	daryl.thie@cardno.com
21	590918189	CH2M HILL, Inc, a fully owned	Daniel Broxson, PE David Stejskal, PE	daniel.broxson@ch2m.com david.stejskal@ch2m.com
22	590918189-01	CH2M HILL, Inc, a fully owned	Daniel Broxson, PE David Stejskal, PE	daniel.broxson@ch2m.com david.stejskal@ch2m.com
23	592232199	Choctaw Engineering, Inc.	Mark Siner Greg Obermier	msiner@choctaweng.com cei@choctaweng.com
24	593472222	Comprehensive Engineering Serv	Arthur Shipley, P.E.	ashipley@cescivil.com
25	592343737-02	Connelly & Wicker Inc.	Rick Welch, P.E. John Lewis, P.E. Tyler Strickland, P.E.	rwelch@cwieng.com jlewis@cwieng.com tstrickland@cwieng.com
26	261308592	CONSTANTINE ENGINEERING INC.	JAMES P. KIZER JR. P.E. JOSEPH E. DOWNEY, JR. P.E.	jkizer@tcgeng.com jdowney@tcgeng.com

27	592073995	DAG Architects Inc.	David C. Luttrell, RA, LEED AP Jack D. Baker, AIA, FCP Ashleigh Voisin	dluttrell@dagarchitects.com jbaker@dagarchitects.com avoisin@dagarchitects.com
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29	050557100	Data Transfer Solutions, LLC	Allen Ibaugh, AICP, GISP, CEO	aibaugh@dtsgis.com
30	593455777	David W. Fitzpatrick, P.E., P.	David W. Fitzpatrick	david@fitzeng.com
31	371004942-02	Dewberry Architects, Inc.	James Beight Mark Scott	jbeight@dewberry.com mscott@dewberry.com
32	371004942	Dewberry Architects, Inc.	Donald White, RA Gerry Guerrero Timothy Smith	dwhite@dewberry.com gguerrero@dewberry.com tsmith@dewberry.com
33	130746510-10	Dewberry Engineers Inc.	Christopher Cirrotti, LEED AP	ccirrotti@dewberry.com
34	130746510-04	Dewberry Engineers Inc.	Kevin E. Knudsen, PE	kknudsen@dewberry.com
35	202563570	DPZ CoDESIGN, LLC	Galina Tachieva Marina Khoury	galina@dpz.com marina@dpz.com
36	591791174	DRMP, Inc.	Erica Jernigan, PE Chad M. Friday, PE, Office Leader Lisa Greene, CPSM	EJernigan@drmp.com CFriday@drmp.com LGreene@drmp.com
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43	861095202	Engineering & Planning Resourc	Bonita Player, PE	bonita.player@epr-florida.com
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57	832702329-01	Genesis Halff, Inc.	Mark T. Llewellyn Sr., PE	mllewellynsr@Halff.com
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60	592355134	Geosyntec Consultants, Inc.	Daniel A. Schauer, PG, CIE	dschauer@geosyntec.com
61	630906620	Goodwyn, Mills and Cawood, Inc	Lee Walters Ashley Morris	Lee.Walters@gmcnetwork.com Ashley.Morris@gmcnetwork.com
62	300133572	Gortemoller Engineering, Inc.	Dexter Gortemoller, P.E. Nate McKinley	dgortemoller@gorteng.com nmckinley@gorteng.com
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70	474769416	Icon Construction Services, LL	Bob Worley, P.E. Bob Worley, P.E.	bob.worley@iconcs.us worley25@cox.net
71	593221706-01	Infrastructure Engineers, Inc.	Ronald Weidler, Jr., PE	rweidler@go-iei.com
72	593601236	Ingenium Enterprises, Inc. - T	James D. Neff	jneff@ingeniumteam.com
73	954081636-01	Jacobs Engineering Group, Inc	Daniel L. Broxson	daniel.broxson@jacobs.com
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83	560885615-04	Kimley-Horn and Associates, In	Debra Preble	debra.preble@kimlley-horn.com

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90	680146861-03	MACTEC Engineering and Consult	David B. Goershel	dbgoershel@mactec.com
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97	562136769-04	McKim & Creed, Inc. (formerly	D. Patrick Jehle, Jr., PE	pjehle@mckimcreed.com
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100	591685550-03	Metric Engineering, Inc.	Jessica Bloomfield, PE Darrel Burnett, PE Dale Cody, PE, PTOE	jbloomfield@metriceng.com dburnett@metriceng.com dcody@metriceng.com
101	591685550-02	Metric Engineering, Inc.	Mariley Perez Douglas K. Cauley Darrel Burnett	mperez@metriceng.com dcauley@metriceng.com dburnett@metriceng.com
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104	591294824	Mott MacDonald Florida, LLC	David Skipper Lauren Gund Steven White	david.skipper@mottmac.com lauren.gund@mottmac.com steven.white@mottmac.com
105	562286871	MRD ASSOCIATES, INC.	Michael Dombrowski, P.E.	md@mrd-associates.com
106	471219942	Municipal Engineering Services	Dale E. Long, P.E., LEED AP William V. Phillips, II, P.E. Robert Williamson	dlong@mesi-fl.com pphillips@mesi-fl.com robwilliamson@hnws-fl.com
107	640671634	Neel-Schaffer, Inc.	Shane Bergin, PE, PTOE	shane.bergin@neel-schaffer.com
108	592241856	Nobles Consulting Group, Inc.	Eric B. Stuart Allen K. Nobles Tamara R. Gray	eric@ncginc.com allen@ncginc.com tamara@ncginc.com
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110	593089125	Preble-Rish, Inc.	Joe A. Rector, Jr., P.S.	rectorj@preble-rish.com

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113	592986466	Reynolds, Smith and Hills, Inc	Tanya Kristoff	tanya.kristoff@rsandh.com
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115	451909667	Scalar Consulting Group Inc.	Paul B. Looney Aniruddha Gotmare Jay Winter	plooney@scalarinc.net agotmare@scalarinc.net jwinter@scalarinc.net
116	540913440-09	SCS Engineers, Florida	Carlo F. Lebron, PE Daniel Cooper, PE Tim Smith, PE	clebron@scsengineers.com dcooper@scsengineers.com tsmith@scsengineers.com
117	721105441	Sigma Consulting Group, Inc.	Jason Lashley Robbie Lear Miles Williams	jlashley@sigmacg.com rlear@sigmacg.com mwilliams@sigmacg.com
118	593215370	Southeastern Archaeological Re	Elizabeth Chambless Jeff Enright	beth@searchinc.com jeff@searchinc.com
119	630710398-02	Southern Earth Sciences, Inc.	W. Trey Wilson Mark Wilson, P.E. Lewis Copeland, P.E.	twilson@soearth.com mwilson@soearth.com lcopeland@soearth.com
120	593730020	Southern Site & Utility Design	Alan M. Miller, P.E. Paul A. Mcleod, Jr., P.E.	ssudalan@gmail.com ssudpaul@gmail.com
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122	112167170-05	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
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125	112167170-06	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
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129	112167170-01	Stantec Consulting Services In	Neal Brockmeier, PE	neal.brockmeier@stantec.com
130	112167170-04	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
131	112167170-03	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
132	112167170-02	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
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135	954148514-00	Tetra Tech, Inc. - Atlanta, Ge	Brian Watson, P.E., P.H, D.WRE	brian.watson@tetratech.com
136	954148514-09	Tetra Tech, Inc. - Bothell, Wa	Robert Donati	robert.donati@tetratech.com
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138	954148514-07	Tetra Tech, Inc. - Cocoa, Flor	Matthew Shelton	matt.shelton@tetratech.com
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Messages sent: **148**

March 2, 2020

Escambia County Office of Purchasing
Matt Langley Bell III Building
2nd Floor, Room 11.101
213 South Palafox Place
Pensacola, FL 32502

Attention: Lawrence A. Gordon, Purchasing Specialist

Re: Request for Letters of Interest
Design & Engineering Services for Hollice T. Williams Stormwater Park; Solicitation Identification Number PD 29-20.013

Dear Mr. Gordon:

Our HDR Pensacola office has been serving Escambia County for over 20 years on transportation and stormwater projects. The opportunity to continue our partnership with Escambia County by providing consulting services for the **Design & Engineering Services for Hollice T. Williams Stormwater Park** project. It is the goal of HDR to provide the County with design and services which exceed expectations.

Integration drives our team's approach: it defines our process for project delivery and resides at the core of how our team is structured and managed. Our integrated approach will combine:

- **Functional Design** of the park spaces, facilities, and infrastructure.
- **Unique and Meaningful Design** that artfully embeds hidden stories into the park's amenities and infrastructure.
- **Sustainable Design** to protect and restore the natural systems and minimize the park's development impact.

The following pages state and answer the selection criteria presented in the referenced solicitation in **Section III: Firms Evaluations and Selection: Selection Criteria** and **Section V: Submittal Requirements: 3. Letter of Interest: Requirements**. Standard Forms 330 Parts I & II and supporting documents, project examples, and resumes of our team members have also been uploaded to http://submittals.myescambia.com/. If you have questions please feel free to contact us at your convenience.

Sincerely,
HDR Engineering, Inc.

Allen Vinson, PE
Project Manager/Project Engineer

John Wimberly, PE
Vice President

Introduction

About HDR

HDR Engineering, Inc. was established in 1917 and has been providing engineering services in Florida for over 40 years. HDR is providing engineering, architecture, environmental, and construction services.

We believe that the way we work can add meaning and value to the world. That ideas inspire positive change. That coloring outside the lines can illuminate fresh perspectives. And that small details yield important realizations. Above all, we believe that collaboration is the best way forward.

We specialize in engineering, architecture, site design, environmental and construction services. While we are most well-known for adding beauty and structure to communities through high-performance buildings, landscapes and smart infrastructure, we provide much more than that. We create an unshakable foundation for progress because our multidisciplinary teams also include scientists, economists, builders, analysts and artists.

Our employees, working in more than 200 locations around the world, push open the doors to what's possible each and every day.



No. 7 Top 500 Design Firms
No. 5 - Urban Design
No. 7 - Landscape Architecture

HDR Pensacola

Our proposed Project Manager, Allen Vinson, PE, is based in our Pensacola office which features a staff of 26 professionals experienced in, stormwater management, roadway design, traffic planning & design, environmental management, water/wastewater, construction management, architectural history, and real estate acquisition services.

Our local staff makes quality service to Escambia County a top priority, and is supported by the extended HDR network. HDR has the in-house resources to serve Escambia County's needs in a timely and responsible manner. Our professional and support staff in the region include landscape architecture, site-civil, environmental, structural, urban & community planners, and transportation engineers as well as environmental scientists, engineering technicians, CADD technicians, construction administrators, and administrative personnel.

Our subconsultant partners, LMJ, SAM, and ISS also specialize in Escambia County and the Florida Panhandle area. ARC will add value to the project through specialized skatepark design services, which they have provided successfully in Florida and the southeast.

With local leadership, national expertise, and a commitment to client service, HDR is a trusted advisor to public agencies and utility organizations across the state and nation.

Letter of Interest Requirements

Proposers shall list all currently active contracts or task orders with Escambia County, Florida and the following relative information.

- Contract or Task Order name
- Current status
- Costs
    - Original cost, to include any change orders
    - Remaining balance

Client/Contract Task Order	Gross Fees (including Subconsultants)	Completion Status	Remaining Balance (including Subconsultants)
Escambia/PD16-17023_Delan_HMGP_Des	$851,150	74%	$220,426
Escambia/AV/Woodlands	$299,638	6%	$287,572
Escambia/AV/Kupfrain Park_DR 097 (on hold)	$73,880	36%	$46,919
Escambia/AV/LakeCharlene DR097	$444,179	88%	$55,204

Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.

None

Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.

None

Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

In today's legal environment, claims and litigation are a reality for any large participant in the construction industry, regardless of performance or merit. When claims do occur, HDR seeks to be proactive and cooperate with our client in reaching a resolution that is fair and reasonable to all. We also value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving other projects. We would take the same position with information regarding our work on your project. If necessary, we would be willing to meet in person with your selection committee with appropriate confidentiality agreements, to discuss the merits or background of past claims. There are no claims or litigation that could impede our ability to perform your project, and HDR has maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

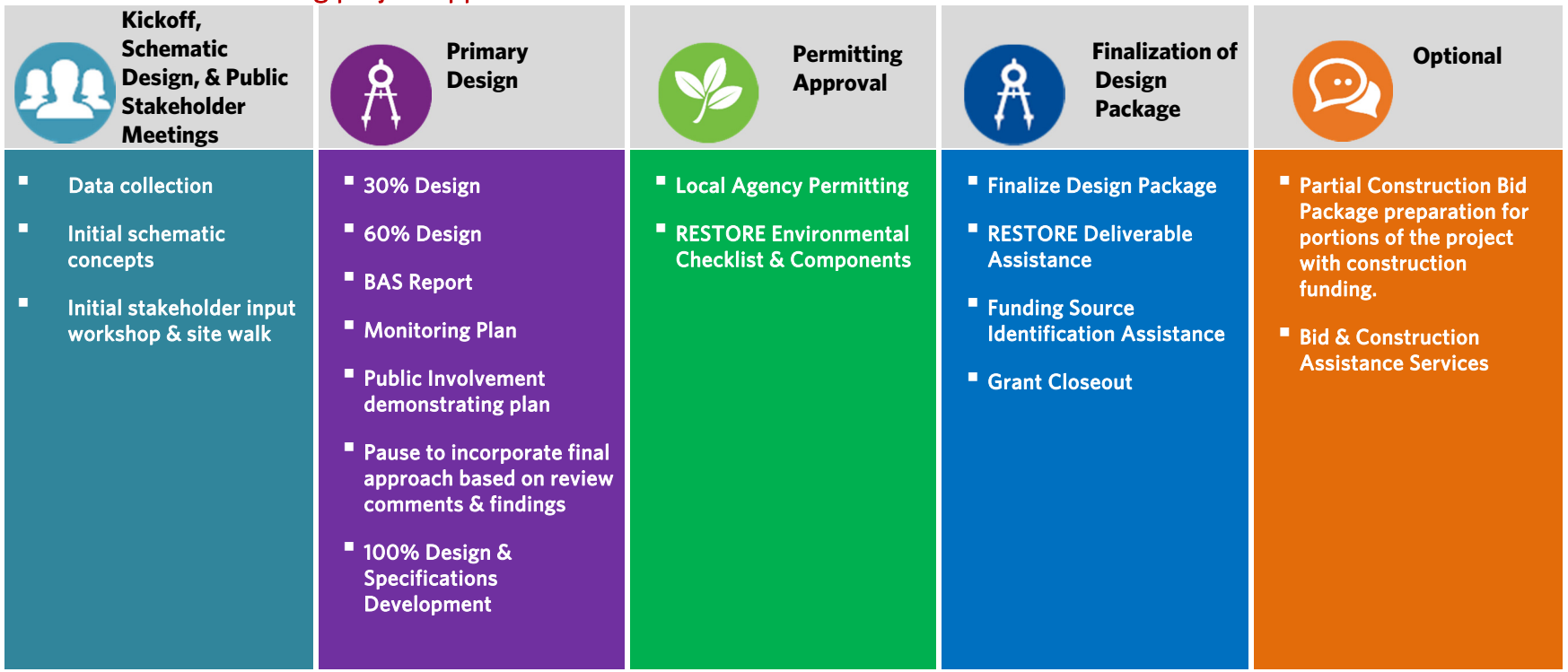
Evaluation Criteria #1— Project Approach – 35 Points

Firm should demonstrate a clear understanding of the project goals and objectives, site history, and significance of the project to the surrounding community. Project is funded by the RESTORE Act Direct Component (Pot 1). Project goals are controlled by terms and conditions of the grant agreement. Ability to meet project specific goals should be considered. Firm should address with their submission a thorough response to the items requested in Section 6 of this SOW.

The following six factors from Section 6 of the SOW demonstrate that the HDR team has a clear understanding of the project goals, objectives and project components. HDR has organized our project approach flowchart following and complementing the terms and conditions of the RESTORE Grant Agreement.

SOW Section 6, Factor # 1:

Provide flowchart showing project approach



SOW Section 6, factor # 2:
Approach to Project Phasing

Project phasing from a design standpoint will follow the flowchart demonstrated in the previous approach factor. It is assumed that this approach factor is intended to cover construction phasing for the project.

Should construction of the HTW Stormwater Park have the need for phasing, it is important to make the following considerations:

1. Does the entire project have the necessary funding for construction? If so, how should the project be constructed?
2. If full funding is not available, are there components of the project that can be constructed while meeting the PRIMARY goals outlined by the County and the RESTORE Grant?
3. If Item 2 is the case, how should future phases of the project be implemented for overall project success?

Item 1 anticipates that full funding would be available for construction. Should this be the case, the project would be constructed in a manner that suits the construction contractor selected for the project. This would result in the best overall bid prices for the project and the shortest overall construction timeframe.

Items 2 and 3 anticipate that partial funding would be available for HTW Stormwater Park. The skatepark and associated community gardens are noted as primary goal of the project. HDR understands through coordination regarding the skatepark that grant funding for construction of the skatepark is already available through a grant acquired by Upward Intuition. The last section of the project approach flowchart includes an optional plan to develop plans and specifications which will provide for a stand-alone skatepark design so that this portion of the project can continue to move forward should funding not be entirely available for construction of the entire HTW Stormwater Park. HDR believes it is important to leverage any funding which is already available for the project, as long as all the primary goals can be met to some extent. For instance, the primary goals of water quality and stormwater attenuation would need to be considered not only for the construction of the skatepark but as a measurable goal for the overall project. Associated recreational opportunities in addition to the skatepark should be considered in order better serve the local community. This approach would be the case should outside funding be available for any other portion or component of the park.

With any portion of HTW Stormwater Park being a stand-alone phase, the overall project design would have to be considered in order to set the site up for future park expansion. Phasing the project further should again consider the primary goals of water quality and stormwater attenuation. Utilizing the large expanses of undeveloped areas beneath I-110 should be considered in the next phases as these areas would provide the greatest opportunities to meet these objectives while providing an inviting connectivity to the developed areas. There would be opportunities in these areas for multiuse recreational fields, diverse landscapes, public art exhibits, and cultural heritage elements. These areas would have the greatest positive sociological impact on the surrounding communities considering the current blank slate while providing the greatest environmental impact on the project. The final phases of construction should provide further connectivity through the HTW Stormwater Park corridor while complementing the existing development in the area with elements such as learning exhibits and recreational areas which cater to all ages such as play and exercise equipment.

HDR will have a committed focus on construction phasing early on in the design, public involvement, and permitting process if the necessary funding is not immediately available to fully implement the HTW Stormwater Park.

SOW Section 6, Factor #3:



Chesterfield Central Park — Chesterfield, MO

Strategy for addressing Project Goals and Objectives

Our team recognizes and appreciates the significant planning and design efforts that have produced the current H.T. Williams Greenway Framework Plan. However, it is important to take a fresh look at the plan to refine the concept based upon input from stakeholders and the surrounding community. We propose a Design Workshop and site walk to provide a forum for ideas and feedback, and a venue for collaborating on refining the concept. The success of the Design Workshop hinges on integrating the creative with the technical, and will include a diverse team of landscape architects, engineers, and graphic artists from the HDR team. The Design Workshop will explore ways to expose and showcase neighborhood character and history, improve functionality, and infuse sustainable concepts.

Following the Design Workshop, preliminary conceptual plans will be developed through an iterative process with Escambia County and the City of Pensacola. The plan will be provided for community input and the team will refine and consolidate the concepts into a preferred conceptual plan, which will be the basis of design.

During the course of each of the tasks above, our team will keep the primary project goals and objectives at the forefront of discussion with both the public, County, and City staff. In order to meet the requirements of the RESTORE Grant, it is important to consistently track the successful implementation of project goals and objectives throughout the design and public involvement process.

SOW Section 6, Factor #4:

Approach to completing the scope of services including data collection, modeling, design, and permitting

Our team has extensive experience in providing the scope of services required for the HTW Stormwater Park project. Site data collection such as survey, utility information, geotechnical investigation, plans for existing development, and an understanding of the existing City and FDOT infrastructure currently in place will be important components in providing the initial schematic design early in the life of the

project. HDR has extensive project experience in working with our subconsultants for survey, geotechnical investigation, and subsurface utility investigation. HDR also works closely with FDOT, Escambia County, and the City of Pensacola on projects in the region. This experience will benefit the project through our data collection efforts.

HDR completed the Pensacola Bay Basin Study in 2007 and the project areas have remained primarily unchanged since that time. HDR is very familiar with the basin study H&H model having utilized and updated the ICPR model upstream of the project area recently for the Delano Area Drainage Improvements project and downstream of the project area to assist the City and other engineering consultants following the April 2014 flood event. Additionally HDR has prepared many projects over the last 20 years for Escambia County including area drainage studies, transportation improvement projects, and stormwater retrofit projects.

HDR Pensacola will be working with our landscape architecture design teams in Atlanta and Jacksonville to develop construction drawings based upon the project concepts following coordination with the County, City, stakeholders and the surrounding community. Our team has extensive experience in providing design services such as stormwater infrastructure for flood control, park planning, and park design including stormwater parks which are highlighted later in this Letter of Interest. HDR is teaming with American Ramp Company to provide design services for the skatepark component of the project. American Ramp Company will provide a custom design for our site, taking input from our local skateboarding community.

Special attention to construction detailing is a hallmark of the HDR team. Details, inspired by the site's physical and historical context will create both functional and aesthetic design solutions. Our team will prepare meticulous, clear, and concise drawings to depict construction details which results in final construction that matches the vision.

HDR has provided solutions in the Water and Environmental Resource field to clients for numerous projects throughout the eastern United States.



Historic Forth Ward Park, Atlanta, Georgia

The following is a partial list of such services:

- Wetland Assessment, Mitigation Design, and Monitoring
- Stormwater Management Facility Design
- Environmental Construction Management
- Modeling Capabilities
- Environmental Impact Statements and Assessments (NEPA)
- Florida Division of Historical Resources Consultation
- Wildlife Inventories Including Protected Species Assessments and Consultation

- Resource Management and Land Planning
- Aerial Photographic Interpretation & Resource Mapping/Geographic Information Systems (GIS)

HDR staff is intimately familiar with regulatory agencies and procedures that may affect development of a project. Among local agencies with which we consistently work include:

- Florida Department of Transportation
- Florida Department of Environmental Protection (FDEP)
- Florida Fish and Wildlife Conservation Commission
- National Marine Fisheries Service
- Northwest Florida Water Management District (NWFWMD)
- Emerald Coast Regional Council
- U.S. Army Corp of Engineers (USACE)
- U.S. Environmental Protection Agency (EPA)
- U.S. Fish and Wildlife Service

We have collaborated with these agencies on project reviews and special topic research, coordinated preliminary project designs and permit applications, and cooperated as a client liaison by interpreting and responding to the jurisdictional request/requirements of any given agency. HDR has also prepared permit applications, carried out field reviews and had other communications with regulatory personnel in Florida. As a company, we are fully equipped to handle any environmental issue, from the routine to complicated one-of-a-kind procedures.

HDR's Pensacola Environmental staff has been a catalyst for maintaining schedule on complex projects such as design-build, major multilaning, unique stormwater retrofits, and coastal restoration. Our staff employs two former FDEP employees. Their prior experience allows permit applications and negotiations to go smoothly as they understand the requirements of the permitting agencies. Furthermore, their in-depth knowledge of the chains of command allow us to effectively communicate with the correct staff at the permitting agencies to expedite the permitting process.

SOW Section 6, Factor #5:

Demonstration of innovative methods for soliciting, assessing, and using community input, comments, and suggestions during project development and for working with diverse stakeholders to achieve Plan Objectives.

As mention previously, the community engagement process will help shape the program and character of the park. A successful community engagement process is also critical for establishing a sense of community pride and investment in the park. HDR will support the County in the community engagement process through the development of workshop materials, presentation materials, attendance at meetings, and meeting minutes.

Public approval can make or break a project. With the elevated level of public scrutiny (especially via social media) comes greater influence, causing many worthwhile initiatives to be delayed or even stopped. However, by aligning project implementation goals and objectives with community relations, we can help avoid these stoppages.

We develop a public outreach strategy that bolsters your reputation, builds a community of support and leverages resources in a meaningful way. Our expertise in current, standard social media options is

always evolving. We consistently monitor usage and adapt project messaging and communication tools to offer the biggest return on investment for the program. Escambia County does an excellent job with providing information and communicating with the public through multiple platforms. We are here to assist with current strategies or implement additional strategies for successful notice to the public.

We know successful outreach is best accomplished through effective, efficient and proactive information dissemination; stakeholder consultation and coordination; timely issue resolution; and staff availability, flexibility and persistence.

SOW Section 6, Factor #6:

Demonstration of successfully implemented dual-use stormwater parks.

The following evaluation criteria demonstrates HDR's performance on similar projects. HDR completed design services for the Historic Fourth Ward Park in Atlanta, Georgia, which is an example of a dual-use stormwater park project which has recently been constructed. Other projects mentioned below have similar components directly related to the plans for Hollice T. Williams Stormwater Park.

Evaluation Criteria #2— Past Record and Performance of the Team – 20 Points

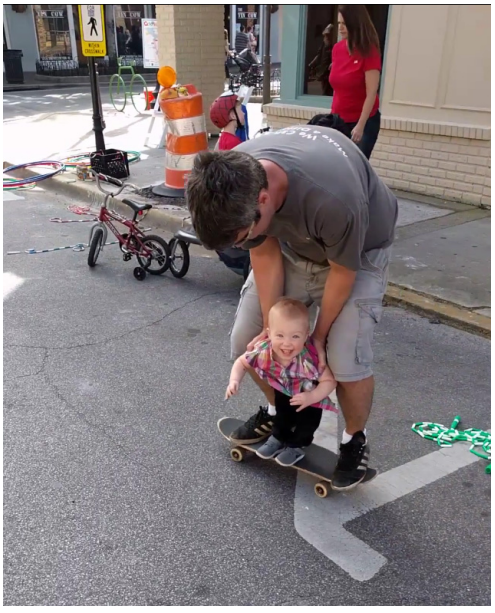
Firm should document past record and performance of the project team working together on similar scale dual-use stormwater park projects which incorporate urban design, adaptive re-use (specifically re-use of transportation infrastructure corridors), nature-scape, recreation, cultural heritage and public art elements. Firm should document successfully implemented similar scale projects. Consultant evaluations should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County and City of Pensacola should not be considered a prerequisite for selection. A positive record of performance should be demonstrated within the firm's submittal.

Our Experience

At the heart of vibrant communities are the public spaces that foster inclusion and participation and make each community unique. We create inspired places to reinforce civic pride and engagement, in both small, rural communities and large cities. Whether a community park, library, retail destination, fire station or performing arts center, we always seek a shared idea, rooted in a specific community, to guide our design. We listen to the vision of the community to resolve complex functional and operational requirements through deceptively simple landscape and architecture.

HDR's landscape architecture team has significant experience in the planning and design of successful, projects of similar size which have transformed local communities. Experience includes dual-use stormwater park projects as well as projects located below elevated transportation facilities.

The following pages include a sampling of these projects including performance indicators and client contacts.



HDR employee Kevin Poole, an avid skateboarder, preparing for the highly anticipated skatepark.

HISTORIC FOURTH WARD PARK

Client: ***Atlanta BeltLine, Inc.;*** *Atlanta, Georgia*





SIZE
5 acres

BUDGET
$23 Million (Construction)

COMPANY ROLE
Prime Consultant

REFERENCE
Atlanta BeltLine, Inc.
Kevin Burke, Sr. Land. Arch.
☎ 404.477.3637
kburke@atlbeltline.org

AWARDS AND RECOGNITION

Overall Excellence in Smart Growth (2013)

Innovation and Achievement in Sustainability, U.S. EPA

Project of the Year (2013)

Awards of Excellence, ULI

Honor Award (2011)

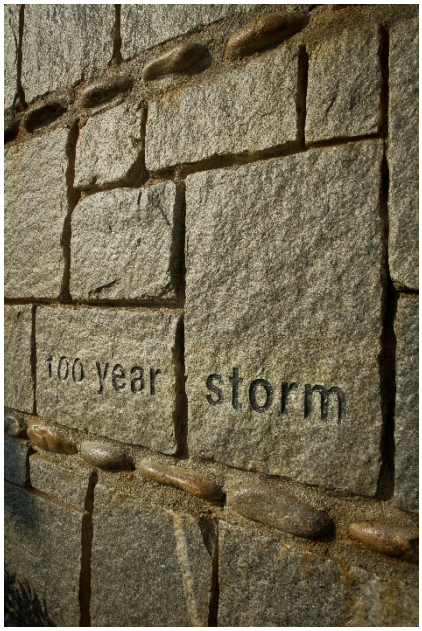
Engineering Excellence Award, ACEC

Award of Excellence (2011)

Atlanta Urban Design Commission

Located in a lowland area, the urban watershed of the Clear Creek Basin that sits at the heart of Atlanta's historic Fourth Ward was subject to intermittent flooding and sewer overflows during storm events. HDR was hired to plan and execute the design for the first 5 acres of the Historic Fourth Ward Park, which included the stormwater detention pond and surrounding aesthetic features.

With stormwater flowing into the pond from its four sides, we designed distinct artistic features for each side, including a step down channel, a water wall with sculptural elements, a tunnel to bring water into the pond, and subsurface water discharges into a dry stream bed. The park was the first component of what will be a 22-mile BeltLine Greenway, described as the most comprehensive economic development effort ever undertaken in Atlanta.



Low Line Concept Design

Client: ***BCD Council of Governments;*** *North Charleston, SC*



COMPANY ROLE
Prime Consultant

REFERENCE
BCD Council of Governments
Sharon Hollis, AICP
Principal Planner
BCD Council of Governments
☎ 843.529.0400
sharonh@bcdcog.com

In 2019, HDR developed a concept design for Low Line Park which is located within the I-26 corridor between Mount Pleasant Street and Line Street in Charleston, SC. The Park extends approximately one mile under the interstate and covers roughly 28 acres. A bus rapid transit alignment and bicycle/pedestrian path was designed to follow an historic railroad right of way for the entire length of the park. Stormwater is captured from adjacent properties and the roadways above before it is treated within the landscape and becomes a centerpiece for the Outdoor Classroom and Skate Park. More than a dozen accessible pedestrian connections will link neighborhoods to schools, parks, and commercial areas along the transportation corridor. Programmed spaces celebrate the history of Charleston and include a variety of activity zones and gardens throughout the park.

Chesterfield Central Park

Client: City of Chesterfield; *Chesterfield, Missouri*





PROFESSIONAL SERVICES

Master Planning Presentation Graphics Public Participation Design Development Construction Documents Cost Estimating Implementation Phasing Construction Administration

PROJECT DATES

2009-2012

PROJECT COSTS

$16 Million (Construction Cost)

KEY TEAM MEMBERS

Robert Bryant (Project Manager) David West (Sr. Landscape Architect) Ryan Healan (Landscape Architect) Yoon Lee (Project Designer)

CLIENT REFERENCE

City of Chesterfield
Mike Geisel, Dir. of Planning and Public Works
☎ 636.537.4769
mgeisel@chesterfield.mo.us

CLIENT SATISFACTION

"The City of Chesterfield authorizes and supports the ASLA project award application for the Chesterfield Central Park Improvements. Given the extremely positive impact this project has had on our community, I hope it is judged as favorably as we have received it."

— Mike Geisel, Dir. of Planning and Public Works, City of Chesterfield

Chesterfield Central Park is a 38-acre passive park site surrounded by an existing YMCA, County Library and a mixture of proposed office/residential developments. HDR was hired to create a $16 million park that physically connects various land uses, provides recreational opportunities to diverse user groups and demonstrates how stormwater management can be developed as a functional amenity. The park incorporates a variety of trails, including a stream walk which meanders between two re-circulating water channels through an old-growth forest with native understory planting.

The central feature of the park is a 2,000 seat amphitheater overlooking a flood- control lake. The amphitheater includes a variety of seating opportunities from fixed stadium style seats to flat grassy terraces. The project's intricate construction detailing includes stone seat walls, brick and stone plaza spaces, and lush plantings.

The park connects to a regional greenway that HDR designed along an adjacent riparian corridor with coordination from the City of Chesterfield and the U.S. Army Corps of Engineers. The trail is located along Chesterfield Creek and provides a critical link between Central Park, residential areas and the Missouri River.

AWARDS AND RECOGNITION

2013 Georgia ASLA Merit Award

RADIO PARK

Client: Truman Development; *Calgary, Alberta*







SIZE
10 acres

BUDGET
$15 million (estimated construction)

COMPANY ROLE
Prime Consultant

REFERENCE
Civic Works David White
☎ 403.201.5305
david@civicworks.ca

HDR is recently completed preliminary design of Radio Park, a destination urban park within a 96 acre high density mixed use private development in Calgary, Alberta. The park, which is modeled after Historic Fourth Ward Park, fully integrates people spaces with stormwater infrastructure and the natural landscape. The park is designed to include multi- functional attractions and events that draw people, days and evenings, all year long. HDR is provided both engineering and landscape architectural services to assure a functional, creative, and fully integrated park and stormwater facility.

PROJECT RELEVANCE

Multi-discipline Collaboration Artistic Infrastructure Stormwater Management creative Design

Large Public Urban Park

City of Calgary Parks and Water Resources Collaboration

Stormwater Features as Amenities

Public Outreach

AWARDS AND RECOGNITION

2019 Georgia ASLA Honor Award

RODNEY COOK SENIOR PARK

Client: ***The Trust for Public Land;*** *Atlanta, Georgia*



SIZE
16 acres

BUDGET
$30 Million (Construction including DWM work)

COMPANY ROLE
Prime Consultant

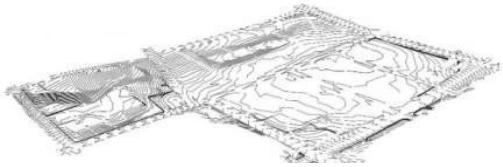
REFERENCE
Trust for Public Land
Jay Wozniak
☎ 404.873.7306
jay.wozniak@tpl.org

PROJECT RELEVANCE
City of Atlanta collaboration Artistic Infrastructure Neighborhood involvement PATH Multi-use trail edge.

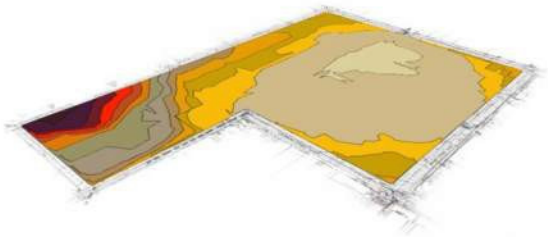
AWARDS & RECOGNITION
2019 Georgia ASLA Award of Excellence

Modeled after the recent successes of Atlanta's Historic Fourth Ward Park, this pivotal project represents a collaborative design effort between The Trust for Public Land, the City of Atlanta Department of Parks and Recreation, the City of Atlanta Department of Watershed Management, The National Monument Foundation and most importantly the community.

Cook Park is designed to seamlessly integrate functional engineering features within a programmed park space. Park amenities provide visitors of all ages and abilities with ways to gather, connect and enjoy nature.



EXISTING TOPOGRAPHY



SLOPE ANALYSIS



PROGRAMMING DIAGRAM

Riverfront Skate and Bike Park

Client: ***Forth Smith;*** *Fort Smith, Arkansas*



COMPANY ROLE

Prime Consultant

REFERENCE

Trust for Public Land Jay Wozniak
☎ 404.873.7306
jay.wozniak@tpl.org

American Ramp Company provided Design and Construction Services to create this cutting edge AllWheeled facility that incorporated both Skate Park and Bike park amenities into one destination. There are four major sections to this park but by far two of the favorites are the skatepark and the connected asphalt pumptrack. We also created some unique local features including a large skateable Arkansas and a rideable arrow sticking out of the skatepark!

At the grand opening we had 2,000 people in attendance and the park continues to be a successful and fun action sports park for the community.

Evaluation Criteria #3— Experience & Technical Expertise of Team & Individual Team Members – 40 Points

Experience and Technical Expertise of Team and Individual Team Members with Stormwater Park Engineering and Design, Stormwater Treatment, and Environmental Permitting, Skatepark Engineering and Design, Landscape Architecture including urban nature-scape design, and Urban Design with key specialization in public art planning and design incorporating cultural heritage.

Experience with stormwater park engineering and design, stormwater treatment, and permitting requirements, skatepark design, landscape architecture, and urban design, including cultural heritage, public art and nature-scape design and transportation infrastructure adaptive re-use projects should be considered. Experience successfully designing and permitting similar scale dual-use stormwater parks, skateparks, and public spaces with integrated public art, cultural heritage, urban nature-scape and recreational elements should be a key consideration. Firm should document previous completion of any successful similar scale projects.

Qualifications of the firm and individual team members who will be working on this project shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as "primary" shall be considered as minimum criteria. Disciplines identified by GSA codes as "secondary" shall not be considered as minimum qualifications. Expertise in these secondary disciplines should generally result in higher scores. Firm should document technical expertise of the team, individual team members working on this project, and the amount of time that each team member will contribute. Only team members who will have considerable involvement in this project should be considered for their experience and technical expertise. An estimate of the number of hours that each proposed team member will contribute toward this project should be provided. Firm should document their experience and technical expertise for the subtasks found in Sections 4 and 5 of this SOW.

Project Team

Integration drives the HDR team. This is the basis of our approach to design, defines our process for project delivery, and lies at the core of how our team is structured and managed. Our team has considerable Stormwater Park experience, including the design of Historic Fourth Ward Park in Atlanta, Georgia, one of Atlanta BeltLine's most successful projects. As shown in our project pages, this signature project reflects our integrated approach to design—it required a significant, coordinated blending of disciplines, including civil engineering, landscape architecture, structural engineering and artist. These are also the same disciplines that will play a critical project role in the Hollice T. Williams Stormwater Park project.

The following staff will manage and execute work for this contract with our Pensacola Office as the lead, which provides consulting services for Escambia County a daily basis.

Our subconsultant partners, LMJ, SAM, and ISS are local and trusted advisers. The experience of ARC will add value to the project through specialized skatepark design services.

The success of any project depends on the technical expertise and management capabilities of the Project Manager. ***The project will be led by Allen Vinson, PE.***



Allen Vinson, PE [HDR]

Project Role – Project Manager | Civil Engineer (Roadway/Drainage) | Cost Estimator
Company Role – Project Manager

Mr. Vinson has completed many projects for Escambia County and FDOT District 3. He has over a decade of experience in providing Escambia County studies, analysis, and engineering design.

Allen will be responsible for the overall management of the contract including cost, schedule, and technical quality. He has over 14 years of experience in transportation design, utility coordination, specifications/contract documents, and plans preparation. His engineering design responsibilities have included major roadway and drainage projects including intersection design, widening projects, RRR projects, and intersection safety improvement, drainage studies, and drainage infrastructure projects. He has extensive experience with Autodesk and Microstation products.

HDR Tenure: 14 years | Industry Tenure: 14 years



Robert Bryant, PLA, AICP, LEED AP® [HDR]

Project Role – Design Lead | Planning | Landscape Architecture | Community Involvement
Company Role – Site Design Practice Lead | Atlanta, GA

Robert "Robby" Bryant is a landscape architect and urban designer with over 25 years of experience specializing in the design of public spaces, many of which combine the functional use of stormwater to create artistic design elements. Robert was the project manager for the Atlanta BeltLine's immensely successful Historic Fourth Ward Park, where he worked with a multi-disciplinary team to resolve complex stormwater engineering issues with an eye toward designing an award-winning open space.

HDR Tenure: 17 years | Industry Tenure: 25 years



John Wimberly, PE [HDR]

Project Role – Project Principal
Company Role – Vice President, Pensacola Managing Principal

Mr. Wimberly has 21 years of professional experience including 20 years with HDR. He has managed large complex transportation projects for FDOT District 3 including multiple PD&E studies, roadway multilaning projects, roadway rehabilitation projects, stormwater master plans and public involvement efforts. His technical background also features transportation planning and stormwater management. Mr. Wimberly's broad based experience allows him to introduce innovative solutions and anticipate issues.

HDR Tenure: 21 years | Industry Tenure: 21 years



Carol Worsham, PLA, AICP, LEED AP® [HDR]

Project Role – Quality Assurance
Company Role –

Ms. Worsham is a vice president and managing principal for HDR's Northeast Florida operations. In her role as managing principal, Ms. Worsham is responsible for business development, staffing, quality assurance and project management. Her 35 years of experience include landscape architecture, streetscape and regional recreation master plans She has expertise in land development planning and permitting.

HDR Tenure: 35 years | Industry Tenure: 41 years

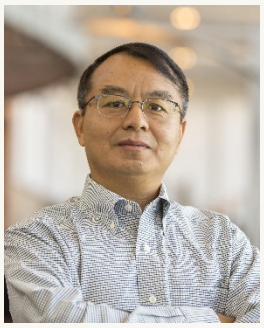


Phillip Walker, PE [HDR]

Project Role – Civil Engineer (Roadway/Drainage) | Stormwater Handling & Facilities
Company Role – Transportation Engineer

Mr. Walker completed several projects for Escambia County and FDOT District 3. He has experience planning and designing stormwater management systems, H&H modeling, environmental permitting, and plans preparation at the state and county levels. He has prepared drainage studies, drainage design documentation, roadway plans, signing and pavement marking plans, and traffic control plans. He is proficient in using the latest CADD programs with emphasis on developing design solutions using Microstation, GeoPak, ICPR v3 and v4, ASAD v3, as well as introductory training with AutoCAD.

HDR Tenure: 4 years | Industry Tenure: 4 years



Frank Fu, PE [HDR]

Project Role – Civil Engineer (Drainage)
Company Role – Senior Drainage Engineer

Mr. Fu has more than 25 years experience in drainage design for transportation and land development projects both in public and private sectors including FDOT and Escambia County. He has an outstanding background and expertise in water resources and hydraulic analysis planning and design stormwater management systems and hydraulic structural design. Frank's experience in hydrologic and hydraulic analyses includes using TR-55 SWMM adiCPR Ponds and HEC-2/HEC-RAS. His projects often demand multidiscipline expertise: including: hydrologic/hydraulic modeling and environmental permitting; roadway geometrics and safety requirements; groundwater and tailwater conditions with respect to protection of the road base and/or need for underdrains; hydraulic gradeline performance; Right-of-Way constraints.

HDR Tenure: 11 years | Industry Tenure: 25 years



Mary Morgan, PE [HDR]

Project Role – Planning
Company Role – Senior Traffic Engineer/Project Manager

Ms. Morgan has managed and worked on a wide variety of both public and private sector projects throughout the Southeast. These projects include feasibility studies, multi-modal studies, safety studies, transportation impact analyses, roundabout analyses, alternative intersection analyses, university master plans, downtown studies, parking studies, school circulation studies, and concurrency analyses.

HDR Tenure: 2 years | Industry Tenure: 15 years



Cory Wilkinson, AICP CEP [HDR]

Project Role – Environmental Planning | Community Involvement
Company Role – Senior Urban Planner

Mr. works closely with FDOT District 3; Bay, Escambia and Okaloosa Counties; the Emerald Coast Regional Council; and the local Transportation Planning Organizations. His experience focuses on environmental science and planning as supported by a Master of Science in Environmental Science, and a Master of Business Administration. He holds certification from the American Planning Association American Institute of Certified Planners as a Certified Environmental Planner. In addition, Mr. Wilkinson has completed Federal Highway Administration training for the National Environmental Policy Act, the National Historic Preservation Act, and Section 4(f).

HDR Tenure: 12 years | Industry Tenure: 22 years



Josey Walker, PWS [HDR]

Project Role - Environmental Scientist
Company Role – Senior Environmental Scientist

Mr. Walker has over 18 years of experience and received his Masters in Environmental Planning and Management from Louisiana State University. He was previously a Supervisor of the Wetlands Program at the Florida Department of Environmental Protection. He has experience in review, management, and analysis of environmental impacts from dredge and fill projects and preparation of permits with associated mitigation proposals. Mr. Walker also has in-depth knowledge of Florida Statutes and Administrative Code.

HDR Tenure: 13 years | Industry Tenure: 17 years



Jeff Crigler, PE [HDR

Project Role – Environmental Engineer
Company Role – Project Manager

Mr. Crigler has over 25 years of experience in water and wastewater engineering. He has experience in design permitting cost estimating and construction inspection of a wide variety of water and wastewater projects including water distribution and wastewater collection systems reclaimed water distribution systems wastewater lift stations water treatment plant improvements wastewater treatment plant improvements and master planning.

HDR Tenure: 13 years | Industry Tenure: 25 years



David West, PLA [HDR]

Project Role – Cost Engineer/Estimator | Landscape Architecture
Company Role – Senior Landscape Architect

Mr. West is a Georgia registered professional landscape architect with over 26 years of experience covering a broad range of urban design, landscape architecture and historic preservation projects. Past projects consist of downtown streetscapes and façade studies, historic properties, stormwater park, garden, and recreation plans, facility site and development plans, commercial, mixed-use, single family and multi-family residential developments and graphic presentations.

HDR Tenure: 4 years | Industry Tenure: 26 years

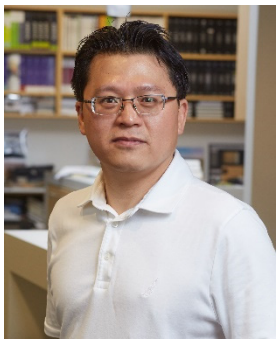


Ryan Healan, PLA [HDR]

Project Role – Landscape Architect
Company Role – Landscape Architect

Mr. Healan is a registered landscape architect with over 19 years of experience. His experience covers a wide variety of projects including stormwater parks, greenways, active recreation parks and streetscapes. Ryan is primarily involved in the development of construction documents, master plans, permitting, cost estimating, plan graphics, and planting designs.

HDR Tenure: 17 years | Industry Tenure: 19 years



Yoon Lee, LEED AP BD+C [HDR]

Project Role – Landscape Architect
Company Role – Landscape Design Coordinator

Mr. Lee has 23 years of experience specializing in park planning and design and multi-use trail development. Yoon's background in both architecture and landscape architecture strongly influence his impressive design ability. He works closely with engineers, architects and planners to design projects that achieve positive environmental, social/behavioral and visually aesthetic outcomes. He has served as lead designer on several of HDR's award winning park and trail projects, including Historic Fourth Ward Park and Chesterfield Central Park. His creative involvement largely contributes to the success of our projects due to his ability to clearly illustrate design intent and innovative ideas to clients and stakeholders.

HDR Tenure: 14 years | Industry Tenure: 23 years



Sunshine Bullock, PLA [HDR]

Project Role – Landscape Architect
Company Role – Landscape Architect

Ms. Bullock is experienced in landscape architecture, recreation planning, campus master planning, and residential master planning. She is a registered professional Landscape Architect with the State of Florida and certified as an FDOT Landscape plan reviewer.

HDR Tenure: 16 years | Industry Tenure: 19 years

Subconsultant Partners

Larry M. Jacobs & Associates, Inc. | Geotechnical Engineer

LMJ is a veteran-owned small business that provides professional geotechnical engineering, drilling, and testing services. They are a locally established firm that has been in operation longer than any other geotechnical/testing firm in the area.

LMJ is founded on the experience, knowledge, and strengths of each employee, and we are dedicated to responding to the needs of our clients with 40 years of service and over 6,500 successfully completed projects. Our construction materials testing services go beyond your typical testing lab. We believe that smarter testing is a valuable tool that saves time and money and results in better construction, Some of the services we provide include but are not limited to; Compaction Testing, Soil & Aggregate Testing, Concrete Testing, Construction Inspections, Pile Load Testing, Pile Installation Monitoring, Pile Hammer Analysis, Asphalt and Concrete Coring, Asphalt Density, and Erosion Control Inspections. LMJ has testing labs in Pensacola and Fort Walton Beach, Florida and maintain a wide range of certifications and qualifications.

LMJ maintains a wide range of certifications, accreditations, and qualifications and an internal quality control program in accordance with the American Associate of State Highway and Transportation Officials (AASHTO) and the American Society for Testing and Materials (ASTM). We also provide a wide range of Nondestructive Testing (NDT) services and have personnel certified in accordance with the American Society of Nondestructive Testing (ASNT). Our NDT services include liquid penetrant testing, magnetic particle testing, ultrasonic testing, Ground Penetrating Radar (GPR) and visual testing. LMJ staff are members of national, state, local and professional organizations, and play an active role in our local community.



Keith Jacobs, PE [LMJ]

Project Role – Foundation/Geotechnical Engineer | Soils Engineer
Company Role – Project Manager

Mr. Jacobs has extensive experience in the area of geotechnical engineering. He is an accomplished project manager having managed both small projects and large, multi-year projects. His experience includes planning and executing subsurface explorations; analysis and design of geotechnical engineering problems including shallow and deep foundations, flexible and rigid pavements, stormwater management systems, retaining walls, various types of pile foundations, groundwater control, preloading of subsurface compressible soils, bridges, mast arm poles, etc. Keith has analyzed pile load test data to certify pile foundations, analyzed settlement and differential settlement of structures, analyzed the stability of slopes, and has evaluated existing structures such as settled buildings and failed pavement.

Tenure: 16 years | Industry Tenure: 18 years

Surveying and Mapping, LLC (SAM) | Surveying

As of July 1, 2018, Nobles Consulting Group, Inc., a leading provider of professional services in the AEC industry across the Southeast, is now operating as part of SAM Companies.

NCG, offices in Pensacola, Niceville, Chipley, and Tallahassee, joined SAM's existing Orlando office for a total of five offices in the state of Florida. All employees of NCG became part of SAM and began operating in Florida as part of SAM Surveying and Mapping, LLC®. NCG Founder and President Allen Nobles and his existing management team joined the SAM management team in leading SAM's continued growth and expansion.

The SAM companies are comprised of Surveying And Mapping, LLC (SAM, LLC), SAM-Construction Services, LLC (SAM-CS), and So-Deep | SAM NC, Inc., a local entity that allows SAM to provide surveying and mapping services in the state of North Carolina. In 2016 SAM acquired So-Deep, Inc., a company providing Subsurface Utility Engineering and surveying services and having offices in the Midwest and Southeastern United States. At the end of 2017 SAM, LLC and So-Deep, Inc. were formally merged and now provide services as a single company, Surveying And Mapping, LLC (SAM, LLC).



Eric Stuart, PLS
[SAM]

Project Role – Land Surveyor
Company Role – Survey Project Manager

Mr. Stuart is a graduate of Troy State University with a B.S. in Geomatics and has experience in Surveying since 1999. He is presently the Branch Manager of SAM's Pensacola and Niceville offices and is responsible for the training and supervision of field and office staff. Mr. Stuart is experienced in processing topographic data, GPS data, and LiDAR data and is proficient in AutoCad Civil 3D, CAiCE, Electronic Fieldbook (EFB), Carlson SurvCE, Leica and Trimble GPS softwares, and TerraScan LiDAR software. Mr. Stuart is also proficient in the performance of field data collection with Robotic total stations and GPS.

Tenure: 16 years | Industry Tenure: 19 years

Infrastructure Specialty Services, Inc. (ISS) | Subsurface Utility Exploration (SUE)

Incorporated in 2012, ISS Inc. is family owned by Tammy and Kirk Kassebaum. The ISS staff have been in the infrastructure rehabilitation business for over a decade.

ISS specializes in the rehabilitation and renovation of aged bridges, stormwater ponds and systems, and sub-surface utility excavation & location. We offer Geographic Mapping services to locate, document and update your CMMS system.

ISS is able to provide professional construction management consulting and design-build services, permitting, and building environmental services.

ISS has relationships with local and national engineering firms to solve any problem.



Kirk Kassebaum [ISS]

Project Role – Subsurface Utility Exploration [SUE]
Company Role – Survey Project Manager

Mr. Kassebaum is a Florida Certified General Contractor specializing in Civil Construction. He is a graduate of George Mason University with a B.A. in Public Affairs. Kirk is a FLDEP Qualified Stormwater Management Inspector and NRMCA pervious concrete technician.

He is presently the Operations Manager of ISS and is responsible for field operations. ISS Inc. currently operates the most technologically advanced GPR unit available on the open market today. A true 3 frequency radar head with a 5cm GPS locator, offering the ability to provide accurate X, Y and Z coordinates.

Tenure: 6 years | Industry Tenure: 13 years

American Ramp Company (ARC)

Over the last 20 years ARC has built parks in every US State and in 40 countries throughout the world. With the belief that every kid in every community should have access to a fun and safe place to skate ARC offers every skatepark solution. Whether it's a community with a limited budget needing an above ground park or a multi-million dollar in ground concrete park ARC has an experienced team to make it happen.

ARC is excited that a skatepark facility has been decided upon as the best way to provide a service for the community. As we looked through the County's Request for Letters of Interest, we have indicated the expressed goals and priorities that we will successfully implement.



Tito Porrata, [ARC]

Tito Porrata, of our subsidiary Pivot Custom Designs, will lead ARC's efforts for this portion of the project. Not only is Tito proficient in holding public meeting, skatepark design, project management, aesthetic enhancements, advocate support, and implementing art in public environments, he has been an avid skateboarder since 1986. He has assisted with the design and construction of over 70 skateparks.

Notable Projects include:

- Lot 11 Skate Park- Miami, FL
- Gulfport Skate Park-Gulfport, FL
- Holmes Beach Skate Park – Holmes Beach, FL
- Reem Island Skate Park- Abu Dhabi, UAE
- Festival Fields Skate Park, Avondale, AZ
- Autrey Skate Park, Superior, CO

Additional technical expertise of firm and individual team members is documented in the SF 330 forms, Part 1, Sections D & E

Evaluation Criteria #4— Ability to Meet Project Specific Schedule & Be Readily Accessible – 5 Points

Project schedule is determined by the terms and conditions of the grant agreement. Firm should demonstrate their understanding and need for flexibility to meet the project and grant schedule. Project team members should be readily accessible to avoid unnecessary delays in the project schedule. Firm should demonstrate how their team will be readily accessible and be able to quickly respond to the County and City.

The experience, education, and qualifications of staff assigned to this project are detailed on the included staffing plan. Our plan includes engineers, scientists and landscape architects needed to address all of the identified practice areas. With access to 26 professionals in Pensacola, supplemented by expert staff in Atlanta and Jacksonville for this specific project and more than 500 professional and technical staff in Florida, ***we have the unique ability manage and execute work for this Contract from our Pensacola office***. Our data collection teaming partners are all local so if a need arises for additional information during design or construction, our team has the ability to respond quickly.

Company-wide support to the project will be provided as needed to meet schedule and technical demands. HDR internally shares assignments among staff members to ensure a constant work flow for that staff while also maintaining the capability to immediately respond to client workloads with qualified staff. It has been a system successfully used with Escambia County that provides responsiveness without excessive delays to scheduled deliverables.

HDR's involvement in both design and construction and the wide ranging experience of our expert team places us in a position to accurately access construction costs, which is critical to project planning.

Proposers shall include any additional information to represent your firm for consideration—

HDR's DESIGN PHILOSOPHY

Project success will be achieved through integration—integration of team disciplines, integration of design components, and ultimately, the integration of the HTW Stormwater Park.

Integration is simple in concept, but difficult to achieve; it requires experience, communication, and attention to detail. The HDR team has a proven history of integrated design, and will apply this approach to create another signature project for Escambia County.

As mentioned earlier in our cover letter, the following design goals will guide our process and design decisions. These individual goals, when executed in concert, provide an integrated approach that addresses function, context, character, and sustainability.

1. Develop a functional design that thoughtfully blends a diversity of uses, addresses safety, and produces durable park elements.
2. Create meaning and unique character by blending art with functional park elements.
3. Implement sustainable design solutions that improve the site's natural systems and minimize the park's development footprint.



SPECIAL DESIGN TOOLS

ART

Our team emphasizes the role of art. HDR's Landscape Architects will work throughout the design process to reveal the stories and hidden life of HTW Stormwater Park. A key aspect of our project approach is functional art—instilling meaning and artistic design into functional park elements, such as integrated stormwater handling, playground features, garden spaces, and seating areas.

PLANTING

Our project team will use planting design as a tool to frame, delineate, and establish character and circulation patterns for the park. The design will provide a diversity of species that draws heavily upon plants that are native to the region. Plantings will be designed to be effectively maintained, within a limited maintenance budget.

DRAINAGE AND GREEN INFRASTRUCTURE

Drainage design and Green Infrastructure will be a collaborative effort between the landscape architects and engineers to integrate the functional and creative. We see the potential to address stormwater treatment through bioretention, soils based systems, and pervious pavement.

SUSTAINABILITY

Our team will work closely with Escambia County determine appropriate sustainable initiatives for HTW Stormwater Park. The team's landscape architects, environmental scientists and engineers will work together to restore, improve and protect natural systems within the park. These protection and restoration efforts begin with initial concept design, but most importantly continue through construction observation. The park will be designed to optimize human health and well- being through thoughtful programming and layout that offer a diverse, safe, and meaningful experience. The park will be detailed to use sustainable materials such as salvaged, recycled, and locally sourced materials.



STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

HDR ENGINEERING, INC.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 18 th day of May, 2020, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and HDR Engineering, Inc. , a for-profit [corporation] authorized to transact business in the State of Florida, whose address is 25 W. Cedar Street, Pensacola, Florida, 32502, and whose Federal tax identification number is 47-0680568 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: HDR Engineering, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Terri Berry, Environmental Project Coordinator, Natural Resource Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for Hollice T. Williams Stormwater Park (Planning/Design)

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 2020/2021 in the amount of One Million, Four Hundred Twenty-Three thousand, Four Hundred Fifty-Seven dollars and Thirty-Seven Cents. ($1,423,457.37).

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 19-20.013, Hollice T. Williams Stormwater Park (Planning/Design) and as represented in the Consultant's Letter of Interest response to PD 19-20.013, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $ 1, 423,457.37.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Million, Four Hundred Twenty Three thousand, Four Hundred Fifty Seven dollars and Thirty Seven Cents. ($1,423,457.37). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:
HDR Engineering, Inc.
25 W. Cedar Street, Suite 200
Pensacola, FL 32502
Attention: D. Allen Vinson II, PE, CDT

(d) Invoices to the County shall be sent to

Natural Resources Management
3363 West Park Place
Pensacola, Florida 32505
Attention : Terri Berry

(e) Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591
Attention : Janice Gilley

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probing's, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such

ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are

exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claim made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Lawrence A. Gordon, Purchasing Specialist, Office of Purchasing, 213 S. Palafox Place, 2ed Floor, Room 11.301 Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and HDR Engineering, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
County Administrator/ Janice P. Gilley

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
HDR Engineering, Inc., a for profit Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
John Wimberly, P.E., Vice President

By: _____
Secretary

Date: _____

SCOPE OF WORK

Design & Engineering Services for Hollice T. Williams Stormwater Park

Escambia County PD #19-20.013

Introduction:

This scope describes planning, design, and engineering services for the Hollice T. Williams Stormwater Park project located in the City of Pensacola, Escambia County, Florida. The project is funded by a RESTORE Grant and will be managed by Escambia County. The project limits include the areas bounded by Wright Street and Maxwell Street, south to north, and the Railroad/Tarragona/Hayne Street South to Hayne Street North, west to east.

Contents:

The following information and tasks are included in this scope of work document:

Assumptions & Conditions

Task 1: Project Coordination

Task 2: Data Collection

Task 3: Public Involvement

Task 4: Design Analysis

Task 5: Plans Production & Documentation

Task 6: Skatepark Design (American Ramp Company, Inc.)

Task 7: Permitting

Task 8: Optional Services

Assumptions & Conditions:

- The project management team for the overall project effort will be Escambia County, the City of Pensacola, and HDR Engineering, Inc. Elements of the effort will be coordinated with this group unless otherwise instructed by Escambia County.
- Design and construction of the project will adhere to the City of Pensacola's design standards, specifications, and land development code. Either the current edition or City-provided edition will be established at project commencement.
- It is understood that the Florida Department of Transportation (FDOT) is aware of the conceptual idea of the project and that site design features proposed can be implemented with limited restrictions and through permit authorizations with FDOT District 3. There is an existing letter of support from FDOT for the project and existing agreements in place which may or may not need to be modified. Only permit authorization support is included in this scope of work. The County or City will provide any existing agreements or R/W language that will need to be considered by the project team, but will be responsible for drafting updated agreements if necessary for the project.
- The following items are not included in this scope of work because the items are not quantifiable at this time. These items may be included under Task 8: Optional Services or be negotiated under a supplemental scope and fee in either case as approved by the County.
    - Easement acquisition or legal descriptions
    - Environmental Site Assessments (ESA)
- The design will involve the calculation of the stormwater pollutant removal efficiency of the stormwater management elements/plan, but does not include water quality testing or monitoring.
- FEMA "No-rise" certification is not part of this scope of work because no parts of the project are located in a FEMA-mapped floodplain.
- Recreational features of the park site such as grassed sports fields will be designed for informal use and will not include items such as fencing, scoreboards, sports lighting, markings, or bleacher-style seating. These items may be included under Task 8: Optional Services or be negotiated under a supplemental scope and fee in either case as approved by the County.
- Public Art, Early Learning, Urban Nature-scape, and Cultural Heritage information will be blended into design elements throughout the project. This includes custom paving patterns, sculptural walls, unique drainage features, landforms, and standard site lighting. Commissioned art, educational, and heritage installations will be conceptually identified but are not included as part of this scope of work. If these elements are desired, then the scope of work proposal would need to be modified.
- Community Garden design is not included in this scope of work; however, the design team will coordinate conceptual-level expansion of the current Community Garden.
- Pool facilities, including splash pad, recreation and competitive pools are not included in this scope of work, but may be included under Task 8: Optional Services or be negotiated under a supplemental scope and fee in either case as approved by the County. Services outlined in this proposal by the splash pad design subconsultant will be only be utilized if this element is determined to be included as part of the work.
- Recreational amenities surrounding Longhollow Pond will only be conceptually designed. If these elements are desired in the final construction document package, then these items may be included under Task 8: Optional Services or be negotiated under a supplemental scope and fee in either case as approved by the County.
- H&H modeling will be based on existing land use and existing models from the Pensacola Bay Basin Study as updated by previous studies and for the current project and subsequent modeling iterations.
- Hydrologic and hydraulic modeling will be performed using Interconnected Channel and Pond Routing (ICPR), Version 4. Existing Land Use and Soil Data used for previous modeling will be retained but updated

in the study area as necessary. FDOT storm tabulations will be used for conveyance system design as needed. The use of other modeling software is not included in this scope of work.

- This scope of work provides for the goal of a design submittal under the RESTORE grant. The scope of work does not provide for major changes to the design following grant agency review. Note that Construction Assistance services are not included in this scope of work and will be negotiated as a supplemental scope and fee at a later date.
- Escambia County will support the project by providing any available survey data, flooding data, area design data, real estate data, and public involvement data. Escambia County will also support the project through co-coordination with the City of Pensacola and the local stakeholders listed herein in determining any limitations of the physical design improvements or physical access to properties for data collection activities.
- Permitting for the project includes SHPO Concurrence, coordination with FDEP regarding the CZMA, and permitting with FDOT. Further requirements of these agencies following the submittal of scoped items may be necessary and could require a supplemental scope and fee depending upon potential requests made by those agencies.
- Per discussion with the City/County, impacts to Railroad rights-of-way will be avoided. Any associated work will be an optional service.
- The City maintenance yard located in the park block north of Cervantes Street will be conceptually designed but will not be surveyed or taken to final design. Any associated additional work will be an optional service.
- It is a goal of the City to protect and utilize existing trees where possible in the site design.
- The scope timeframe associated with Tasks 1-8 is assumed to be 18 months for Phases One, Two and Three as described below. Bid assistance activities assume services for two construction contracts including the 1) Skatepark Contract and 2) the first portion of Park Construction to be determined through project design & coordination.
- Additional construction documentation packages for bidding and construction of future project phases identified during design may be included under Task 8: Optional Services or be negotiated under a supplemental scope and fee in either case as approved by the County.
- It is assumed that permitting and construction of Hollice T. Williams Stormwater Park will be divided into the following Project Phases:
    - Phase One: Skate Park Design – within 6 months of NTP
    - Phase Two: Concept Design for the entire HTW project area included primary public involvement tasks – within 6 months of NTP
    - Phase Three: Contract Document Phases for the project area to be defined by project coordination and cost estimating. – within 12 months following Phase Two.
    - Additional Phases will be identified and prioritized for future design and construction work. These future phases will be coordinated with the Project Management Team and Project Stakeholders.
- It is the intent that the current site uses are to remain as included in agreements between the City and those site users. Additionally, the schedule and fee are based on the location of these current site uses including, but not limited to, the conceptual location of the skatepark provided by Upward Intuition and the current location of the Community Garden.

Task 1: Project Coordination

- Project Management
  - Progress reporting to accompany monthly invoices; assumes 18 months during design
  - Schedule updates & coordination
  - Establish communication protocols for the design team, County and City
- County/City Staff Meetings
  - Staff meetings consider bi-weekly or even weekly for certain periods of design. At a minimum there will be meetings scheduled following phase submittals and prior to public meetings.
- Design Team Coordination
  - Coordination & meetings between team members including design-specific data collection needs with surveyor, geotechnical engineer, cultural resources, and subsurface investigation.
- FDOT Coordination
  - Coordination meetings with the FDOT District 3 drainage design office, structures design office, and potentially the right-of-way office. The permitting task in this scope of work includes the work associated with preparing a drainage connection permit and other permits that may be required such as attaching to or work around structures and access. In addition, agreements may be required for right-of-way use. This coordination will need to address the permits, agreements, and limitations required for successful project implementation.
- Utility Coordination
  - Sunshine One call to determine utility owners and initial coordination to document utility owners who may be affected so that the proper contacts may be established.
  - Provide phase deliverables and coordinate with utility owners during each design phase.
  - Coordinate details with specific utility service providers including but not limited to water and electrical service for the project.
  - 60% design walk-through meeting with utility owners
- Coordination with Potential Vendors
  - Includes coordination with multiple vendors that may provide the design and manufacturing of site elements

Task 2: Data Collection

- County & City Data Collection
  - The County and City will support the project by providing information to support the project including but not limited to GIS data, maintenance data, flooding data, environmental data, and historical public concerns related to the project area.
- Site Visits
  - The project team will require several site meetings in order to verify the data collected under this task, to verify design concepts, and to review design constructability during the course of design iterations. Tree existing tree identification will be included under this task.
- Topographic Survey (SAM, Inc.)
  - See Fee Attachment A
- Geotechnical Investigation (LMJ, Inc.)
  - See Fee Attachment B
- Cultural Resource Assessment Survey (SEARCH, Inc.)
  - See Fee Attachment C
- SUE Data Collection (ISS Global, Inc.)
  - See Fee Attachment D

Task 3: Public Involvement

A Community Engagement Plan will be delivered as the first subtask of Public Involvement. The Plan will included an overview of the Project's Community Outreach Strategy which will include the following elements:

- Quarterly County Website Update - This will be ground zero for all content/outreach efforts
- Project Fact Sheets
  - #1 – Project Introduction and Overview
  - #2 - Update on Progress
  - #3 – Milestones
- Surveys
  - #1 – Public Kickoff - Recreation Amenity Preferences
  - #2 – Public Workshop – Feedback on Concept Design
- Skate Community Meetings
  - Initial meeting will get dialogue started with respect to the stakepark design and will take place on the same date as the Public Kick-off Meeting. This meeting will be led by ARC and attended by HDR.
  - A second meeting will held and led by ARC and attended by HDR with the intent of solidifying the design based on funding availability and previous meeting input. This meeting will take place on the same date as the Public Workshop.
- Public Kick-Off Meeting - This meeting will provide an overview of the project goals and revisit the framework plan along with current site conditions.
- Public Workshop –The public will have an opportunity to provide input and ask questions related to the planned improvements. HDR will assist with preparing statements for the public notice, developing handout material, preparing display boards, and preparing presentation slides. It is assumed that the County will be responsible for advertisement, securing a meeting location, and collecting public input for discussion with the team.
- Public Site Tour – This event will allow community members to meet on site with members of the project team to review preliminary concept drawings.
- Public Design Presentation – HDR will present Design Development Plans to bring awareness of the project status and received input from the public. HDR will assist with preparing statements for the public notice, developing handout material, preparing display boards, and preparing presentation slides. It is assumed that the County will be responsible for advertisement, securing a meeting location, and collecting public input for discussion with the team.
- Stakeholder Interviews (assume 1-2 meetings each). Stakeholders may include but not be limited to:
  - Community Gardens (Innisfree)
  - Upward Intuition (Skatepark Grant)
  - Pensacola Police Department
  - Loaves & Fishes
  - Old East Hill Property Owners Association
  - Eastside Redevelopment Board
  - Adjacent Churches
  - Art Liaison
  - Elected Officials

Task 4: Design Analysis

- Site Design
  - Recreational Opportunities: Identify and characterize existing recreation utilization and develop strategies to expand existing or construct new recreation opportunities based upon components identified in the 2010 Hollice T. Williams Greenway Framework Plan and community input sessions.
  - Community Resiliency: Identify and characterize Hollice T. Williams area vulnerabilities (including flooding, hurricanes, and future development).
  - Public Art, Early Learning, Urban Nature-scape and Cultural Heritage: Incorporate public art, early learning elements, urban nature-scape and cultural heritage of the neighborhood displaced by the interstate overpass into the overall park design including public amenities, hardscape, landscape, and lighting based upon the 2010 Hollice T. Williams Greenway Framework Plan and community input sessions. Identify opportunities for and incorporate iconic public art installations.
  - Urban Revitalization and Connectivity: Regenerate the I-110 interstate underpass area as a primary gateway which provides safe and enjoyable pedestrian and bicyclist paths and linkages to Downtown Pensacola and the waterfront. Incorporate the Framework Plan's three (3) identified integral sections – reflection, connectivity and integration.
  - Skatepark design support will include considerations for the overall stormwater management design, assistance with data collection activities, assistance with permitting activities, and the design of associated facilities such as a restroom building.
- Stormwater Management
  - Stormwater management and H&H design will be modeled using Interconnected Channel and Pond Routing (ICPR) version 4 software by Streamline Technologies.
  - The starting (existing) condition will be the Pensacola Bay Basin Study stormwater model recently updated for the Delano Area Drainage Improvements Project upstream of the project area. The existing condition model will be updated in the local project area based on the data collected for the project.
  - Discuss existing condition with the project team, including the County and City, and establish goals/results format
  - Develop a proposed condition H&H model based on data collection results and design iterations for the project, building on the existing conditions model.
  - Provide modeling iterations in order to optimize the proposed condition based on data collection results. Iterations and analysis of proposed design elements will include the 2-year, 10-year, 25-year, and 100-year suite of storms with durations up to the 24-hour storm event.
  - In order to support the FDOT Drainage Connection permit, iterations and analysis of FDOT storm drain nodes in the area considering the proposed design elements will include the 2-year, 3-year, 5-year, 10-year, 25-year, 50-year, and 100-year suite of storms with durations including but not limited to the 1-hour, 2-hour, 4-hour, 8-hour, and 24-hour durations

- Analyze existing vs proposed conditions for each event with the goal of verifying the pre vs post discharge rate criteria are met for the design events. Comment on the project impacts to flood reduction in the project vicinity.
- Provide maps showing existing and proposed condition sub-basin nodal diagrams and extents of post-condition flooding for each storm event in the project area.
- Provide an H&H narrative report discussing the existing vs proposed condition modeling results and stage results at key locations. Include analysis of upstream and downstream effects.
- Design stormwater management facilities with the overall objective of meeting the project goals of treating/attenuating at least 10 acre-feet of untreated runoff in the project area.
- Establish park program areas which will be allowed to flood for durations agreed-upon by the County and City.
- Design stormwater management detention areas based on data collection results and coordination with the City and County, including open and closed conveyance, low-impact design features, control structures, and existing system connections.
- Design the reconstruction or resurfacing of impacted roadways utilizing either County standard or existing condition pavement designs as applicable.
- Work closely with County to design an adequate vehicular and pedestrian traffic control plan which considers construction zone safety, lane closure, and potential night work associated with local street impacts.
- Prepare a Draft/Final Design Documentation Report to be submitted with the 60%, 90%, and 100% plans deliverables documenting data collection results, modeling results, design decisions, design controls, design backup, correspondence, permitting requirements, construction quantity backup, cost estimates, County/City review comment/response, and requirements of the RESTORE grant.
- Prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project to be included in the plans for Contractor reference.

Task 5: Plans Production & Documentation

- Concept Design
  - Scope definition/programming
  - Update framework plan
  - Order of magnitude cost estimating
  - Public involvement workshop visual aids
- 30% Design
  - See the manhour & fee spreadsheet for plans to be included
  - Develop plan view of all program elements
  - Cost Estimate
  - Public involvement visual aids
- 60% Design
  - See the manhour & fee spreadsheet for plans to be included
  - Stormwater design documentation
  - Draft stormwater permits
  - Outline specifications package
  - Cost Estimate
- 90% Design
  - Same as 60%
  - Additional plan and vendor details
  - Site development plans for stormwater permit package
  - Draft specifications package
  - Cost estimate
- Following 90% design and receipt of review comments the stormwater permits will be prepared and submitted. See permitting task.
- 100% Design
  - Same as 90%
  - Finalized plan details and specifications
  - Finalized cost estimate
  - Bid Package
- Bid Assistance
  - Prepare responses to Contractor questions during advertisement and addenda as required
  - Attend pre-bid meeting
  - Attend bid opening
  - Prepare a bid tabulation of all bids received and provide comments on the results
- Irrigation Design
  - See Fee Attachment F
- Splashpad Design
  - See Fee Attachment G

Task 6: Skatepark Design (American Ramp Company, Inc.)

Note: See Fee Attachment E

- Phase 1- Pre Planning Schematic Design (30%)
  - Schematic Design for a Regional Skatepark/Skate Spots/Activity Spots
    - 2-Public Concept Input Meetings (virtual or in-person) with schematic examples of different terrains
      - Web Portal for virtual input
      - Up to 2-3 renditions of concept development
    - 2-City Project Meetings (virtual or in-person) for coordination and site assessment
    - Review site documents and coordinate with multi-disciplinary team for creative stormwater ideas/solutions
- Phase 2- Design Development (30%, 60%, 100%)
  - Construction Documents for a Regional/District size Skatepark and potential Skate Spots/Activity Spots
    - Concept Review 30%, 60%, 100% (Phasing Optional)
    - Stamp and seal drawings
  - Construction Cost Estimation
  - Construction Schematic for Marketing
- Bid Assistance & Construction Observation
  - Qualifications and Bid/RFI Assistance
  - Specialty and Professional (PE) Inspections
    - 6 inspections; rough/fine grading, rebar layout, formwork, coping review, shotcrete review, flatwork review, and final walk-thru (specialty inspection or PE)
    - Digital Inspection for rebar from Builder

Task 7: Permitting

- USACE Permitting
  - USACE Permitting is not expected, although a meeting will take place with the local district office to verify.
  - If the project requires an official letter from the USACE stating that the project does not require a permit, then there would be time associated with coordinating and receiving this determination from the USACE.
- NWFWMD Permitting
  - It is expected that the project will require an ERP Permit from the NWFWMD. A pre-application meeting will be held with the NWFWMD to discuss project objectives, potential exemptions, and the type of permit required.
  - Prepare stormwater permit application and address potential RAI's.
  - Permit application fees will be paid by HDR.
- FDOT Permitting
  - At minimum, a drainage connection permit is anticipated to be required for the project assuming connections to FDOT drainage infrastructure.
  - Other permits may be required. The project coordination task covers the coordination that will need to take place with FDOT in order to satisfy requirements.
- SHPO Concurrence – RESTORE Environmental Checklist
  - At a minimum, the project is located adjacent to the AL & FL Railroad which is property "near" the project listed in the National Register of Historic Places per the RESTORE Environmental Checklist. A cultural resource assessment will be provided for SHPO concurrence. See data collection task.
- Coastal Zone Management Act (CZMA) – RESTORE Environmental Checklist
  - Almost the entire state of Florida is considered in the coastal zone under this act. The project will be coordinated with the FDEP Florida State Clearing House to determine if the project is consistent with the CZMA per the RESTORE Environmental Checklist.
- FDEP Site Concurrence
  - Only intended for review/approval of site plans for the location just north of Cervantes Street where surface engineering controls exist consistent with the project limits.
- Local Permits (City / County)
  - Permitting associated with project activities

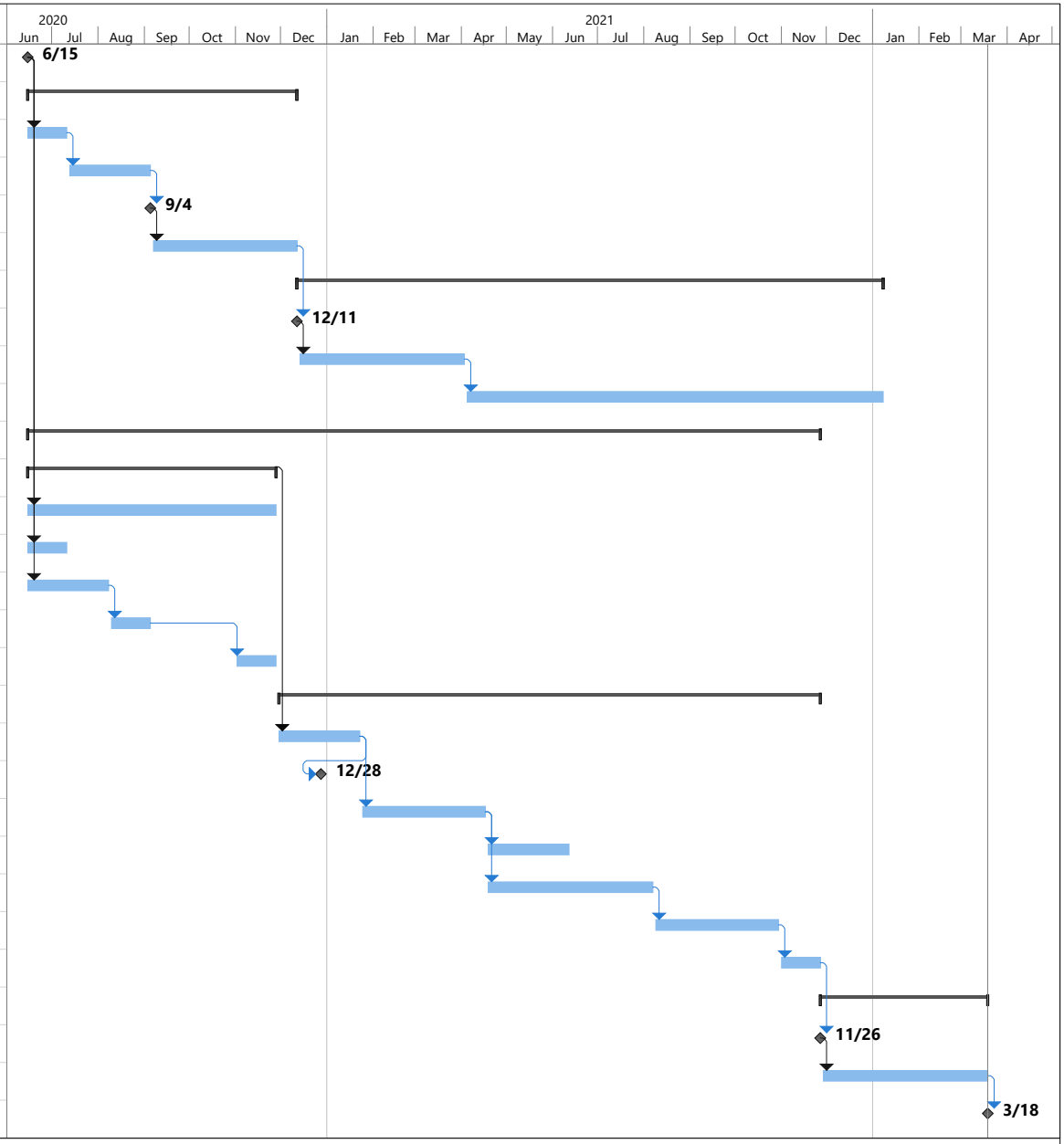
Task 8: Optional Services

The optional services listed below are intended to cover items in the scope of work which have not been contemplated or which have been contemplated but the level of effort for the item is not quantifiable at this time. Items under this task will require approval by the County PM prior to execution and will be documented specifically in status reporting. These items may include but are not limited to the following:

- Environmental remediation, design, & permitting associated with the potential project inclusion of the City's maintenance yard
- Environmental sites assessments (ESA's) as requested
- Additional topographic survey area
- Legal sketches/descriptions associated with unforeseen easement or acquisition needs
- Additional data collection or subconsultant services
- Railroad coordination/fees
- Offsite ADA improvements for design connectivity
- Assist the County with Best Available Science (BAS) Plan and Monitoring Plan per RESTORE grant requirements

Exhibit "B"

ID	Task Name	Duration	Start	Finish
1	**NTP (Estimated)**	**0 days**	**Mon 6/15/20**	**Mon 6/15/20**
2	**Phase 1: Skatepark Design & Permitting**	**130 days**	**Mon 6/15/20**	**Fri 12/11/20**
3	Skate Community Engagement 1	1 mon	Mon 6/15/20	Fri 7/10/20
4	Skatepark & Associated 60% Design	2 mons	Mon 7/13/20	Fri 9/4/20
5	Skate Community Engagement 2	0 mons	Fri 9/4/20	Fri 9/4/20
6	Skatepark & Associated Contract Docs	3.5 mons	Mon 9/7/20	Fri 12/11/20
7	**Skatepark Bid/Construction Phase**	**280 days**	**Fri 12/11/20**	**Fri 1/7/22**
8	Skatepark to Purchasing	0 days	Fri 12/11/20	Fri 12/11/20
9	Contractor Procurement	4 mons	Mon 12/14/20	Fri 4/2/21
10	Skatepark Construction	10 mons	Mon 4/5/21	Fri 1/7/22
11	**Greenway Design & Permitting**	**380 days**	**Mon 6/15/20**	**Fri 11/26/21**
12	**Phase 2: Concept Design**	**120 days**	**Mon 6/15/20**	**Fri 11/27/20**
13	Concept Development	6 mons	Mon 6/15/20	Fri 11/27/20
14	Public Kickoff Meeting	1 mon	Mon 6/15/20	Fri 7/10/20
15	Data Collection	2 mons	Mon 6/15/20	Fri 8/7/20
16	Public Workshop	1 mon	Mon 8/10/20	Fri 9/4/20
17	Public Site Tour	1 mon	Mon 11/2/20	Fri 11/27/20
18	**Phase 3: Construction Documents**	**260 days**	**Mon 11/30/20**	**Fri 11/26/21**
19	30% Design	2 mons	Mon 11/30/20	Fri 1/22/21
20	Public Design Meeting	0 days	Mon 12/28/20	Mon 12/28/20
21	60% Design	3 mons	Mon 1/25/21	Fri 4/16/21
22	Environmental Permitting	2 mons	Mon 4/19/21	Fri 6/11/21
23	90% Design	4 mons	Mon 4/19/21	Fri 8/6/21
24	Final Design	3 mons	Mon 8/9/21	Fri 10/29/21
25	Local Permitting	1 mon	Mon 11/1/21	Fri 11/26/21
26	**Greenway Bid/Construction**	**80 days**	**Fri 11/26/21**	**Fri 3/18/22**
27	Greenway Design to Purchasing	0 days	Fri 11/26/21	Fri 11/26/21
28	Contractor Procurement	4 mons	Mon 11/29/21	Fri 3/18/22
29	Greenway Begin Construction	0 days	Fri 3/18/22	Fri 3/18/22



Project: **Hollice T. Williams Park Milestone Schedule**
Date: Wed 5/14/20

Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

Exhibit "C"

HDR ACTIVITIES/SALARIES FEE COMPUTATIONS FOR

Hollice T. Williams Stormwater Park

PD #19-20.013

ACTIVITY	Project Principal Hourly Rate: $293.34 Manhours:	Project Manager Hourly Rate: $171.15 Manhours:	Senior Engineer Hourly Rate: $250.98 Manhours:	Professional Engineer Hourly Rate: $132.46 Manhours:	Engineer Intern Hourly Rate: $101.21 Manhours:	Environmental Scientist Hourly Rate: $157.42 Manhours:	Design Lead Hourly Rate: $217.28 Manhours:	Architect Hourly Rate: $186.34 Manhours:	Landscape Architect Hourly Rate: $155.37 Manhours:	Structural Hourly Rate: $135.63 Manhours:	Electrical Hourly Rate: $190.28 Manhours:	Irrigation Hourly Rate: $173.35 Manhours:	CAD/GIS Technician Hourly Rate: $109.24 Manhours:	Administrative Hourly Rate: $131.27 Manhours:	Activity Fee	Manhours By Activity	Average Hourly Rate
HDR LUMP SUM TASKS																	
Task 1 - PROJECT COORDINATION	17	189	0	119	30	18	118	12	30	0	0	0	0	59	$ 99,247.88	592	$ 167.65
Task 2 - DATA COLLECTION	0	5	0	24	15	10	10	0	15	0	0	0	5	14	$ 14,014.47	98	$ 143.00
Task 3 - PUBLIC INVOLVEMENT	23	38	4	76	8	8	145	11	11	0	0	0	20	38	$ 68,827.91	382	$ 180.18
Task 4 - DESIGN ANALYSIS	0	77	30	383	123	77	229	76	460	0	0	0	77	0	$ 239,810.94	1532	$ 156.53
Task 5 - PLANS PRODUCTION & DOCUMENTATION	0	77	39	584	195	0	389	545	1089	389	156	0	389	39	$ 605,392.15	3891	$ 155.59
Task 7 - PERMITTING	0	10	4	58	10	20	19	10	29	5	6	0	19	4	$ 29,476.52	194	$ 151.94
														Subtotal:	$ 1,056,769.87		
HDR TOTALS	40	396	77	1244	381	133	910	654	1634	394	162	0	510	154	$ 1,056,769.87	6689	$ 157.99

CONTRACT FEE SUMMARY

HDR Lump Sum Tasks

HDR Task 1 - PROJECT COORDINATION	$	99,247.88
HDR Task 2 - DATA COLLECTION	$	14,014.47
HDR Task 3 - PUBLIC INVOLVEMENT	$	68,827.91
HDR Task 4 - DESIGN ANALYSIS	$	239,810.94
HDR Task 5 - PLANS PRODUCTION & DOCUMENTATION	$	605,392.15
HDR Task 7 - PERMITTING	$	29,476.52
HDR Subtotal:	**$**	**1,056,769.87**

HDR Limiting Amount Tasks

HDR Task 8 - OPTIONAL SERVICES	$	50,000.00
HDR Subtotal:	**$**	**50,000.00**

Subconsultant Tasks

Task 2 - Topographic Survey - SAM, LLC	$	77,372.50
Task 2 - Geotechnical Investigation - LMJ, Inc.	$	24,750.00
Task 2 - Cultural Resource Assessment Survey - SEARCH, Inc.	$	30,990.00
Task 2 - SUE Data Collection - ISS, Inc.	$	15,000.00
Task 5 - Irrigation Design - IRC, Inc.	$	35,500.00
Task 5 - Splashpad Design - Wet Engineering, Inc.	$	22,075.00
Task 6 - Skatepark Design - American Ramp Company, Inc.	$	111,000.00
Subconsultant Subtotal	**$**	**316,687.50**

PROJECT TOTAL $ 1,423,457.37

Exhibit "C"

TASK LIST

Hollice T. Williams Stormwater Park

PD #19-20.013

ACTIVITY: TASK 1 - PROJECT COORDINATION

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Project Management:					
Progress reporting	EA	18	1	18	18 month schedule
Schedule updates	EA	1	8	8	
Kickoff/Communication establishment	EA	1	4	4	2 staff, 1 hour, prep
County/City Staff Meetings:					
Weekly Meetings	EA	8	2	16	2 staff, 1 hour; assumes 8 weeks during critical points of the project
Bi-weekly Meetings	EA	32	2	64	2 staff, 1 hour
Milestone Meetings	EA	7	4	28	2 staff, 2 hours; concept, 30%, 60%, 90%, and 100% Plans; 2 public involvement prep meetings
Design Team Coordination:					
Interdisciplinary:					
Park Programming	LS	1	80	80	review program element opportunites w design team
Grading/Drainage	LS	1	60	60	coordinate grading and drainage
Stormwater Modeling	LS	1	40	40	review options for storage locations
Site electrical	LS	1	40	40	site lighting design
Architectural	LS	1	40	40	
Irrigation	LS	1	40	40	
Splashpad	LS	1	0	0	optional service Task 8
Survey	LS	1	6	6	
Geotechnical	EA	2	6	12	address stormwater & skatepark requirements
Cultural Resources	LS	1	4	4	
Subsurface Investigation	LS	1	16	16	

FDOT Coordination:					
Drainage	EA	2	4	8	2 meetings 2 attendees X 2 hours including prep
Structures	EA	2	4	8	2 meetings 2 attendees X 2 hours including prep
Right-of-way	EA	2	4	8	2 meetings 2 attendees X 2 hours including prep
Utility Coordination:					
Sunshine Call & Contact Establishment	LS	1	4	4	
Phase deliverables	EA	4	10	40	water/sewer, gas, communications, power, FDOT
Service connections	LS	1	16	16	water/sewer, power
60% walkthrough	LS	1	4	4	2 attendees, 2 hour meeting
Vendor Coordination:					
Park & civil desgin elements	LS	1	16	16	
Subtotal				580	
Quality Control	0%			0	
Supervision	2%			12	
TOTAL				592	

Exhibit "C"

TASK LIST

Hollice T. Williams Stormwater Park

PD #19-20.013

ACTIVITY: TASK 2 - DATA COLLECTION

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
County & City Data Collection	LS	1	32	32	
Site Visits/Reviews	EA	4	16	64	4 staff, 4 hours, including GIS prep, 4 reviews, tree survey
Topographic Survey (see Attachment A for Subconsultant Price)					
Geotechnical Investigation (see Attachment B for Subconsultant Price)					
Cultural Resource Assessment Survey (see Attachment C for Subconsultant Price)					
SUE Data Collection (see Attachment D for Subconsultant Price)					
Subtotal				96	
Quality Control	0%			0	
Supervision	2%			2	
Total				98	

Exhibit "C"

TASK LIST

Hollice T. Williams Stormwater Park

PD #19-20.013

ACTIVITY: TASK 3 - PUBLIC INVOLVEMENT

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Quarterly County Website Updates	EA	8	1	8	8 updates, 1 hr each
Project Fact Sheets	EA	3	4	12	3 fact sheets including updates for subsequent meetings
Surveys	EA	2	40	80	includes development, updates, and data processing
Skate Community Meetings	EA	2	4	8	
Public Kick-off Meeting	LS	1	16	16	2 staff, 8 hours including prep
Public Workshop	LS	1	80	80	3 staff, 4 hours, 1 meeting
Public Site Tour	LS	1	12	12	4 staff, 8 hours, 48 hrs ppt / graphics prep
Public Design Presentation	LS	1	80	80	4 staff, 8 hours, 48 hrs ppt / graphics prep
Stakeholder Interviews	LS	1	72	72	2 staff, 2 mtgs (2 hrs each) x 9 stakeholder groups
Subtotal				368	
Quality Control	2%			7	
Supervision	2%			7	
Total				382	

Exhibit "C"

TASK LIST

Hollice T. Williams Stormwater Park

PD #19-20.013

ACTIVITY: TASK 4 - DESIGN ANALYSIS

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
BAS Report & Monitoring Plan:					
Prepare BAS Report	LS	1	0	0	optional service Task 8
Assist County with Monitoring Plan	LS	1	0	0	optional service Task 8
Site Design:					
Recreational Opportunities	LS	1	120	120	Strategies to expand and construct new rec. opportunites
Community Resiliency	LS	1	60	60	Identify vulnerabilities
Art, Learning, Nature, & Heritage Elements	LS	1	80	80	Incorporate public art, early learning, heritage elements
Urban revitalization & connectivity	LS	1	80	80	Provide safe bike paths and linkages
Skatepark design support	LS	1	40	40	Integrate design elements with park design
Stormwater Management:					
Update existing condition model	LS	1	80	80	
Goals establishment	LS	1	20	20	
Develop proposed condition model	LS	1	80	80	
Modeling iterations	LS	1	120	120	
FDOT modeling development	EA	1	40	40	FDOT allows the existing condition to be the condition when their system was put in place for drainage connection permit. This will require seperate model development and iterations.
Evaluate pre vs post criteria	EA	35	2	70	FDOT requires the 2,3,5,10,25,50 and 100 year 1,2,4,8, and 24 hour storms for drainage connection permit
Prepare maps for modeled conditions	LS	1	80	80	
Develop H&H narrative report	LS	1	80	80	

Design stormwater management facilities	LS	1	120	120	
Establish park program floodable areas	LS	1	40	40	Will require coordination and modeling iterations for recovery
Design stormwater conveyance system	LS	1	160	160	
Design reconstruction of impacted areas	LS	1	80	80	
Develop traffic control plan	LS	1	24	24	
Prepare comprehensive civil design documentation report	LS	1	80	80	
Prepare SWPPP	LS	1	20	20	
Subtotal				1474	
Quality Control	2%			29	
Supervision	2%			29	
Total				1532	

Exhibit "C"

TASK LIST

Hollice T. Williams Stormwater Park

PD #19-20.013

ACTIVITY: TASK 5 - PLANS PRODUCTION & DOCUMENTATION

Task	Basis of Estimate	No. of Units	Hours/ Unit	Plan Sheets	Total Hours	Remarks
Conceptual Design:						
Define scope/programming for project	LS	1	40	1	40	
Update framework plan	LS	1	60	1	60	
Provide order of magnitude cost estimate	LS	1	24	1	24	
Prepare public workshop visual aids	LS	1	0	1	0	see task 3 for visual aids
30%, 60%, 90%, 100% Plans & Docs:						
General:						
Cover Sheet	Sheet	1	8	1	8	
General Notes	Sheet	1	32	1	32	
Survey	Sheet	17	2	17	34	24x36 (20 scale) Page set-up
Summary of Pay Items Sheets	Sheet	3	5	1	15	Assumes 3 phase submittals
Summary of Quantities Sheets	Sheet	2	16	10	32	Assumes 2 phase submittals
Civil/Site:						
SWPPP/Erosion Control Plan	Sheet	14	4	14	56	6,500' @ 500'/sheet (40 scale)
Drainage Map	Sheet	2	10	6	20	6,500' @ 2500'/sheet (200 scale)
Demolition Plan	Sheet	17	2	17	34	24x36 (20 scale)
Project Layout Plan - Staking	Sheet	17	16	17	272	24x36 (20 scale) - assumes 20 hrs 30% and 60% submittal
Project Layout Plan - References	Sheet	17	16	17	272	24x36 (20 scale) - assumes 20 hrs 30% and 60% submittal
Layout Enlargement Areas	Sheet	8	16	8	128	10 scale, misc. areas
Lighting Coordinates	Sheet	17	2	17	34	
Furnishing & Railing Plan	Sheet	8	24	8	192	

Grading Plan	Sheet	17	8	17	136	24x36 (20 scale)
Grading Enlargement Plans / Spot Elev.	Sheet	8	16	8	128	10 scale, misc. areas
Drainage Plans & Details	Sheet	14	6	14	84	
Drainage Structure Sheets	Sheet	12	8	12	96	notes & typical details
Temporary Traffic Control Plan (MOT)	Sheet	14	3	14	42	plan view only; utilize Index 600 standard details
Signing & Pavement Marking Plans (Roadway)	Sheet	4	2	4	8	assumes 8 locations; double stack sheets
Utility Plans (adjustment & service)	Sheet	14	10	14	140	
Landscape Architecture & Irrigation:						
Tree protection plan	Sheet	17	2	17	34	24x36 (20 scale)
Irrigation plans	Sheet	17	0	17	0	subconsultant task
Irrigation details	Sheet	3	0	3	0	subconsultant task
Planting plan	Sheet	17	12	17	204	24x36 (20 scale)
Planting schedule	Sheet	1	24	1	24	
Planting details	Sheet	2	8	2	16	
Site finishes & details	Sheet	15	20	15	300	program elements
Architecture:						
Architecture code & roof plan	Sheet	1	8	1	8	
Architecture floor plans	Sheet	1	60	1	60	24x36 (1/4" = 1'-0")
Reflected ceiling plan	Sheet	1	30	1	30	24x36 (1/4" = 1'-0")
Architecture elevations	Sheet	1	24	1	24	24x36 (1/4" = 1'-0")
Architecture wall sections	Sheet	1	24	1	24	24x36 (1/4" = 1'-0")
Architecture details	Sheet	1	30	1	30	24x36 (1/4" = 1'-0")
Interior details	Sheet	2	20	2	40	24x36 (1/4" = 1'-0")
Plumbing:						
Plumbing floor plan	Sheet	1	24	1	24	24x36 (1/4" = 1'-0")
Mechanical:						
Mechanical floor plan	Sheet	1	24	1	24	24x36 (1/4" = 1'-0")
Electrical:						
Electrical legend	Sheet	1	8	1	8	

Electrical site plans	Sheet	17	24	17	408	24x36 (20 scale)
Building electrical plan	Sheet	1	24	1	24	
Panel schedules	Sheet	1	16	1	16	
Contractor control schematic	Sheet	1	8	1	8	
Electrical details (reference)	Sheet	1	8	1	8	
Service pole riser diagram	Sheet	1	8	1	8	
City of Pensacola lighting information	Sheet	1	8	1	8	
Structural:						
Structural general notes	LS	1	4		4	
Structural site plans	LS	1	60		60	
Structural plans, sections, & details	LS	1	80		80	
Prepare phase cost estimates	EA	4	32		128	
60% Plans public involvement visual aids	LS	1	0		0	see task 3 for visual aids
Stormwater permit plans & documentation development	EA	3	4		12	includes 3 phase submittal updates; main development under task 4
Develop project specifications	LS	1	80		80	
Prepare Bid Documents	LS	1	40		40	
Bid Assistance:						
Prepare responses to RFI's	LS	1	40		40	
Attend pre-bid meeting	LS	1	2		2	
Attend bid opening	LS	1	2		2	
Prepare bid tabulation & comments	LS	1	6		6	
Irrigation Design (see Attachment F for Subconsultant Price)						
Splashpad Design (see Attachment G for Subconsultant Price)						
Total Plan Sheets				327		
Manhour Subtotal					3671	
Quality Control	4%				147	covers 5 specific deliverables
Supervision	2%				73	

Total					3891	

Exhibit "C"

TASK LIST

Hollice T. Williams Stormwater Park

PD #19-20.013

ACTIVITY: TASK 6 - SKATEPARK DESIGN (American Ramp Company, Inc.)

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Skatepark Design (see Attachment E for Subconsultant Price)					
Subtotal				0	
Quality Control	0%			0	
Supervision	0%			0	
Total				0	

Exhibit "C"

TASK LIST

Hollice T. Williams Stormwater Park

PD #19-20.013

ACTIVITY: TASK 7 - PERMITTING

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Pre-application Meetings	EA	2	6	12	2 attendees, prep, & minutes, FDOT & NWFWMD
USACE Permitting (not expected)	LS	1	8	8	item only includes a meeting/prep for verification
NWFWMD Permitting	LS	1	40	40	
FDOT Permitting	LS	1	80	80	Prep, meeting with 2 attendees, minutes, & coordination
SHPO Concurrence Coordination	LS	1	4	4	
CZMA Concurrence Coordination	LS	1	8	8	
FDEP Site Concurrence	LS	1	4	4	
City/County Permitting	LS	1	24	24	
Subtotal				180	
Quality Control	5%			9	
Supervision	3%			5	
Total				194	

Exhibit "C"

Escambia County Design, Engineering and Inspection Services

FDOT Audited Rate Calculation for HDR Engineering, Inc.

FDOT Audited Rate Items	HDR
Home Office Overhead	155.09%
FCCM	0.553%
Home Office Expense	9.26%
Operating Margin	35.00%

Personnel Category	Personnel Base Rate	Proposed Billing Rate
Project Principal	$ 97.81	$ 293.34
Project Manager	$ 57.07	$ 171.15
Senior Engineer	$ 83.69	$ 250.98
Professional Engineer	$ 44.17	$ 132.46
Engineer Intern	$ 33.75	$ 101.21
Environmental Scientist	$ 52.49	$ 157.42
Design Lead	$ 72.45	$ 217.28
Architect	$ 62.13	$ 186.34
Landscape Architect	$ 51.81	$ 155.37
Structural	$ 45.22	$ 135.63
Electrical	$ 63.45	$ 190.28
Irrigation	$ 57.80	$ 173.35
CAD/GIS Technician	$ 36.43	$ 109.24
Administrative	$ 43.77	$ 131.27

Billing Rate = Base Rate x (1+ HOO + FCCM + HOE + OM)

Exhibit "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

OPERATING MARGIN JUSTIFICATION

375-030-82
PROCUREMENT
02/16

1. CONTACT INFORMATION

a. Firm Name:			b. Phone No.:
HDR Engineering, Inc.			850-429-8900
c. Address (including suite number):	d. City:	e. State:	f. Zip Code:
25 W. Cedar Street, Suite 200	Pensacola	FL	32502

2. COMPLEXITY OF PROJECT

The degree of difficulty associated with this project. Are there unique aspects to the project? Degree of coordination with others outside FDOT should be considered. This includes other agencies, municipalities, etc. multiple districts, multimodal projects

LOW – Straight-forward projects. Well defined and specific scope of services.

Typical Project Type

- **Bridge Inspection:** bridge inspection except scour; All
- **CEI:** Category 1 Bridges**,** 3R Rural, signalization, simple and straight-forward projects.
- **Design:** simple 3R-Rural; 3R Urban ride only.
- **Geotechnical:** standard.
- **PD&E:** Small simple projects with specific scopes.
- **Planning:** Data/traffic counts.
- **Survey:** resurfacing 3R rural/urban.
- **Traffic Operations:** turn-lane projects (design).

MEDIUM – Projects with some specialized areas requiring some specialized skills.

Typical Project Type

- **Bridge Inspection:** generally not applicable.
- **CEI:** resurfacing with some improvements; ITS, construction on new alignments, and signal system timing, development and implementation; rural arterials and rural interstate capacity improvements.
- **Design:** 3R Urban with some improvements, intersection, improvements with safety, Category 1 bridges.
- **PD&E:** widening with limited issues and bridge replacement with limited impacts.
- **Railroads:** all.
- **Survey:** survey in water areas.
- **Traffic Operations:** traffic operations studies and signal design projects.

HIGH – Complex multi-disciplined projects requiring specialized skills with significant management issues. Project that has numerous complicated traffic phases, involved highly technical construction features requiring specialized skills of the inspection staff. A complex project may also include complex involvement by multiple third parties (i.e., multiple utility relocations, railroads, airports, regulatory agencies, municipalities). The size of the project will not necessarily determine whether the construction project is complex. Large, repetitive projects on their own are not considered complex.

Typical Project Type

- **Bridge Inspection:** bridge scour.
- **CEI:** CEI for multi-level bridges in a corridor or interchange; numerous complicated traffic phases; specialized technical skills; Coating Systems; bridge projects involving movable spans, significant post-tensioning operations, pre-cast segmental components, and steel structures with large horizontal and vertical curvature; Multiple third party involvement (railroads, utilities, airports, municipalities, regulatory agencies)
- **Design:** new alignments, major widening, major reconstruction, railroad bridge design, Segmental Class 2 bridges, Movable Bridges.
- **PD&E:** PD&E with Feasibility study, multiple disciplines, significant issues;
- **Planning:** large planning (multimodal).
- **Survey:** pilings and bridges.
- **Traffic Operations:** ITS

Complexity of Project Allowed Range: 5% to 7%	**Consultant %: 7.0%**

JUSTIFICATION:

High: Design of a stormwater park with multiple disciplines involved including stormwater management, public involvement, architecture, landscaping, irrigation, lighting, electrical, and skatepark design. The improvements will involve multiple permitting agencies. Specialized skills required.

OPERATING MARGIN JUSTIFICATION

3. DEGREE OF (FINANCIAL) RISK

Indicate the amount of financial risk assumed by the consultant in relation to this project.

LOW – Contracts with well-defined and specific scopes, minimal probability of costs overruns and low financial risk exposure. Scope clarification meeting held, if applicable.

Typical Project Type

- **Bridge Inspection:** bridge inspections.
- **CEI:** subconsultants providing support personnel, ITS.
- **Design:** simple 3R rural, 3R urban ride only.
- **Geotechnical:** all.
- **PD&E:** accurate and specific scope & pre-negotiation meetings.
- **Planning:** most planning.
- **Survey:** all, including SUE.
- **Traffic Operations:** traffic operations studies; traffic counts.

MEDIUM – Projects with potential for additional coordination efforts with outside agencies/parties; coordination with several Districts, multiple municipalities, etc.

Typical Project Type

- **Bridge Inspection:** bridge scour.
- **CEI:** standard CEI contract.
- **Design:** design for new alignments, major reconstruction, and widening.
- **PD&E:** experimental design and broad scopes.
- **Planning:** some planning.
- **Railroads:** all.
- **Traffic Operations:** traffic signal projects, ITS design

HIGH – lump sum consultant contracts with possibility of overrunning costs; experimental design; projects involving significant financial risk, hazardous materials, and potential for significant unknown issues.

Typical Project Type

- **CEI:** high visibility, lump sum CEI contracts, multiple projects.
- **Design:** projects with multiple bridges.
- **PD&E:** multiple alternatives, multiple agency approval required.
- **Planning:** large multimodal projects (airports, seaports, railroads, transit).

Degree of (Financial) Risk Allowed Range: 3% to 5%	**Consultant %: 4.5%**

JUSTIFICATION:

Medium-High: Project with additional coordination efforts with outside agencies/parties. The project does have a potential for unknown issues.

OPERATING MARGIN JUSTIFICATION

4. PROJECT SCHEDULE

LOW – no critical short term deadlines or requirements for large staffing concentrations, unfunded projects to go on the shelf.

Typical Project Type

- **Bridge Inspection:** bridge inspection; bridge scour.
- **CEI:** resurfacing**; s**upport services.
- **Design:** all 3R projects, standard schedule
- **PD&E:** no design phase scheduled in Work Program.
- **Planning:** all.
- **Railroads:** all.
- **Traffic Operations:** ITS.
- **Survey:** all 3R projects.

MEDIUM – standard schedule.

Typical Project Type

- **Bridge Inspection:** generally not applicable.
- **CEI:** ITS; push button construction.
- **Design:** standard design; bridges, large corridors.
- **Traffic Operations:** traffic counts.
- **Survey:** increased number of crews needed

HIGH – High visibility projects with short durations and aggressive schedules requiring large commitment of staff. Fast track projects with high profile and quick implementation schedule.

Typical Project Type

- **Bridge Inspection:** generally not applicable.
- **CEI:** multi-financial project contract, construction bonus, urban (day & night), high visibility; phased utility reallocations by others during the construction project.
- **Design:** mobility/economic stimulus.
- **PD&E:** design phase funded in the Work Program, bridge replacements.

Project Schedule Allowed Range: 1% to 3%	**Consultant %: 3.50%**

JUSTIFICATION:
Medium-High: Project has a standard schedule, although stakeholder involvement could cause delays. This would be considered a high visibility project.

5. COST CONTROL EFFORTS

The degree to which the Consultant controls its costs for wages rates (by region), overhead, expenses and FCCM. The cost control is not generally dependent upon the type of project. Factors to be considered in negotiating this criteria are the following, and other project-specific items:

- Burdened salary rates (by region) by classification.
- Reasonableness of the proposed distribution of staffing for the project.
- Specialized services requiring specialized staff.
- Reimbursed or excluded premium overtime.

LOW – **(3% to 6%)** Lower or minimal cost control efforts.

MEDIUM – **(7% to 15%)** Moderate cost control efforts.

HIGH – **(16% to 27%)** Substantial cost control efforts.

Cost Control Efforts Allowed Range: 3% to 27%	**Consultant %: 20.00%**

JUSTIFICATION:
Good overhead control; specialized services required; design scope may change dependent on unknown project issues and coordination with outside parties. The project will require specialized services. Significant cost control efforts will be utilized to keep the project within budget.

Exhibit "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

OPERATING MARGIN JUSTIFICATION

6. OPERATING MARGIN JUSTIFICATION TOTAL

The total for items **2 through 5** will be calculated for you.	
Total Allowed Range: 12% to 42%	**Consultant %: 35.0**%

7. CONTRACT DURATION ADJUSTMENT FACTOR

For contracts of longer duration (reference table below), the Department shall allow a Contract Duration Adjustment Factor (CDAF). CDAF is defined as an economic price adjustment, necessitated by instability of labor costs for an extended period of contract performance (Reference 48 CFR Section 16.203). CDAF is not negotiated, but shall be a fixed number of points based on the overall anticipated length of contract (project schedule). CDAF points shall be allocated by the Department as follows:

Anticipated Length of Contract	CDAF Points
0-12 Months	**0**
13-24 Months	**0**
25-36 Months	**3**
37-48 Months	**4.5**
49-60 Months	**5.5**

a) For new contracts, CDAF is applied beginning with the first labor hour incurred.
b) CDAF shall only be applicable for contracts selected (contract final ranking) on or after November 1, 2014.
c) In the event a contract selected on or after November 1, 2014 is extended (time extension) by six or more months, CDAF shall be applied prospectively to the extended/remaining services only, in accordance with the table shown above.
d) CDAF shall not be applied to contracts selected before November 1, 2014, nor contract amendments/time extensions for contracts selected before November 1, 2014.
e) For calculation purposes, CDAF shall be added to operating margin and applied to unloaded direct salaries.
f) CDAF is applicable only to consultant firms who are awarded operating margin points.

For Calculation purposes, CDAF shall be added to Operating Margin and applied to direct salaries:

Allowed CDAF for this project: 0

FEE ATTACHMENT A

Topographic Survey

SAM Surveying and Mapping, LLC (SAM, LLC)

SAM Surveying And Mapping, LLC
600 University Office Boulevard, Suite 7-1, Pensacola, FL 32504
Ofc 850.857.7725
info@sam.biz www.sam.biz

Exhibit "C"

May 6, 2020

Attn: **D. Allen Vinson,** PE, CDT
Project Manager
HDR
25 W. Cedar Street, Suite 200
Pensacola, FL 32502
D 850.429.8908 **M** 850.375.1309
Allen.Vinson@hdrinc.com

RE: HT Williams Park – Escambia County, Florida

Dear Mr. Vinson:

This is to confirm your recent request for professional surveying services. **SAM Surveying And Mapping, LLC (SAM)** hereby presents the following proposal to perform the following described services.

Phase 1 Survey:

a. **Set horizontal and vertical survey control, referenced to Florida North Zone State Plane Coordinates, NAD 83/2011 and NAVD 88 through the entire project area as shown. At least two benchmarks will be set to not exceed 1,000 feet apart.**

b. **Topographic Survey of approximately 36 acre area as shown on attached Exhibit "A".**

   i. **Approximate limits being to the North, the South back of curb of E. Maxwell Street, to the East, the West back of curb along Hayne Street, and to the West, the East edge of the railroad ballast.**

- **In the immediate vicinity of improvements that will be collected, depict calculated rights of way and parcel lines based on field-located property corners, where such corner monuments exist. If property line data is acquired from the Escambia County Property Appraiser, a note shall be placed on the survey that these lines are approximate.**

- **Collect topographic information to include all aboveground visible improvements, edges of pavement, pavement marking, curbing, driveways, top of sanitary sewer structures only (inverts will not be provided).**

- **Locate individual trees for location only, without size or type.**

- **Locate storm sewer and drainage structures with inverts (where accessible) within survey limits, include control structure of the Long Hollow Pond.**
  - **Storm trunk line, and deeper structures, will require a 3-man confined space crew.**
  - **Limited to structures 15' deep.**

- **Cross-section data intervals shall not exceed 100 feet.**

- **Locate bridge supports at ground level and bottom elevation of pile caps.**

287 Hours of 2 Man Field Crew @ $145.00/Hour	**=**	***$41,615.00***
24 Hours of 3 Man Field Crew @ $185.00/Hour	**=**	***$4,440.00***
41 Hours of PSM @ $155.00/hour	**=**	***$6,355.00***
143.5 Hours of CAD Technician @ $90.00/hour	**=**	***$12,915.00***
Lump Sum Total for Phase 1 Survey	**=**	***$65,325.00***

Phase 2 Survey:

a. **Topographic Survey of approximately 13.5 acre Long Hollow Pond area as shown on attached Exhibit "B".**
   i. **Approximate survey limits are to the East, the West edge of the railroad ballast, to the South, the adjoining property, to the West, the East back of curb along N Guillemard Street, North back of curb along W Avery Street, and adjoining properties, and to the North 50' feet North of the edge of water.**

- **Property line and right-of-way data will be acquired from the Escambia County Property Appraiser, a note shall be placed on the survey that these lines are approximate.**

- **Collect topographic information to the existing edge of water. Pond bottom will not be surveyed.**

- **Trees will not be located.**

- **Locate storm sewer and drainage structures with inverts (where accessible) within survey limits, include control structure of the Long Hollow Pond.**
  - **Limited to structures 15' deep.**

62.5 Hours of 2 Man Field Crew @ $145.00/Hour	**=**	***$9,062.50***
3 Hours of PSM @ $155.00/hour	**=**	***$465.00***
28 Hours of CAD Technician @ $90.00/hour	**=**	***$2,520.00***
Lump Sum Total for Phase 2 Survey	**=**	***$12,047.50***

*As an option to the above scope and fees, SAM can provide sketch and legal descriptions for easements at a cost of **$450.00** each. Additional fees may be required if boundary evidence is necessary to prepare any easement exhibits. Said services can be negotiated or provided at an hourly rate. SAM will not proceed without prior authorization.*

- **Cross-section data intervals shall not exceed 100 feet.**
- **Locate and depict aboveground visible utilities and aboveground visible evidence of underground utilities as evidenced by features, marked by others, at the time of field survey. *The Surveyor will not be responsible for coordinating the location of underground utilities.**

- **Client will provide and/or arrange for access to sites if necessary, including access to railroad corridor.**
- **Electronic files submitted shall be based on said Florida North Zone State Plane Coordinate System.**
- **Five certified copies of a topographical survey that meets the current Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers.**

If you have any questions concerning this proposal or need any other information, please feel free to contact me by telephone at (850) 251-6638.

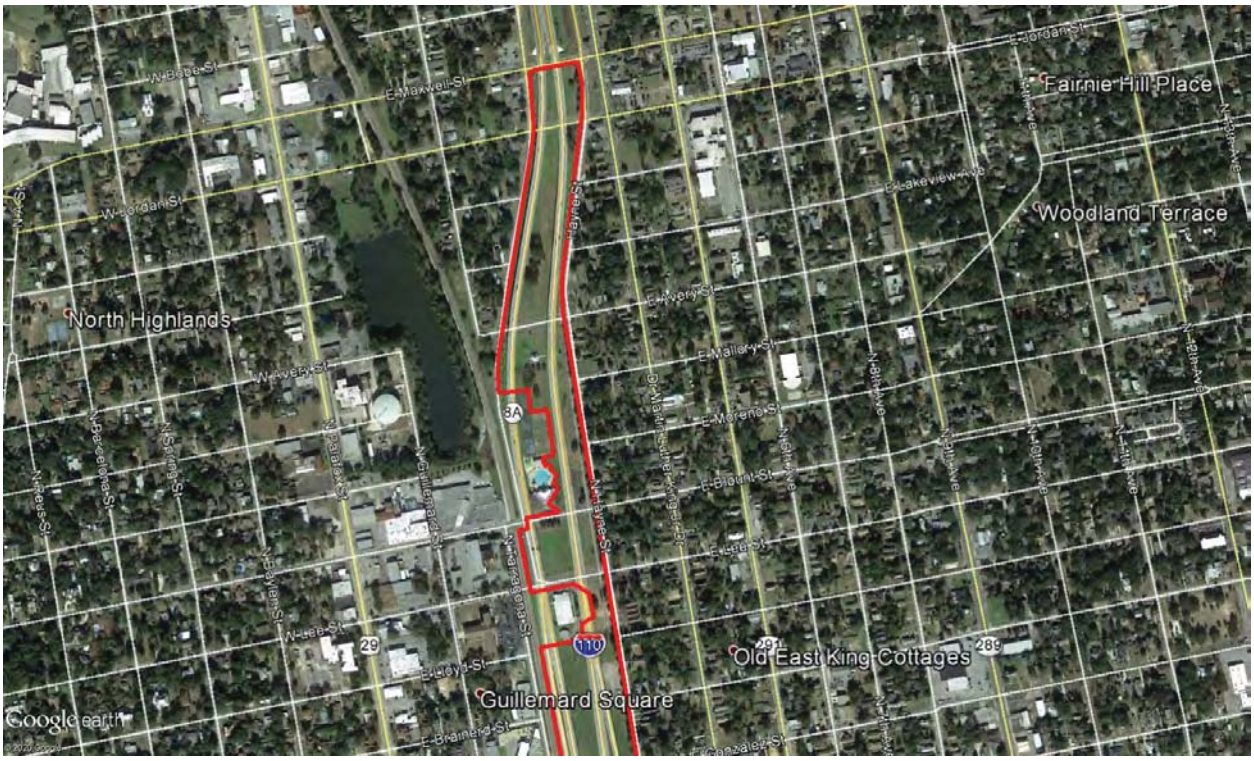
Sincerely,
SAM Surveying And Mapping, LLC



Alfredo Bermudez, PSM
Project Manager

Exhibit “A” – HT Williams Park Site Limits

North Area



South Area

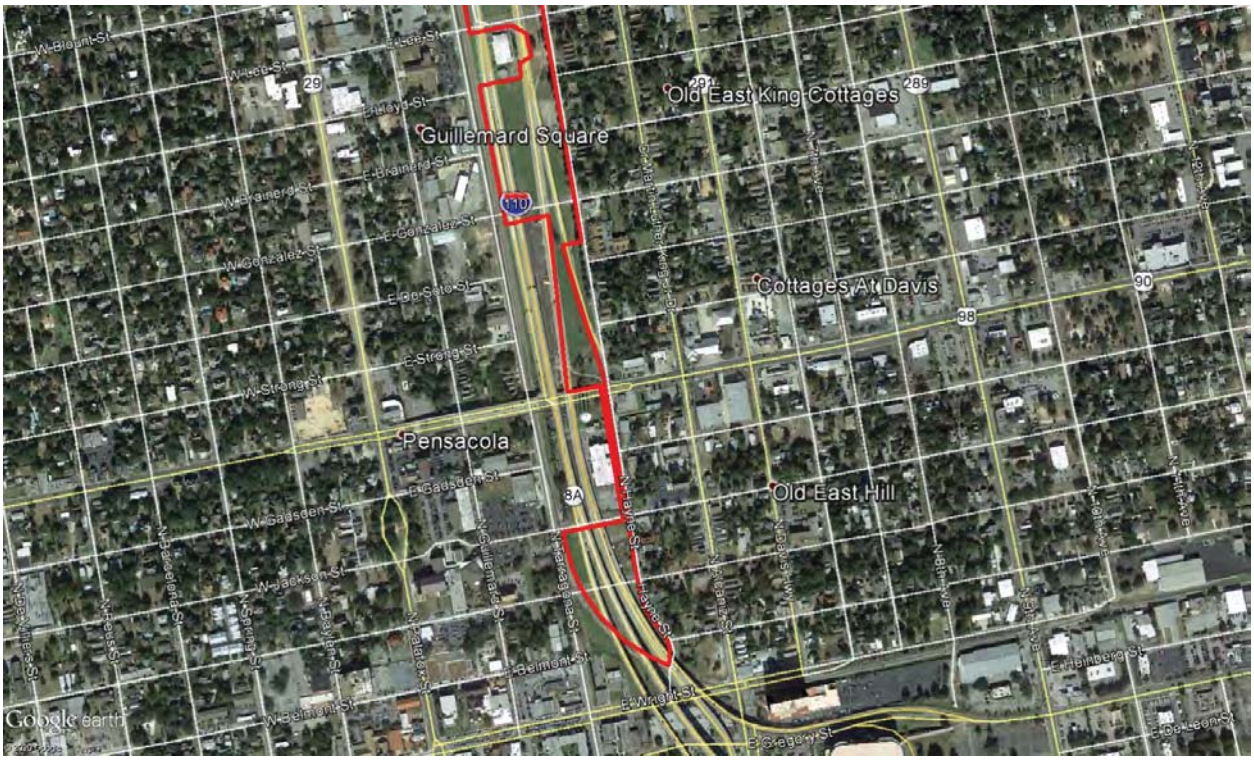


Exhibit “B” – HT Williams Park Site Limits

Long Hollow Pond Area



FEE ATTACHMENT B

Geotechnical Investigation

Larry M. Jacobs & Associates, Inc. (LMJ, Inc.)

April 10, 2020

Mr. Allen Vinson, PE
HDR Engineering, Inc.
Via email: Allen.Vinson@hdrinc.com

Subject: Geotechnical Exploration Proposal
Hollice T. Williams Stormwater Park
Escambia County, Florida

Dear Allen:

Larry M. Jacobs & Associates, Inc. (LMJ) appreciates the opportunity to submit a proposal for providing a geotechnical exploration for the subject project. The following sections outline our understanding of the project, our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

Project and Site Description

The site is the Hollice T. Williams park in Escambia County, Florida. The 1.3 mile project is located beneath I-10 and begins at Maxwell Street to the north and continues south around the basketball courts/pool then south of Blount St between Hayne and the railroad, east along the City yard and Police station and then to the area west of the existing garden to the south end at the intersection of Hayne and the railroad. A skate park is planned in the area between La Rua and Jackson and the railroad and existing garden. Stormwater is planned to include a combination of stormwater ponds and shallow rain gardens and possibly underground storage/exfiltration. Large, shallow park areas that can flood are also planned to be utilized. Other improvements such as sidewalks and a multi-use field are planned. If this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

Proposed Scope of Services

The proposed scope of services is based on the information supplied and our experience in the area with similar projects. The scope is based on the conceptual site plan, and changes may be needed based on the actual design. We propose to perform the following:

- Locate the borings at the site.
- Notify registered utilities at the site (Sunshine). Non-registered or private utilities are the responsibility of the client to clear.
- Mobilize a truck mounted drill rig and drill team to the site.
- Drill an initial eight Standard Penetration Test (SPT) borings along the length of the project to 30 feet to determine groundwater levels and general soil conditions.
- Drill seven SPT borings to 20 feet for the stormwater ponds.
- Drill ten SPT borings to 10 feet for the rain gardens.
- Drill five SPT borings to 15 feet for the skate park.
- Drill twenty SPT borings to 6 feet for sidewalks and other park features.
- Attempt to obtain up to fourteen Shelby tube or relatively undisturbed soil samples from the pond borings for permeability testing.

- Perform a visual classification of the soil samples obtained during our exploration.
- Run lab tests to evaluate and document soil properties for our analysis. We have budgeted up to fourteen falling head permeability tests with grainsize analysis.
- Analyze the field and laboratory data to provide recommendations for the project.

A qualified, professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a report that will address the following:

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Depth to groundwater or perched water at the time of drilling.
- A discussion of laboratory test results.
- A discussion of site preparation techniques and construction considerations including general comments, subgrade preparation, fill placement and compaction.
- Recommendations for best practices for dealing with the moisture sensitive soils at the site and any perched water if encountered.
- Recommendations for sidewalks and the skate park.
- Stormwater design and drainage recommendations including vertical and horizontal saturated hydraulic conductivities, estimated seasonal high groundwater levels, and fillable porosity.

Estimated Costs

We propose to provide the scope of services in this proposal for a lump sum of **$24,750.00**. This proposal assumes that boring locations are accessible to our truck mounted drill rig, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will obtain approval for the additional work before proceeding.

LMJ appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments or require any further information, please do not hesitate to call.

Sincerely,
LARRY M. JACOBS & ASSOCIATES, INC.

Keith V. Jacobs, PE
Principal Engineer

Attachments

Figure #1

Professional Services Agreement

Date April 10, 2020
Project Hollice T. Williams Stormwater Park
Location Escambia County, Florida

Scope As per attached Proposal dated April 10, 2020
Cost **$24,750.00**

For **Larry M. Jacobs & Associates, Inc.**

Signed _____
(President)

PARTY RESPONSIBLE FOR PAYMENT:

Name (Title) _____ Phone (___) _____
Company _____
Address _____ Email _____
City, State _____ Zip Code _____

Signature _____ Date _____

This Proposal is Valid for 90 Days

FEE ATTACHMENT C

Cultural Resource Assessment Survey (CRAS)

SEARCH, Inc.

April 10, 2020

Allen Vinson II, PE, CDT
HDR, Inc.
25 West Cedar Street
Pensacola, Florida 32502
Allen.vinson@hdrinc.com

RE: Proposal for a Phase I Cultural Resource Assessment Survey of the Hollis T. Williams Stormwater Park in Escambia County, Florida
SEARCH Proposal # V020-013

Dear Mr. Vinson,

SEARCH is pleased to provide this proposal for a Phase I Cultural Resource Assessment Survey (CRAS) of the above-referenced Project. This Project is expected to include an archaeological survey and an architectural history survey of the project's Area of Potential Effect (APE), as noted below.

Background

The Project consists of approximately 45 acres beneath Interstate 110 that is primarily being used as public recreation area, including a community pool, tennis courts, basketball courts and open green spaces. Portions of the Project footprint also incorporate a police station, parking lots and building materials storage. The undertaking is being conducted in connection with a RESTORE Act funded project to improve stormwater infrastructure and to enhance and expand recreational facilities. As a federally assisted undertaking, this RESTORE Act Project is required to consider the effects it may have on historic properties per the provisions of Section 106 of the National Historic Preservation Act (NRHP) of 1966.

Scope of Services

SEARCH will conduct a CRAS of the Project APE, which will consist of historical background research, an architectural history assessment, examination of historical maps, pedestrian survey and the excavation of subsurface shovel tests. Based on a cursory examination of the APE SEARCH estimates the CRAS will require between eight (8) and 10 days of fieldwork. The fieldwork and subsequent report will be completed in accordance with the Florida DHR's *Cultural Resource Management Standards and Operation Manual, Module Three: Guidelines for Use by Historic Preservation Professionals* and Rule Chapter 1A-46 F.A.C. The work will comply with the provisions of Chapter 267, *Florida Statutes*, as well as Section 106 of the NHPA of 1966, as amended (Public Law 113-287 [Title 54 USC]).

BACKGROUND RESEARCH
Background research will include a review of the Florida Master Site File (FMSF) GIS database and pertinent files archived and stored at various on-line and/or physical repositories of information (e.g., local or regional libraries, historical societies, tax collectors' offices). The site file examination will recover

data concerning previously recorded archaeological sites (e.g., site forms, relevant reports, and map data) within and near the Project APE. Background research will also include review of primary and secondary documentation including historic maps, aerial photographs, tax records, local histories, technical reports, land patents, and other similar data, to provide information regarding past use of the project tract.

FIELDWORK

Fieldwork methods will be consistent with Florida cultural resources investigation guidelines. The archaeological investigation will use systematic pedestrian and subsurface survey to determine the presence (or absence) of archaeological sites and other cultural resources across the Project APE. A cursory review of the APE indicates that there is a high, moderate, and low probability for archaeological sites within the Project APE. High probability zones are typically areas near previously recorded resources and/or where topography is relatively level and elevated with good natural soil drainage in close proximity (e.g., 200 meters) of fresh water, marine resources, or known historic features. Low probability areas are defined by a range of factors that are often not indicative of the presence of archaeological sites, including low-lying inundated or saturated landforms, heavily sloped terrain, or locations with a high degree of subsurface disturbance. Moderate probability areas are locations that generally do not meet either high or low probability area definitions. For high probability areas, FHDR guidelines prescribe subsurface testing at 25-meter (82-foot) intervals. Moderate probability areas are to be tested at intervals of 50 meters (164-feet). Minimally, ten percent of the designated low probability areas will be tested at intervals of 100 meters (330 feet). Further research prior to fieldwork and observation of field conditions during the survey may require some adjustments in the proposed level of effort.

Soils from shovel tests will be screened through standard ¼-inch (0.63 cm) hardware mesh. Shovel tests will be excavated to a minimum depth of 100 cm (39 in) or until culturally sterile soil, impenetrable substrate (e.g., clay or dense modern fill), or the water table is reached. Where archaeological materials are encountered site boundaries will be determined by additional shovel tests excavated at a reduced interval of 10 to 15 meters (33 to 49 ft). Any artifacts encountered will be recovered on a selective basis based on their ability to produce information useful for better understanding the site. Information pertaining to artifacts not collected, including location, type, material class, and count, will be noted on field forms. Collected artifacts will be stored in resealable polyethylene bags labeled with site information including the site designation, provenience information, the date, and researcher's initials. Shovel test positions, cultural resource locations, and other significant features will be mapped with the aid of a hand-held Global Positioning System (GPS) receiver and plotted on the appropriate USGS topographic map and recent aerial photograph. In addition, sketch maps detailing site boundaries and natural and cultural features will be drawn. Crew personnel will keep daily field notes describing Project area conditions and details of any sites encountered. Sites will be photographed to the extent necessary to adequately convey the nature of their setting and condition.

The architectural field survey will entail visual examination of the Project APE in order to inventory existing buildings, structures, and other aspects of the built environment within the Project APE. Each historic resource will be plotted with a GPS unit on USGS quadrangle maps and on Project aerials. All identified historic resources will be photographed with a digital camera, and all pertinent information regarding the architectural style, distinguishing characteristics, and condition will be recorded on FMSF structure forms.

LABORATORY ANALYSIS

Laboratory analysis will include cleaning and identification of recovered artifacts. Sufficient analyses of the artifacts will be conducted to determine the age and possible function of archaeological sites identified. These data are necessary to provide adequate information for making preliminary National Register of Historic Places (NRHP) eligibility recommendations for archaeological sites in the Project APE. The artifacts and/or Project paperwork and other data will be prepared for curation using standard professional procedures and returned to the Client upon Project completion. Copies of Project paperwork and other Project data will be retained by SEARCH.

Deliverables

TECHNICAL REPORT

Following fieldwork and concurrent to the lab analysis, SEARCH will prepare a technical report describing the activities undertaken and the results of the investigation. The report will follow FDHR guidelines and will minimally include a management summary, introduction, cultural and environmental overview, methods, results, and conclusions and recommendations. The Project APE, shovel test locations, and any archaeological sites encountered will be depicted on Project maps. Any cultural resources documented will be described in detail and will include individual site plan maps. Using data compiled during background research, field investigations, and laboratory analyses, the Project's Principal Investigator will make a NRHP assessment recommendation for archaeological sites and architectural resources documented during the survey. The report will also include management recommendations (e.g., avoidance or mitigation) for any significant cultural resources in the Project APE. This task includes preparation of state site forms (as necessary) and a state survey log sheet.

The report will be submitted to the Client in electronic format (PDF) via email within 65 days of the End of Fieldwork (EOF). SEARCH will prepare a hardcopy of the Final Report and submit it to the State Historic Preservation Officer (SHPO) on the Client's behalf.

Project Schedule

TASK	TIMELINE
Notice to Proceed (NTP)	*To be determined by Client.*
Background Research / SHPO Consultation	Within two weeks from NTP, SEARCH will complete a review of the Florida Master Site File database, historic maps, aerial photographs, and other documentation, and environmental data to determine the probability for known and undocumented cultural resources in the Project APE.
Fieldwork	Schedule in coordination with Client. Complete within 60 days from NTP.
Technical Report	SEARCH will submit the Technical Report in electronic format (PDF) via email to the Client within 65 days of EOF. Upon receipt of authorization from Client, SEARCH will prepare and submit a hardcopy of the Technical Report (and appropriate documentation) to the SHPO.
SHPO Review	SHPO has a 30-day review period.

Price and Compensation Schedule

The lump sum, firm fixed price for this work is $30,990.00

SEARCH is providing this firm fixed price proposal to complete the Scope of Services described herein and relevant report for the Client's review and upon their instruction, submission to the appropriate agency. This price is based on the Project-specific assumptions noted herein and SEARCH's standard Expectations & Exclusions (Attachment A).

SEARCH will invoice based on the following milestones. Payment terms are 30 days upon receipt of invoice.

End of Fieldwork	50%
Draft Report Submission	85%
Final Report Submission	100%

Proposal Acceptance

We appreciate your review of this proposal. SEARCH has the capacity and experience to complete this Project according to agency and client requirements. This proposal is valid for 90 days. If you accept this proposal, please complete the section below and email a copy to me. Or, if this proposal does not meet your project goals, please let me know and I will be happy to make the necessary revisions or provide you with additional information. On behalf of the SEARCH team, we appreciate this opportunity to work with you.

Sincerely,

Elizabeth Chambless, MS, RPA
Senior Project Manager
beth@searchinc.com
850-607-2846 Phone

Accepted by Client:

Signature: _____

Name: _____

Title, Firm: _____

Date: _____

Expectations and Exclusions

The price for the quoted Project is subject to the following Expectations and Exclusions. In the event that any of these prove untrue, a modification to the Project will be required.

1.0	MANAGEMENT	
1.1	CHANGES	There will be no changes to the Project area, scope, schedule, travel, or the sequencing of Project tasks as defined in the scope of services.
1.2	DELAYS	There will be no delays as a result of circumstances beyond the control of SEARCH. These include, but are not limited to: weather; national emergency; access restrictions; animal nesting, breeding, or migration seasons; commercial carrier travel delays or cancelations; Project opposition; Government shutdown; mechanical failures; or delays in receiving material or action from a Client, Agency, or others.
1.3	DATA QUALITY	Project data delivered to SEARCH will be accurate, timely, organized, and will not require data conversion, correction, or the purchase of new software or equipment.
1.4	IT	The Project will not require additional hardware, software, licenses, or data storage.
1.5	MEDIA & PUBLIC RELATIONS	SEARCH will not have any direct contact with the media or public regarding the Project.
2.0	HEALTH, SAFETY & ENVIRONMENT	
2.1	HAZARDS	There are not any known hazardous conditions on the Project.
2.2	NOTIFICATION	The Client will immediately notify SEARCH of any hazardous conditions, risks, Health & Safety issues, or discoveries on the Project.
2.3	STOP WORK AUTHORITY	Any SEARCH staff member may, at their sole discretion suspend, redirect, or terminate work if it is determined that a hazardous condition exists.
2.4	SPECIALIZED REQUIREMENTS	No special safety equipment, certification, or training is required.
2.5	UXO	There is not any Unexploded Ordnance (UXO), nor a risk of UXO on the Project, and SEARCH will not be responsible for conducting a UXO detection survey.
2.6	HUNTING & SHOOTING	There is not any hunting, illicit hunting, or shooting on or adjacent to the Project.
2.7	ILLEGAL ACTIVITY	There is not any illegal activity on or adjacent to the Project.
2.8	OPPOSITION	There are not any hostile persons, organized groups, landowners, or neighbors that will engage or threaten SEARCH staff on the Project, including after work hours.
2.9	SECURITY	Site security, protective services, or police officers will not be required.
2.10	HSE PLAN	If one exists, the Client will provide a Project Health, Safety, and Environmental Plan.
3.0	FIELD	

3.1	PERMISSION	The Client will secure landowner and/or land manager permission to access the Project and supply SEARCH with the documentation in advance of fieldwork.
3.2	KEYS/CODES	The Client will provide gate keys and security codes to access all of the Project in advance of fieldwork.
3.3	INGRESS/EGRESS	There will be proximate and direct ingress and egress to the Project for SEARCH staff, vehicles, and equipment.
3.4	SEQUENTIAL ACCESS	For corridor projects, SEARCH will receive sequential access to the Project.
3.5	ACCESSIBILITY	The Project will be accessible and will not require any clearing of heavy vegetation, crossing of water bodies, or have any other access obstacles.
3.6	KNOWN DATA	The Client will provide SEARCH with knowledge of any rumored, suspected, or unrecorded cultural resources and/or historical events that are known to the Client to be on, adjacent to, or relevant to the Project.
3.7	BURIED UTILITIES	Buried utilities, if present, will be clearly marked by the Client prior to fieldwork; SEARCH will not be required to coordinate with buried utility location contractors except for Florida Department of Transportation projects when applicable.
3.8	SOIL	The soil conditions will not require pick axes, breaker bars, or other means to conduct fieldwork.
3.9	DELINEATION	Delineation of archaeological sites will comprise no more than 10% of the fieldwork and will not extend outside the Project boundaries.
3.10	DEEP TESTING	No deep testing or mechanical excavation will be conducted.
3.11	LODGING	Suitable overnight accommodations will be located in proximity to the Project.
4.0	LABORATORY	
4.1	ARTIFACTS	The artifacts and/or samples can be inventoried, processed, analyzed, and reported within the allotted laboratory labor hours, as scheduled.
4.2	STORAGE	The artifact collection will not be stored at a SEARCH facility after Project completion; return to the Client is expected.
5.0	REPORTING	
5.1	CUT-OFF DATE	The date of the proposal serves as the cut-off date for the consideration of new research, methods, reports, theories, laws, regulations, guidelines, policies, etc.
5.2	COMMENTS	Comments will be provided via one round of review and comment by the Client and each agency prior to the final deliverable. Comments are expected to: (1) offer clear direction of changes requested; (2) be non-contradictory between reviewers and with previous guidance; (3) not request information or action outside the scope of services as negotiated and/or awarded (such as items removed during contract negotiations or requests for additional or new services); (4) not request substantial reworking of the deliverable.
5.3	DIGITAL	Project deliverables will be digital, unless a hardcopy is specified in the scope of services with the quantities defined.
6.0	EXCLUSIONS	

6.1	ADDITIONAL SERVICES	Additional services or products, such as more fieldwork, special analysis or tests, subcontractors, travel, meetings, deliverables, reports, other direct costs, fees, tariffs, insurance, or labor requested from a Tribe, Agency, Landowner, Stakeholder, Government, or Client is not included in this Project.
6.2	CURATION	Because the size and character of the artifact collection is unknown, the cost to prepare, insure, ship or deliver, and curate the artifact collection at an appropriate repository is not included in this Project.

FEE ATTACHMENT D

SUE Data Collection

Infrastructure Specialty Services, Inc. (ISS, Inc.)

Exhibit "C"

INFRASTRUCTURE SPECIALTY SERVICES

Proposal

Date: April 8, 2020
W.O. #:

Customer ID: HDR

Approved by: T.E. Kassebaum

Bill to: Allen Vinson
HDR

Job: GPR - SUE Hollice T Williams Park

Qty	Description	Unit Price	Line Total
LS	GPR & S.U.E. Investigation. Quality Level "A". Using 3 frequency GPR. 1/2" survey markers will be placed on top of located utilities for calibration and identification purposes if needed or requested by client.	$15,000.00	$15,000.00
	Fee Proposal based on maximum of 3 days GPR and 6 Days of SUE work, approximately 28 - 30 discovery holes. This proposal is based off rudimentary project information. GPR & SUE days/time can be moved within the Lump Sum fee amount as needed by the client		
Assumptions:	No known hazardous material buried on site, no explosive material buried on site, no permits required from Federal, State or local authorities, any permits will be provided by client. ISS Inc. will have full unimpeded access to the site. Client will have a representative available (on-call) to make determinations of unknown material, substances, structures or utilities as needed. ISS Inc. will not provide citizen coordination and interaction services.		
Notes:	Client is responsible for providing the locations of ALL utilities regardless of age or current service. Excavation requiring machinery is not included in this quote. Any discovery of buried hazardous/dangerous/questionable material and/or structures will stop excavations immediately until properly identified by the client. Survey location services available for an additional fee. GPR depth readings will vary due to soil composition, moisture and debris, +/- 15%. Client shall make accommodations for variances. ISS Inc. will invoice weekly. Ground water can blind GPR signals.		
Method:	Utilities will be located by GPR. Soft dig locations (S.U.E.) will be hand and/or jet-vacuum excavated.		
		Subtotal	$ 15,000.00
		Misc.	
		Total	**$ 15,000.00**

Tammy E. Kassebaum - President

Make all checks payable to: Infrastructure Specialty Services, Inc.

Thank you for your business!

Payment is due upon receipt

2251 North "E" Street Pensacola, FL 32501 Sales@ISSGlobalSerices.com

FEE ATTACHMENT E

SKATEPARK DESIGN

American Ramp Company, Inc.

Exhibit "C"

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com

WWW.AMERICANRAMPCOMPANY.COM

April 17, 2020

HDR
ATTN: Robby Bryant
1100 Peachtree Street, NE | Suite 400
Atlanta, GA 30309

RE: PD 19-20.013 Hollice T. Williams Stormwater Park – Skate Park

Dear Robby Bryant,

American Ramp Company's project team is prepared to perform all the necessary work to complete this project with a high level of design and coordination diligence. Our project team's approach will be centered on providing the highest level of service to you while exceeding all of the project goals and expectations. This Proposal, should it be accepted by you, shall be considered the outlined scope of work for this project, which consists of a concrete skate park meeting the needs of the city process, community input and professional design services.

A policy of American Ramp Company is to provide the Client with a scope of work summary. The proposed design process is to be performed by American Ramp Company (ARC) for **HDR** (CLIENT) includes the following:

- **Phase 1- Pre-Planning Schematic Design (30%) $45,000**
  - Schematic Design for a Regional Skate Park
    - 2-Public Concept Input Meetings (virtual or in-person) with Schematic Examples of Different Styles of Terrains
      - Web Portal for Virtual Input
      - Up to 2-3 Renditions of Concept Development
    - 2-City Project Meetings (virtual or in-person) for Coordination and Site Assessment
    - Review Client's Site Documents and Coordinate with Multi-Disciplinary Team for Creative Stormwater Ideas/Solutions

- **Phase 2- Design Development (30%, 60%, 100%) $51,000**
  - Construction Documents for a Regional Skate Park and potential Skate Spots/Activity Spots
    - Concept Review 30%, 60%, 100% (phasing optional)
    - Stamp and Seal Drawings
  - Construction Cost Estimation
  - Construction Schematic for Marketing

TOTAL DESIGN FEES = $96,000.00

Exhibit "C"

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com

WWW.AMERICANRAMPCOMPANY.COM

- **Phase 2- Design Development (OPTIONAL) $15,000**
  - Qualifications and BID/RFI Assistance
  - Specialty and Professional (PE) Inspections
    - 6 Inspections: Rough/Fine Grading, Rebar Layout, Formwork, Coping Review, Shotcrete Review, Flatwork Review, & Final Walk-Thru (specialty inspection or PE)
    - Digital Inspection for Rebar from Builder

TOTAL POST DESIGN FEES = $15,000.00

ACCEPTANCE

Should you have any questions regarding our proposed scope of work or if you would like us to make any revisions to the services outlined, please call. You may rest assured that if we are selected to be your Skate Park Designer, our entire staff will be committed to meeting you project schedules and to the overall success of your project. We look forward to helping you attain the maximum beauty and utility of your property**.**

If this proposal meets with your approval, please sign and return to our office. When accepted, this proposal will serve as a mutual commitment between American Ramp Company and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement.

American Ramp Company

By: _____ _____
American Ramp Company Date

APPROVED BY CLIENT:

By: _____ _____
Date

Exhibit "C"

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com

WWW.AMERICANRAMPCOMPANY.COM

HOURLY RATE SCHEDULE

Effective January 2020 through December 2020

Hourly Rates	
Project Manager	$110
Civil Engineering	$110
Skate Park Designer	$70
CAD Manager	$70
Computer Imaging	$70
Administration Services	$55
Public Meetings & Site Visits	$100

Example of Direct Costs are as follows:

- Flights (based on coach fare rates)
- Car Rental (based on economy car rate and includes all applicable taxes, fees, insurance, and fuel charges)
- Accommodations (not to exceed $200 / night)
- Meals ($60.00/ per diem, per person)
- Parking Fees (airport, garage, and/or metered)
- Tolls
- Printing/Duplicating/Plotting/Blueprinting
- Messenger
- Postage/Federal Express
- Graphics
- Photographs

Sub-consultants

A Sub-consultant Management Fee of ten percent (10%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.

Direct Costs

A ten percent (10%) will be added to the direct costs mentioned above.

FEE ATTACHMENT F

Irrigation Design

Irrigation Consultant Services, Inc. (ICS, Inc.)

Exhibit "C"

April 17, 2020

Irrigation Consultant Services

Mr. Robby Bryant
HDR
1100 Peachtree Street, NE
Suite 400
Atlanta, GA 30309

Irrigation Design
Consultation
Management
GPS Services

RE: Landscape Irrigation Design Proposal for the Hollice T Williams Park project – Pensacola, Florida

Dear Robby,

After receiving the plans concerning the Hollice T Williams Park project, I.C.S.' fees for this project are the following:

Irrigation System Design:

30% Plan Submittal
It is assumed that ICS would not be performing design services at this submittal stage of design. If so, proposed our work would be billed at a rate of $90/hr, with assumption that work would be limited to less than 10 hours total time.

60% Plan Submittal:
ICS Fee: $9,500.00
**Will be preliminary in nature. If more detailed plans are required, additional fees would be necessary.*

90% Plan Submittal:
ICS Fee: $16,500.00

100% Plan Submittal
ICS fee: $9,500.00

**Fees based on one-time submittal of plans at each submittal listed above. Additional submittals/resubmittals will require additional fees.*
**Fees do not include development of alternative water source (see below) or LEED Calculations/Documentation.*

Alternative Water Development/Pumping (if required)

30% Plan Submittal:
ICS Fee: $900.00 (if required, preliminary water use calculations)

60% Plan Submittal:
ICS Fee: $1,250.00

90% Plan Submittal:
ICS Fee: $750.00

100% Plan Submittal
ICS fee: $750.00

**ICS is not an engineering firm. Will aid in sizing of harvesting methods, but actual design of harvesting units would be part of stormwater drainage system and responsibility of others. ICS would design pump units to utilize harvested water.*

ICS, Inc.
P.O. Box 603
Conyers, GA 30650
Ph (770) 929-0884

www.irrcons.com

ASIC

Site Visits/Team Meetings:
ICS Fee: $750.00 per day, plus all travel expenses

CA Related Calls/Conferences:
ICS Fee: $75.00 per hour

RFI Review/Submittal Response:
ICS Fee: $75.00 per hour

The irrigation design fee includes the following:

1. A complete irrigation design for the site based on appropriate materials, concept and program. This will include head location, pipe routings, pipe and wire sizing based on design program.

2. The drafting of all plans necessary to describe work.

3. Coordinate with the Landscape Architect (HDR) to develop drawings within the project timetable.

4. A set of written specifications.

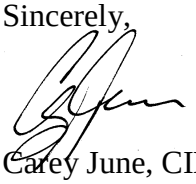
HDR Group shall supply base drawings.

Please note that additional services will incur if changes are made by the Landscape Architect, Engineers, or Architects to the base plans after the irrigation design has been started, and completed. If multiple submittals (or more submittals than listed above) become required, additional fees may be required. Amount of additional fees to be determined at time additional work becomes necessary.

All other expenses shall be reimbursed (i.e. plots, bluelines, courier service, etc.)

If this proposal is agreeable, please indicate by your signature and return a copy to me. We look forward to working with you on this project.

Sincerely,



Carey June, CID, ASIC
Irrigation Consultant

Accepted For HDR:

_____

Date:_____

FEE ATTACHMENT G

Splashpad Design

Wet Engineering, Inc.

Exhibit "C"

May 5, 2020

W. Robert Bryant
HDR, Inc.
1100 Peachtree St., NE
Suite 400
Atlanta, GA 30309

Subject: Professional Scope and Fee Proposal the Aquatics Design of the City of Pensacola Interactive Water Feature (IWF), Pensacola, Florida

Dear Mr. Bryant:

WET Engineering Inc. (WET) is pleased to submit a professional scope and fee proposal for the above-mentioned project. The fees are based on our conversation, your May 4th email, and our past experience on similar projects. The project scope is described below.

TASK 1: Prepare mechanical design, construction plans, and Division 13 technical specifications for the interactive water feature (IWF) for the City of Pensacola. The IWF will be part of a larger park project and will be approximately 2,000 square feet with an assortment of ground sprays. The design and construction plans for the IWF includes: plumbing, pump flow and head calculations; treatment calculations; pool equipment details; and recirculation equipment layout. The technical specifications will be prepared, identifying equipment and construction material requirements for the aquatics elements. The recirculation and pumping equipment for IWF will be housed in an independent pump room, with location to be determined by the architect.

The task includes the structural design for the IWF concrete pad only. Structural and electrical design for the equipment building to be provided by others. WET Engineering will provide equipment details to assist in the electrical design, as needed. Coordinate with vendors to design systems for purchased equipment. Scaled equipment area layouts will also be provided.

Task includes team meetings via phone as needed.

Lump Sum Fee, TASK 1: $16,225.00

TASK 2: Prepare construction drawings and associated materials for submittal to the Escambia County Building Department (BD) and the Florida Department of Health (FDOH) for review, approval and issuance of construction permits for Pool. Task includes response to BD and FDOH requests for additional information as needed. Task does not include onsite submittal to BD.

Lump Sum Fee, TASK 2: $1,850.00

4337 Pablo Oaks Court, Suite 10, Jacksonville, FL 32224
904-223-9773 ● 904-832-9236 FAX

TASK 3: CONSTRUCTION ADMINISTRATION: Perform shop drawing review for IWF prior to construction as necessary. Provide responses to requests for additional information throughout construction process.

Lump Sum Fee, TASK 3: $1,350.00

TASK 4 (OPTIONAL): Perform a site visit to observe steel placement for the IWF prior to concrete installation and provide findings report to Client. Perform final site visit for IWF following construction. WET will review IWF and equipment for compliance with state codes. Provide punch list to Client detailing deficient items. Provide assistance as necessary for approval of initial operating permit for Pool from the FDOH. The fee is based on a "per trip charge" and includes travel related expenses. Fee assumes one day site visit with no overnight stays.

Lump Sum Fee Per Site Visit: $2,650.00

ASSUMPTIONS / EXCLUSIONS

1. Task 1 includes providing the IWF layout, recirculation plumbing, and mechanical layout of the IWF equipment in the designated areas. Structural design of the IWF splash pad to be provided by WET. Electrical design to be provided by others. Structural design of the equipment and restroom building to be provided by others.
2. Submittal of Permit Modification application to BD and FDOH for pools will be billed hourly on a "not to exceed" basis should changes to project design following initial submission to BD make this necessary.
3. HDR to provide concept plan and desired ground spray selections and arrangement on the splash pad in CAD format.
4. Waterproofing for pools and water features is included.
5. Design of pools will be performed to incorporate requirements for compliance with the Americans With Disabilities Act if required.
6. Pool hydraulic systems will be designed in accordance with the Virginia Graeme Baker Pool and Spa Safety Act.
7. Life Safety Plan for pool and deck area to be prepared by others.
8. Proposal does not include cost estimating services for the project.
9. Deck design and drainage to be supplied by others.
10. All feature details to be supplied by the manufacturer. WET Engineering will coordinate with the respective manufacturers to ensure the appropriate mechanical equipment and fixtures are supplied feature flows.
11. It is assumed that WET will be provided with the connection points for the stormwater collection system, backwash disposal, and potable water, as needed. WET assumes the sanitary and water lines are sized appropriately to operate the IWF and to handle the waste from the recirculation system. The proposal does not include utility, site grading, site geometry, or stormwater design or planning.
12. Restroom design is not included in the proposal. WET Engineering will provide recommendations for fixture counts, if requested.
13. The proposal does not include any architectural, landscape, irrigation, or theming design.
14. Geotechnical services are not included in this proposal. Geotechnical data may be required for pool structure designs, which are to be provided by others.

15. Construction administration services will be limited to the guidelines set by HDR at the onset of the project.
16. IWF finish to be specified by landscape architect with input from WET.
17. Electronic plans of the IWF and equipment area outline, to facilitate the aquatic design, to be provided by the architect.
18. Contractor questions will be routed through HDR. WET will provide limited construction administration services, to include shop drawing review for mechanical equipment, piping, piping accessories, and pool construction materials.
19. Site visits are included and limited to Optional TASK 4. Any additional site visits will be billed based on the standard hourly rates provided with travel reimbursement.
20. Permit fees are the responsibility of the owner or the contractor.

The following services are not included in the basic fee: (i) project representation and construction observation on a full time basis or on a basis other than described above, including submittal of materials to and appearance before the Florida Department Of Health Advisory Review Board if a variance from state codes is required, (ii) activities beyond those described above including surveying, geotechnical reports or investigation, structural or electrical engineering, offsite drainage or utilities design or permitting, (iii) changes to the project design at the discretion of the owner if the direction for such change requires revision to prior approved design, (iv) threshold or special inspections, and pre-engineered product design.

Additional services will be billed at the standard WET Engineering Inc. hourly rate of $175/MH for Professional Engineer, $75/MH for CADD Designer, $40/MH for Clerical. Structural Engineer: $200/MH.

Invoicing will be monthly or as otherwise agreed upon. Payment not received within 30 calendar days of date of invoice will be considered past due and WET Engineering Inc. may stop work until the account is brought current. In addition, if Client fails to make any payment due Engineer for services and expenses within 30 calendar days after date of Engineer's invoice, the amount due will accrue interest at the rate of 1.5% per month from said 30th day, until payment is received. This proposal is valid for 60 days from the date shown unless accepted in writing. In any litigation arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those fees and costs arising out of any appellate proceedings. The attached terms and conditions are hereby made a part of this agreement.

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

ID/Sol No.	PD 19-20.013
Name	Hollice T. Williams Stormwater Park
Type	**Shortlist**
Evaluations Due	Friday March 13, 2020

Print

	GULF CIVIL ENGINEERING, LLC	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.	Goodwyn, Mills and Cawood, Inc. (GMC)
⊞ Brent Wipf	73	80	84	86	82	75
⊞ Derrik Owens	81	94	89	96	93	80
⊞ Brian Cooper	85	73	76	86	92	81
⊞ Helen Gibson	85	96	96	94	97	82
⊞ Matt J Posner	80	82	87	85	97	94
⊞ Terri Berry	86	90	84	88	85	89
Grand Total	**490**	**515**	**516**	**535**	**546**	**501**
Average Score	**81.7**	**85.8**	**86.0**	**89.2**	**91.0**	**83.5**
Rank	**6**	**4**	**3**	**2**	**1**	**5**

(100% Complete) **Post Scores**

Final Results

1 Geosyntec Consultants, Inc.
2 Atkins North America, Inc. (Pensacola Office)
3 LandDesign, Inc.
4 HDR Engineering, Inc.
5 Goodwyn, Mills and Cawood, Inc. (GMC)
6 GULF CIVIL ENGINEERING, LLC

Final Results

Print

PD 19-20.013 Hollice T. Williams Stormwater Park	GULF CIVIL ENGINEERING, LLC	HDR Engineering, Inc.	LandDesign, Inc.	Atkins North America, Inc. (Pensacola Office)	Geosyntec Consultants, Inc.	Goodwyn, Mills and Cawood, Inc. (GMC)
Individual Committee Member Scores						
Brent Wipf	73	80	84	86	82	75
Derrik Owens	81	94	89	96	93	80
Brian Cooper	85	73	76	86	92	81
Helen Gibson	85	96	96	94	97	82
Matt J Posner	80	82	87	85	97	94
Terri Berry	86	90	84	88	85	89
Total	**490**	**515**	**516**	**535**	**546**	**501**
Individual Committee Member Ranking Based on Score						
Brent Wipf	6	4	2	1	3	5
Derrik Owens	5	2	4	1	3	6
Brian Cooper	3	6	5	2	1	4
Helen Gibson	5	2	3	4	1	6
Matt J Posner	6	5	3	4	1	2
Terri Berry	4	1	6	3	5	2
Total	**29**	**20**	**23**	**15**	**14**	**25**
Ranking	**6**	**3**	**4**	**2**	**1**	**5**

Final Ranking

1 Geosyntec Consultants, Inc.
2 Atkins North America, Inc. (Pensacola Office)
3 HDR Engineering, Inc.
4 LandDesign, Inc.
5 Goodwyn, Mills and Cawood, Inc. (GMC)
6 GULF CIVIL ENGINEERING, LLC

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18029 **County Administrator's Report 9. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/18/2020
Issue: Contract PD 14-15.030 - Bob Sikes Bridge Toll System Time and Materials Maintenance Contract
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract PD 14-15.030, Bob Sikes Bridge Toll System Time and Materials Maintenance Contract - Joy Jones, P.E., Engineering Department Director

That the Board approve the annual allocation for Contract Agreement PD 14-15.030, for the Bob Sikes Bridge Toll System Time and Materials Maintenance Contract, through September 30, 2021, to Transcore, LP, as indicated below:

Time Period	Year	Months	Monthly Cost	Total Cost	10% Time/Materials	Grand Total
ending 07/07/2021	5	12	$15,826.83	$189,921.94	$18,992.19	$208,914.13
ending 09/30/2021	6	3	$16,380.77	$49,142.31	$4,914.23	$54,056.54
Total				$239,064.25	$23,906.42	$262,970.67

Vendor	Funding	Amount	Contract Number
Transcore, LP Vendor #420423	Fund 167, Bob Sikes Toll Facility Cost Center 140301, Object Code 54601	$262,970.67	PD 14-15.030, Bob Sikes Toll System

BACKGROUND:

At the regularly scheduled meeting on July 7, 2015, the Board approved Contract PD 14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project, to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years' Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners.

Approval of this Recommendation will allocate funds for the next 15 months for equipment maintenance, repairs, and equipment. This will line up Board approval of future Engineering Transportation and Traffic Operation's budget allocations approval for Transcore, LP, each fiscal year. At a future regular Board meeting, staff will recommend approval to exercise the County's option to extend for the additional five years allowed in the Contract. Funding approval will ensure timely maintenance and repair of toll facility equipment and a means to efficiently process collections from our guests arriving at Pensacola Beach.

BUDGETARY IMPACT:

Funding	Amount	Contract Number
Fund 167, Bob Sikes Toll Facility Cost Center 140301 Object Code 54601	$262,970.67	PD 14-15.030 Bob Sikes Bridge Toll System

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required to execute this request.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County, FL, Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Purchase Orders will be issued as required.

Attachments

Annual Allocation-Actuals

Board Actions

Transcore, LP

Contract PD 14-15.030

Bob Sikes Bridge Toll System Time and Materials Maintenance Contract

					Budget		
Time Period	Year	No	Months	Monthly Cost	Total Cost	10% Time/Materials	Grand Total
period ending 07/07/2016	Year 0	12	months	$ 13,792.17	$ 165,506.00	$ 16,550.60	$ 182,056.60
period ending 07/07/2017	Year 1	12	months	$ 13,792.17	$ 165,506.00	$ 16,550.60	$ 182,056.60
period ending 07/07/2018	Year 2	12	months	$ 14,274.89	$ 171,298.71	$ 17,129.87	$ 188,428.58
period ending 07/07/2019	Year 3	12	months	$ 14,774.51	$ 177,294.16	$ 17,729.42	$ 195,023.58
period ending 07/07/2020	Year 4	12	months	$ 15,291.62	$ 183,499.46	$ 18,349.95	$ 201,849.41
period ending 07/07/2021	Year 5	12	months	$ 15,826.83	$ 189,921.94	$ 18,992.19	$ 208,914.13
period from 07/08/2021 to 09/30/2021 ($195,569.21)	Year 6	3	months	$ 16,380.77	$ 49,142.31	$ 4,914.23	$ 54,056.54
				Total Budget	$ 1,102,168.58	$ 110,216.86	$ 1,212,385.44

					Actual		
Time Period	Year	No	Months	Monthly Cost	Total Expensed	Time/Materials	Grand Total
period ending 07/07/2016	Year 0	12	months	$ 13,792.17	$ 165,506.00	$ -	$ 165,506.00
period ending 07/07/2017	Year 1	12	months	$ 13,792.17	$ 165,506.00	$ -	$ 165,506.00
period ending 07/07/2018	Year 2	12	months	$ 14,274.89	$ 171,298.71	$ 5,459.97	$ 176,758.68
period ending 07/07/2019	Year 3	12	months	$ 14,774.51	$ 177,294.16	$ 14,844.11	$ 192,138.27
period ending 07/07/2020	Year 4	10	months	$ 15,291.62	$ 152,916.22	$ 10,313.63	$ 163,229.85
period ending 07/07/2021	Year 5	0	months	$ 15,826.83	$ -	$ -	$ -
				Total Actual	$ 832,521.09	$ 30,617.71	$ 863,138.80

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board approve the funding allocation of $300 from Commissioner Lumon May's discretionary fund to sponsor the Pensacola Branch National Association for the Advancement of Colored People's (NAACP) 29th Annual Freedom Fund Banquet on July 12, 2019.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 28, with the exception of Items 8, 9, and 24, which were held for separate votes, as amended to drop Item 3.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

19. Recommendation: That the Board approve the annual allocation, in the amount of $183,499.46, plus an additional 10% ($18,349.95), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2020, to Transcore, LP.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401.]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 28, with the exception of Items 8, 9, and 24, which were held for separate votes, as amended to drop Item 3.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Time and Materials Maintenance Contract Agreement PD 14-15.030

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving the annual allocation, in the amount of $177,294.16, plus an additional 10% ($17,729.42), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2019, to Transcore, LP (Funding: funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401).

Speaker(s):

Sean Bullington

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning Contracts for the Bob Sikes Bridge Toll Facility (Funding: funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401):

A. Approving the annual allocation, in the amount of $171,298.71, plus an additional 10% ($17,129.87), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, through July 7, 2018, to Transcore, LP; and

B. Amending the Board's action of December 8, 2016, CAR II-32, Item "B," and approving a 12-month extension, effective July 1, 2017, through June 30, 2018, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original Contract.

24. Approving, and authorizing the County Administrator to execute, the following Change Order to Roads, Inc., of NWF, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #16EN3655):

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$19,500.00
Vendor:	Roads, Inc., of NWF
Project Name:	Mack's Road Dirt Road Paving Project
Contract:	PD 14-15.064, General Paving and Drainage Agreement
Purchase Order No.:	161394
Change Order (CO) No.:	1
Original Award Amount:	$337,890.80
Cumulative Amount of Change Orders through this CO:	$19,500.00
New Contract Total:	$357,390.80

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

10. Amending the Board's action taken on December 8, 2016, CAR II-32A, approving the annual allocation, in the amount of $180,000, for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the recommendation to September 30, 2017, rather than September 30, 2016; this does not affect the Five year Time and Maintenance Contract, 14-15.030, that was approved July 7, 2015.

11. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Florida Department of Environmental Protection Agreement No. S0878, Amendment Number 1, which includes the following changes (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110211, Object Code 56301, Project 16PF3502):

Task 1 Design and Permitting is being changed from $78,000 to $45,000, which is based on actual expenses.

Task 2 Construction is being changed from $864,000 to $758,000, which is based on the completed design.

Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from $40,200 to $180,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through June 2017.

None of the task descriptions have changed, and the total amount of the Grant remains unchanged at $1,000,000.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

A. Approving the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP;

B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action. (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

A. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

(Continued on Page 60)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401):

A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, "Bob Sikes Bridge Toll System Upgrade Project," for a lump sum of $1,675,379.02;

B. Approving, and authorizing the County Administrator to sign, the Purchase Orders for materials included in the Scope of Work being purchased by Escambia County due to contract savings, as follows:

(1) Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

(2) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743.00;

(3) Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495.00;

(4) Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

(5) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, DMZ Switch, in the amount of $477.00;

(Continued on Page 21)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Continued...

B. Continued...

(6) Third Party Software Purchase Orders, as follows:

(a) Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

(b) Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

(c) Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

(d) Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495.00;

(e) Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795.00;

(f) Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

(7) Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

(8) Graybar, UPS, in the amount of $10,908.80, for computer hardware, totaling $86,991.69;

C. Acknowledging, for the Board's record, the total for installation, in the amount of $1,762,370.71; and

(Continued on Page 22)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18034 **County Attorney's Report 9. 1.**
BCC Regular Meeting **Action**
Meeting Date: 06/18/2020
Issue: Authorize Scheduling a Public Hearing to Consider an Ordinance Relating to Escambia Children's Trust
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on Thursday, July 2, 2020, at 5:37 p.m., to Consider an Ordinance Creating Chapter 90, Article 10, Providing for the Creation of a Countywide Independent Special District and a Governing Board to be known as the Escambia Children's Trust.

That the Board authorize the scheduling of a Public Hearing on Thursday, July 2, 2020, at 5:37 p.m. to consider an Ordinance creating Chapter 90, Article 10, providing for the creation of a countywide independent special district and a governing board to be known as the Escambia Children's Trust in the Escambia County Code of Ordinances.

BACKGROUND:

Interested citizens have approached the Escambia County Board of County Commissioners with a request to place this issue on the ballot as a referendum of the Escambia County voters. The Escambia County Board of County Commissioners addressed the item at its June 16, 2020, Committee of the Whole. The Board of County Commissioners is the entity which can direct the Supervisor of Elections to place the referendum on the ballot.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was reviewed by Assistant County Attorney Kia M. Johnson, and will be advertised in the Pensacola News Journal on June 20, 2020.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

ORDINANCE NO. 2020 - __

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; CREATING CHAPTER 90, ARTICLE 10 OF THE CODE OF ORDINANCES, PROVIDING FOR THE CREATION OF A COUNTYWIDE INDEPENDENT SPECIAL DISTRICT TO INVEST IN METRICS BASED, SUCCESSFUL CHILDREN'S SERVICES PROGRAMS THROUGHOUT ESCAMBIA COUNTY; PROVIDING FOR A GOVERNING BOARD TO BE KNOWN AS THE ESCAMBIA CHILDREN'S TRUST; PROVIDING FOR THE MEMBERSHIP; PROVIDING FOR THE POWERS AND DUTIES OF THE TRUST; PROVIDING FOR THE CONDUCT OF BUSINESS; PROVIDING FINANCIAL REQUIREMENTS, REPORTING REQUIREMENTS, AND BUDGET PROCEDURES; PROVIDING FOR AUTHORIZATION OF THE LEVY OF AD VALOREM TAXES OF ONE-HALF MILL FOR A TERM OF 10 YEARS; PROVIDING FOR A NOVEMBER 3, 2020 REFERENDUM AND A BALLOT QUESTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; 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 Legislature of the State of Florida has, in Chapter 125.901, authorized the creation of Children's Services Councils (CSCs) as a countywide special taxing district created by ordinance, and approved by voters, to invest in metrics based, successful programs and services that improve the lives, health and well-being of children and their families; and

WHEREAS, to date, nine Florida counties have created independent CSCs that invest taxpayer dollars in the well-being of their community's children and families, and the primary focus of all CSCs is to invest in early childhood education, prevention and early intervention programs that produce measurable results; and

WHEREAS, in nine counties, voters have approved independent taxing authority for their CSC to ensure that a dedicated, recurring funding source is available for children's programs and services. The counties are Palm Beach, Alachua, Broward, Hillsborough, Martin, Miami-Dade, Okeechobee, Pinellas and St. Lucie; and

WHEREAS, the community has taken action to formally recommend to the Escambia County Board of County Commissioners the establishment of an independent

Children's Trust to be known as the Escambia Children's Trust and to hold a referendum on the creation of an independent special district; and

WHEREAS, Escambia County children need increased and enhanced services; and

WHEREAS, more than half of the children in Escambia County are not prepared to enter kindergarten[1]; and

WHEREAS, in Escambia County only 56% of children in 3rd grade read on grade level and only 50% of 7th graders are proficient in 7th grade math. While 12.1% of Escambia County students are chronically absent[2]; and

WHEREAS, Escambia County ranks 47 out of 67 Florida counties, according to the 2019 Florida Child Well-Being Index[3]; and

WHEREAS, every year in Escambia County over 5,000+ reports of suspected child abuse are received by the Department of Children and Families. Child abuse comes in many forms – physical abuse, sexual abuse, neglect – and recognizing child abuse is not easy[4]; and

WHEREAS, allegations of child abuse or medical neglect affect one in eight children in Escambia County[5]; and

WHEREAS, as many as 70% of children with developmental delays or disorders are not diagnosed or properly treated before they start school; and

WHEREAS, the higher a person's educational attainment and income, the more likely that person is to have a longer life expectancy; and

WHEREAS, the Board of County Commissioners determines that it is in the best interests of the health, safety and welfare of the public to place a referendum establishing said independent district within Escambia County before the qualified Escambia County voters on the November 3, 2020 general election ballot.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

[1] https://www.achieveescambia.org/data
[2] https://www.achieveescambia.org/data
[3] https://static1.squarespace.com/static/5ba3f2780feb9d7656220531/t/5e273266c8d88d7566a9227b/1579627124664/Annual+Report+2020.pdf
[4] https://www.gulfcoastkidshouse.org/child-abuse-prevention/programs.asp
[5] https://test.gulfcoastkidshouse.org/

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Chapter 90, Taxation, Article 10, Children's Services Independent District, is created as follows:

Sec. 90-311 – Sec. 90 – 349. Reserved.

Article X. Children's Services Independent District. The "Escambia Children's Trust."

Sec. 90 – 350. Short Title.

This article shall be known and may be cited as the "Escambia Children's Trust"

Sec. 90 – 351. Authority.

This article is adopted pursuant to §125.901, Florida Statutes (2019), Children's Services.

Sec. 90 – 352. Creation of an Independent Special District; Creation of the Children's Trust of Escambia County.

Subject to the approval of a majority of the qualified electors of Escambia County voting in November 3, 2020 referendum, there is hereby created an independent special district to invest in children's services throughout the County. The boundaries of the District shall be coterminous with the boundaries of Escambia County. The governing body of the District shall be a board of directors to be known as the Escambia County Children's Trust council on children's services.

Sec. 90 – 353. Purpose.

The purpose of the Escambia Children's Trust is to invest in the well-being of children within Escambia County by maximizing resources and ensuring accountability through investment in and support to community provider programs through a competitive review process. Escambia Children's Trust shall serve to collaborate and support necessary educational, preventive, developmental, treatment, intervention, and rehabilitative services for children within the County through funding and/or through cooperative agreements where not otherwise prohibited. The Escambia Children's Trust will assist the children through issuance and evaluation of requests for proposals from children's services providers when such is determined to be in the best interest of the health, safety and welfare of the community. Eligibility for application, review, and approval of Trust funding shall require that the direct service provider meets the Trust's requirements of proven fiscal accountability and performance based metrics to ensure successful program operation and accountable use of funding for the benefit of children.

Sec. 90 – 354. Membership.

The Escambia Children's Trust shall consist of 10 members as mandated by State of Florida Statute 125.901, Florida Statutes (2019), including:

(1) The superintendent of schools;
(2) A local school board member;
(3) The district administrator from the appropriate district of the Department of Children and Families, or his or her designee who is a member of the Senior Management Service or of the Selected Exempt Service;
(4) One member of the county governing body;
(5) The judge assigned to juvenile cases who shall sit as a voting member of the board, except that said judge shall not vote or participate in the setting of ad valorem taxes under this section. If there is more than one judge assigned to juvenile cases in a county, the chief judge shall designate one of said juvenile judges to serve on the board; and
(6) The remaining five members shall be appointed by the Governor, and shall, to the extent possible, represent the demographic diversity of the population of the county. After soliciting recommendations from the public, the county governing body shall submit to the Governor the names of at least three persons for each vacancy occurring among the five members appointed by the Governor, and the Governor shall appoint members to the council from the candidates nominated by the county governing body. The Governor shall make a selection within a 45-day period or request a new list of candidates. All members appointed by the Governor shall have been residents of the county for the previous 24-month period. Such members shall be appointed for 4-year terms, except that the length of the terms of the initial appointees shall be adjusted to stagger the terms. The Governor may remove a member for cause or upon the written petition of the county governing body. If any of the members of the council required to be appointed by the Governor under the provisions of this subsection shall resign, die, or be removed from office, the vacancy thereby created shall, as soon as practicable, be filled by appointment by the Governor, using the same method as the original appointment, and such appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies, or is removed from office.

Sec. 90 – 355. Powers and Functions.

The Escambia Children's Trust shall have the following powers and functions:

(1) To provide funding and maintain in the County such preventive, developmental, treatment, intervention, and rehabilitative services for children from birth to 18 years of age as the council determines are needed for the general welfare of the county.

(2) To provide such other services for all children as the council determines are needed for the general welfare of the county.

(3) To allocate and provide funds for other agencies in the county which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.

(4) To collect information and statistical data and to conduct research which will be helpful to the council and the county in deciding the needs of children in the county.

(5) To consult and coordinate with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.

(6) To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subparagraph shall be construed to authorize a district to issue bonds of any nature, nor shall a district have the power to require the imposition of any bond by the governing body of the county.

(7) To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and functions.

(8) All powers, functions, and duties specified in Section 125.901, Florida Statutes or otherwise permitted by law.

(9) It is the intent of the County that the funds collected pursuant to the provisions of this section shall be used to support improvements in children's services and that such funds shall not be used as a substitute for existing resources or for resources that would otherwise be available for children's services.

(10) Members of the council shall serve without compensation, but shall be entitled to receive reimbursement for per diem and travel expenses consistent with the provisions of Section 112.061, *Florida Statutes* (2019), as amended.

Sec. 90 – 356. Conduct of Business.

The Escambia Children's Trust shall:

(1) Immediately after the members are appointed, elect a chair and a vice chair from among its members, and elect other officers as deemed necessary by the council.

(2) Immediately after the members are appointed and officers are elected, identify, and assess the needs of the children in Escambia County and submit to the Escambia County Board of County Commissioners a written description of:

a. The activities, services, and opportunities that will be provided to children.

b. The anticipated schedule for providing those activities, services, and opportunities.

c. The manner in which children will be served, including a description of arrangements and agreements which will be made with community organizations, state and local educational agencies, federal agencies, public assistance agencies, the juvenile courts, foster care agencies, and other applicable public and private agencies and organizations.

d. The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.

e. The manner in which the council will seek and provide funding for unmet needs.

f. The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

(3) Provide training and orientation to all new members sufficient to allow them to perform their duties, including operating transparency and Sunshine requirements.

(4) Make and adopt bylaws and rules and regulations for the council's guidance, operation, governance, and maintenance, provided such rules and regulations are not inconsistent with federal or state laws or county ordinances.

(5) Provide an annual written report, to be presented no later than January 1, to the governing body of the county. The annual report shall contain, but not be limited to, the following information:

a. Information on the effectiveness of activities, services, and programs offered by the Escambia Children's Trust, including cost effectiveness.

b. A detailed anticipated budget for continuation of activities, services, and programs offered by the Escambia Children's Trust, both public and private.

c. Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.

d. A description of the degree to which the council's objectives and activities are consistent with the goals of this section.

e. Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services, and activities have been successfully used by children.

f. Information on programs, services and activities that should be eliminated; programs, services and activities that should be continued; and programs, services, and activities that should be added to the basic format of the council.

Sec. 90 – 357. Sunshine Law and Public Records

(1) The Council shall operate as required by the Florida Sunshine Law, Chapter 286, *Florida Statutes* (2019), as amended and the Florida Public Records Act, Chapter 119, *Florida Statutes* (2019), as amended.

(2) The Council shall maintain minutes of each meeting, including a record of all votes cast, and shall make such minutes available to any interested person.

(3) Meetings of the council shall be publicly noticed.

Sec. 90-358. Fiscal Year.

(a) The fiscal year of the District shall be the same as that of the county.

(b) On or before July 1 of each year, the council shall prepare and adopt an annual written budget of the District's expected income and expenditures, including a contingency fund. The council shall, in addition, compute a proposed millage rate within the voter-approved cap necessary to fund the tentative budget and, prior to adopting a final budget, comply with the provisions of s. 200.065, relating to the method of fixing millage, and shall fix the final millage rate by resolution of the council. The adopted budget and final millage rate shall be certified and delivered to the governing body of the county as soon as possible following the council's adoption of the final budget and millage rate pursuant to chapter 200. Included in each certified budget shall be the millage rate, adopted by resolution of the council, necessary to be applied to raise the funds budgeted for district operations and expenditures. In no circumstances, however, shall any district levy millage to exceed a maximum of 0.5 mills of taxable valuation of all properties within the county which are subject to ad valorem county taxes.

(c) The budget of the district so certified and delivered to the governing body of the county shall not be subject to change or modification by the governing body of the county or any other authority.

Sec. 90-359. Levying of Ad Valorem Taxes.

(1) In order to provide funds for the Escambia Children's Trust, the District may levy ad valorem taxes annually on all taxable property in the County of one-half mill for a term of 10 years, provided that the authority to levy such taxes has been approved by a majority vote of the electors of the County voting in a countywide election to be held in accordance with the requirements of the Constitution and the laws of Florida. The tax shall be assessed, levied and collected in the same manner and at the same time as is provided by law for the levy, collection and enforcement of collection of County taxes. The authority to levy the ad valorem tax must be submitted to the voters for reauthorization every 10 years commencing with the effective date of this ordinance.

(2) All tax money collected under this section, as soon after the collection thereof as is reasonably practicable, shall be paid directly to the council by the tax collector of the county, or the clerk of the circuit court if the clerk collects delinquent taxes.

(3) a. All moneys received by the council shall be deposited in qualified public depositories, as defined in s. 280.02, with separate and distinguishable accounts established specifically for the council and shall be withdrawn only by checks signed by the chair of the council and countersigned by either one other member of the council or by a chief executive officer who shall be so authorized by the council.

b. Upon entering the duties of office, the chair and the other member of the council or chief executive officer who signs its checks shall each give a surety bond in the sum of at least $1,000 for each $1 million or portion thereof of the council's annual budget, which bond shall be conditioned that each shall faithfully discharge the duties of his or her office. The premium on such bond may be paid by the council as part of the expense of the council. No other member of the council shall be required to give bond or other security.

(4) No funds of the district shall be expended except by check as aforesaid, except expenditures from a petty cash account which shall not at any time exceed $100. All expenditures from petty cash shall be recorded on the books and records of the council. No funds of the council, excepting expenditures from petty cash, shall be expended without prior approval of the council, in addition to the budgeting thereof.

Sec. 90-360. Reporting.

(1) Within 10 days, exclusive of weekends and legal holidays, after the expiration of each quarter annual period, the council on children's services shall cause to be prepared and filed with the governing body of the county a financial report which shall include the following:

a. . The total expenditures of the council for the quarter annual period.

b.. The total receipts of the council during the quarter annual period.

c. A statement of the funds the council has on hand, has invested, or has deposited with qualified public depositories at the end of the quarter annual period.

d. The total administrative costs of the council for the quarter annual period.

Sec. 90 – 361. Referendum.

The authority of the Escambia Children's Trust Special District to levy 0.5 mills to carry out the purposes and intent of this ordinance and to do all things necessary to fund the Children's Trust and the independent district created hereby shall be presented to the County electorate by placing a question on the November 3, 2020 general election ballot. The Supervisor of Elections of Escambia County shall place the following question on the November 3, 2020, general election ballot:

CHILDREN'S TRUST OF ESCAMBIA COUNTY – AUTHORITY TO LEVY ONE-HALF MILL AD VALOREM TAXES

IN ORDER TO PROVIDE ADDITIONAL EARLY CHILDHOOD EDUCATION, SAFETY, DEVELOPMENTAL, PREVENTATIVE, HEALTH, AND WELL-BEING SERVICES, INCLUDING AFTER SCHOOL AND SUMMER ENRICHMENT PROGRAMS, SHOULD AN INDEPENDENT SPECIAL DISTRICT TITLED THE "ESCAMBIA CHILDREN'S TRUST" BE CREATED AND BE AUTHORIZED TO LEVY AN ANNUAL AD VALOREM TAX OF ONE-HALF (1/2) MILL FOR 10 YEARS.

_____ YES
_____ NO

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 Escambia County Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Chapter 125, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Liberally Construed.

The Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety or welfare.

Section 6. Repeal of Conflicting Ordinances.

All Escambia County Ordinances and resolutions, or portions thereof, in conflict with this Ordinance are, to the extent of such conflict, repealed.

This Ordinance does not prohibit the County from exercising such power as is provided by general or special law to provide children's services.

Section 7. Effective Date.

A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment. This ordinance shall become effective only if approved by a "yes" vote of the majority of those voting on the question posed in a November 3, 2020 referendum. If the majority of those voting do not vote "yes" to the question proposed, the District shall not be created and

this ordinance shall be of no force and effect. The effective date of the creation of the special district, if approved by the November 3, 2020 referendum, shall be December 1, 2020.

DONE AND ENACTED this ___ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____

(SEAL)

ENACTED:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18039 **County Attorney's Report 9. 2.**
BCC Regular Meeting **Action**
Meeting Date: 06/18/2020
Issue: Authorization to Initiate a Lawsuit Against CEJ South, Inc. Default in Payment of User Fees for Cremation Authorizations
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation to Initiate a Lawsuit Against CEJ South, Inc. d/b/a Family-Funeral and Cremation for Default in Payment of User Fees for Cremation Authorizations by Medical Examiner.

That the Board authorize the County Attorney's Office to bring a lawsuit against CEJ South, Inc. d/b/a Family-Funeral and Cremation to collect all unpaid user fees for cremation authorizations by the Medical Examiner since October 1, 2018.

BACKGROUND:

For Fiscal Years 2012-13 through 2017-2018, the District One Medical Examiner collected cremation authorization fees for the purpose of offsetting budget allocations for the ME Office for each fiscal year. Family-Funeral and Cremation paid these cremation authorization fees when they were imposed by Dr. Andrea Minyard for Fiscal Years 2012-13 through 2017-18. Escambia County and Dr. Andrea Minyard, former District One Medical Examiner, together with her corporation, Gulf Coast Autopsy Physicians, P.A., are involved in separate litigation to obtain a judgment for refund of cremation authorization fees collected, but not remitted to Escambia County for those six fiscal years.

Beginning October 1, 2018, Dr. Minyard announced that she would no longer collect cremation authorization fees. In July of 2019, and in November of 2019, the County adopted resolutions that the cremation authorization fee would become a user fee to be paid directly to Escambia County as the Medical Examiner's authorization of cremations benefitted a special group of citizens who chose cremation and inurnment as opposed to direct burial. However, Family-Funeral

and Cremation has refused to pay the user fee from October 1, 2018, through date. The amount of unpaid user fees is approximately $22,000.00 through March 31, 2020. It has insisted that County has no authority to impose a user fee for the services of the Medical Examiner which benefit a select group of users of cremation services. Settlement negotiations have reached an impasse requiring this suit.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles V. Peppler, Deputy County Attorney, will represent the County.

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-18081 **County Attorney's Report 9. 3.**
BCC Regular Meeting **Action**
Meeting Date: 06/18/2020
Issue: Escambia County State of Local Emergency
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Escambia County State of Local Emergency.

That the Board take the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-72; and

B. Extension of Escambia County State of Local Emergency.

BACKGROUND:
Due to the COVID-19 pandemic and attendant federal and state declarations of emergency, the Board has continued under a state of local emergency pursuant to ch. 37 of the Escambia Code of Ordinances and ch. 252, Fla. Stat. since March 16, 2020. During the state of local emergency, the Chairman of the Board executed an extension of the state of local emergency.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
All documents have been reviewed and approved by the County Attorney's Office.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

R2020-72

Extension of Local State of Emergency

RESOLUTION R2020-72
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52, R2020-55, R2020-63,

R2020-64 and R2020-71 declaring a state of local emergency that shall expire at 1:59 p.m. on the 15th day of June 2020; and

WHEREAS, the Chairman of the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 15th day of June, 2020, and to expire at 1:59 p.m., central daylight time, on the 22nd day of June, 2020.

3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within

the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 9th day of June, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Date Executed
6/9/2020

Approved as to form and legal sufficiency.
By/Title:
Date: 6/9/20

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

June 10, 2020

Honorable Pam Childers
Clerk of the Circuit Court and Comptroller
Escambia County
Suite 130
221 Palafox Place
Pensacola, Florida 32502-5843

Attention: DeLana Allen-Busbee

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-72, which was filed in this office on June 9, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RESOLUTION R2020-_____
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52 , R2020-55, R2020-63,

R2020-64, R2020-71 and R2020-72 declaring a state of local emergency that shall expire at 1:59 p.m. on the 22nd day of June 2020; and

WHEREAS, the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 22nd day of June, 2020, and to expire at 1:59 p.m., central daylight time, on the 29th day of June, 2020.

3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within

the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this _____ day of June, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/11/20

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18033 **County Attorney's Report 9. 1.**
BCC Regular Meeting **Information**
Meeting Date: 06/18/2020
Issue: County Attorney Alison Rogers Election as President for the Florida Association of County Attorneys
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning County Attorney Alison Rogers Election as President for the Florida Association of County Attorneys.

That the Board accept for information the election of County Attorney Alison Rogers as President for the Florida Association of County Attorneys (FACA) for a term beginning June 11, 2020 and ending June 2021.

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

No file(s) attached.